STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 120, Complainant,	)	CASE 10912-U-94-2537
vs.	)	DECISION 5089-A - PECB
CITY OF BRIER, Respondent.	)	DECISION OF COMMISSION

Terry Costello, Legal Assistant, appeared on behalf of the complainant.

Thomas C. Evans, City Attorney, appeared on behalf of the respondent.

This matter comes before the Commission on a petition for review filed by the City of Brier, seeking to overturn a decision issued by Examiner Jack T. Cowan.[1]

BACKGROUND

The City of Brier (employer) is located in Snohomish County. With a population of about 5,900, Brier has a general fund budget of approximately $1.5 million. One-third of the employer's budget is devoted to police operations. During the relevant time period, police operations consisted of a police chief, two sergeants, four or five patrol officers, and five to fourteen reserve officers.

Since at least September of 1989, it was the accepted practice for patrol officers to use their patrol car to travel to and from their

[1] City of Brier, Decision 5089 (PECB, 1995).

home.[2] During interviews, the police chief and sergeant would advise potential new patrol officers that once they were hired as full-time employees, they would be authorized to use patrol vehicles for transportation to and from work. The chief and sergeant would advise them that the reason for this was because of the low pay of the position in comparison to other cities. The employer's patrol officers work a 12-hour day, with 3 days on and 3 days off. During their commute, they responded to emergencies and other situations. During their off-duty time, the patrol officers may have had their car cleaned, waxed, or detailed, but did not use the vehicles for personal business. They were never disciplined for commuting in their patrol vehicle.

On April 13, 1993, Service Employees International Union, Local 120 (union) was certified by the Commission as the exclusive bargaining representative of all of the employer's full-time and regular part-time police officers.[3] After the certification was issued, the parties entered into collective bargaining over the terms of an initial collective bargaining agreement.

A new mayor was elected in 1993. On January 1, 1994, the mayor issued a memorandum to all employees, providing the following:

> Vehicle maintenance, fuel and tires consume a significant portion of our City's budget, therefore City vehicles are not to be used for private transportation. No employee will commute to or from work in a city vehicle, take vehicles home, or use any City vehicle for personal errands or appointments. The only exception is the Chief of Police who, being subject to duty 24 hours a day, may use

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[2] A patrol officer hired in September of 1989 testified that he was told of the accepted practice in the interview before he was hired. Thus, commuting in patrol vehicles may also have been a practice prior to September of 1989. See transcript, page 83.

[3] City of Brier, Decision 4346 (PECB, 1993).

> his vehicle for transportation between his home in Brier and work.

As a result of this memo, the patrol officers immediately stopped taking their vehicles home, and left the vehicles parked at the police station at the end of their work shifts.

On January 3, 1994, the union notified the mayor that "[t]he use of City Vehicles has existed for at least three years and changes in working conditions must first be discussed with the employees' union". Within two weeks, the union raised the issue in negotiations, again objecting to the changes. The employer remained steadfast in its position to prohibit commuting in patrol vehicles.

On January 24, 1994, the union filed a complaint charging unfair labor practices, alleging the employer violated RCW 41.46.140(4) by implementing a unilateral change with regard to vehicle policy. Examiner Jack T. Cowan held a hearing on October 26 and 27, 1994, and issued his decision finding that the employer committed unfair labor practices in violation of RCW 41.56.149(4) and (1) by refusing to bargain concerning a mandatory subject of bargaining. The employer filed a timely petition for review.

POSITIONS OF THE PARTIES

The employer argues the Examiner erred in fact and law. It claims there never was a policy or working condition allowing for employee use of police vehicles for commuting as a fringe benefit. It contends that, on the contrary, its police department manual prohibited the personal use of police vehicles for commuting, and that the privilege of having a police vehicle could be revoked at any time. It argues the issue was raised and discussed as an integral part of "management rights" during the negotiations. The employer asserts that it did not refuse to bring the issue to the

table, but only took a firm position on the matter in the context of discussions.

The union asserts the employer had an obligation to notify the union of its plan to eliminate the benefit, of the decision to implement its plan, and the impact of the decision before implementing the change. The union urges the Commission to affirm the Examiner's decision.

DISCUSSION

The Legal Standard

RCW 41.56.030(4) provides:

> DEFINITIONS. As used in this chapter:
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> ...
>
> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, **and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions**, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter. In the case of the Washington state patrol, "collective bargaining" shall not include wages and wage-related matters.

[Emphasis by **bold** supplied.]

Chapter 41.56 is patterned after federal law. The Commission and courts generally follow precedents developed under the federal law in interpreting our state's collective bargaining statutes. WPEA v. Community College District 9, 31 Wn.App. 203, 211 (1982).

Mandatory Subject of Bargaining

Matters within the terms "wages, hours and working conditions" are characterized as "mandatory" subjects of collective bargaining. See, Federal Way School District, Decision 232-A (EDUC, 1977), citing NLRB v. Wooster Division of Borg-Warner, 356 U.S. 342 (1958), affirmed, WPERR CD-57 (King County Superior Court, 1978).[4]

In determining whether an issue is a mandatory subject of bargaining, the Commission weighs the extent to which the matter is the prerogative of management against the extent to which the issue affects personnel matters. The scope of mandatory bargaining is limited to matters of direct concern to employees. Every case presents unique circumstances. International Association of Fire Fighters, Local 1051 v. Public Employment Relations Commission (City of Richland), 113 Wn.2d 197 (1989).[5] The balancing test described in Richland is most often applied to disputes raised under the "working conditions" term of the statute, and is appropriate in this case.

When an employer desires to change the existing wages, hours and working conditions, it must first give notice to the exclusive bargaining representative and, upon request, bargain in good faith with that organization prior to making or implementing the contemplated change. Federal Way School District, supra. See, also, Lake Washington Technical College, Decision 4721-A (PECB, 1995); Clover Park School District, Decision 3266 (PECB, 1989), and cases cited therein.

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[4] The Supreme Court of the United States has given the National Labor Relations Board broad discretion "in determining the mandatory subjects of bargaining". See, Ford Motor Company v. NLRB, 441 U.S. 488 (1979).

[5] Under federal law, pertinent questions include whether a particular management decision will cause a significant detriment to the employees. See, Westinghouse Electric Corporation, 150 NLRB 1574 (1965).

In Pierce County, Decision 1710 (PECB, 1983), the issue of commuting in patrol vehicles was found to be a mandatory subject of bargaining. In that case, the employer proposed a clause during negotiations substantially changing the program allowing patrol officers to commute with their patrol car, so that personal assignment of a county patrol vehicle would be at the discretion of the county executive. It then unilaterally implemented the new policy. The Examiner found a bargainable working condition based on the time employees had enjoyed the privilege, stating that one year was sufficient to establish a condition of employment. The employer argues here that, under Pierce County, the employer must have a formal vehicle assignment policy in order to establish a working condition. In that case, however, the condition of employment was established by the enjoyment of the privilege and not, as the employer claims, on a formal vehicle assignment policy.

The National Labor Relations Board (NLRB) also finds unfair labor practices when employers unilaterally modify their practice of allowing employees to drive their assigned company cars home, even though the practice may have never been identified in a collective bargaining agreement. In Wil-Kil Pest Control Co., 181 NLRB 749 (1970), affirmed, 440 F.2nd 371 (7th Cir. 1971), the employer had an unwritten practice that certain employees could commute with their company cars. The employer removed the privilege, in writing, from employees living outside of the county. The NLRB said:

> There can be no question that the privilege long enjoyed by servicemen to use company cars to drive to and from home at no expense to themselves, regardless of the location of their residence, is a valuable term and condition of employment.

Wil-Kil Pest Control Co., 181 NLRB 748, 751 (1970).

In that case, like the one at issue, the employer argued that the rules in question did not reflect a modification of policies but

rather were the written formulation of rules, which "simply clarified the permissible limits of the then existing company policy." The NLRB found that, on the contrary, employees for years had been enjoying the privilege, and that the employer breached its bargaining obligation when it unilaterally changed its practice regarding the use of company cars.[6]

We reach the same conclusion by borrowing from cases regarding no-smoking policies. In those cases, the Commission has required employers to engage in bargaining on the imposition of a new policy, unless the employer can establish a compelling business need to restrict smoking in the working environment. See, City of Seattle, Decision 3051-A through 3054-A (PECB, 1989), and Kitsap County Fire District 7, Decision 2872-A (PECB, 1988).

In the case at issue, other than a reference in the record to a (non-specific) cost to the city of using vehicles for commuting, the employer has not established a compelling business need to change a longstanding practice without bargaining with the union. Since the practice has been in existence for so long, we can surmise there were costs to the city all along. On the other hand, the matter is one of direct concern to employees for, by commuting in their police vehicles, they could save wear and tear on their personal vehicles and thereby save transportation costs. The matter is a significant benefit to them. The record demonstrates some business justification for the practice as well, in the form of the officers' ability to respond to situations, and the officers' ability to clean the cars. Applying the balancing test of Richland to the case at issue, we find the employee privilege of

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[6] See, also, George Webel and Pike Transit Co., 217 NLRB 815 (1975), where the employer notified truck drivers of a change in rules, to the effect that no truck could be driven to the employee's home, except with advance written authorization. The NLRB found that the new rules represented changes in the employees' instructions which adversely affected their conditions of employment.

commuting in patrol vehicles outweighs any interests the employer might have in removing the privilege.

Unilateral Change

Duty to Bargain -

The employer argues it complied with RCW 41.56.030(4) because it met and conferred, on many separate occasions over the years, on the use of police cars for commuting purposes. The record contains no evidence of this. The union was only certified on April 13, 1993. Prior to that date, there would have been no obligation of the employer to meet and confer. Any collective bargaining obligation on the part of the employer actually existed for less than a year prior to the filing of the petition.

The record is devoid of evidence that the parties discussed the very specific issue of patrol officers commuting in their city vehicles at the bargaining table prior to January of 1994. The portions of the transcript to which the employer refers as "substantial evidence of discussions of the car issue" do not support their claim.[7] The Commission has determined that bargaining over general management rights language does not waive a union's statutory right to bargain over specific issues. City of Pasco, Decisions 4197-A and 4198-A (PECB, 1994). There is nothing in the record from which we can infer that the general bargaining that took place over management rights, or the discussions of the city's right to control police cars were intended by the parties to encompass the very specific matter of commuting in patrol cars.

Apparent Authority -

The employer argues that the former chief of police allowed the use of police vehicles for commuting by some police officers without

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[7] The employer refers to the transcript at: p. 79, lines 8-20; p. 136, lines 1-14; p. 138, lines 16-19, p. 139, lines 13-15; and p. 174, lines 9-12.

council approval, and that actions contrary to written policies or ordinance procedures should not give rise to bargainable "working conditions." The employer tries to distinguish between acts of the police chief and acts of the city council. As an agent of the city, however, a police chief can bind the employer through actual or apparent authority. With actual authority, the principal's objective manifestations are made to the agent; with apparent authority, they are made to a third person. King v. Riveland, 125 Wn.2d 500, 508-509 (1994).

As in the case of actual authority:

> Apparent authority can be created by appointing a person to a position, such as that of manager or treasurer, which carries with it generally recognized duties, and to those who know of the appointment, there is apparent authority to do the things ordinarily entrusted to one occupying the position, regardless of unknown limitations which are imposed upon the particular agent.
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> [King v. Riveland, supra.]

Through this apparent authority, a supervisor's actions can clearly bind the employer, and unfair labor practices committed while the supervisor is serving in an official capacity are considered to be the responsibility of the public employer as an entity. City of Seattle, Decision 2230 (PECB, 1985) and City of Mercer Island, Decision 1026 (PECB, 1980), affirmed in part, Decision 1026-A (PECB, 1981).[8]

In this case, an employee could reasonably perceive the police chief as being an authorized agent of the city council. The police

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[8] See, also, Seattle-King County Health Department, Decision 1458 (PECB, 1982); City of Tacoma, Decision 1342 (PECB, 1982); Port of Seattle, Decision 2661-A (PORT, 1988); and City of Seattle, Decision 3066 (PECB, 1989).

chief had the apparent authority of the mayor and city council and bound the employer by his actions.

The Mayor's May 19, 1992 Memo -

The employer argues that the May 19, 1992 memo from the previous mayor to all employees and city officials clearly denied the use of city property for personal use. That directive/policy stated as follows:

> The intent of the Washington State constitution prohibits giving of gifts that are properties of a municipality and, if the City allows an individual or group to use City facilities, tools, or equipment, then it must make them available to everyone or any groups.
>
> Therefore, the policy of the City of Brier shall be that no employee or City Official shall use City owned tools, equipment, or facilities for their private or personal use.
>
> Disciplinary action shall be taken against any employee or City Official of the City of Brier.
>
> This Directive/Policy shall be effective immediately.

The memo did not specifically refer to police vehicles, however, and it resulted in no change in the patrol officers' practice of commuting. The record contains no evidence that the memo was understood by anyone to prohibit the practice. The patrol officers considered the use of the cars to be at least in part business-related, since they responded to situations during their commute, and might have their patrol car cleaned on their off-duty time.

At some point after the mayor's directive of May 19, 1992, the mayor was aware that officer Matthews was using a city vehicle while commuting to and from work. When the chief told Matthews the mayor did not want him writing any more tickets to and from work, there was no mention of not taking the vehicles home. The latter

activity appears to have been implicitly sanctioned by the mayor. The record contains no evidence the mayor attempted further action against that employee.

The fact that the officers continued to use their vehicles to commute and that no disciplinary action was taken against any patrol officer leads us to believe that the employer did not consider it to be a violation of the May 19, 1992 memo. We infer from the record that the use of patrol cars for commuting was an unwritten exception to that memo.

On February 18, 1993, the chief of police sent a memo to the mayor regarding the use of city equipment and the policy set forth in the mayor's May 19, 1992 directive. The chief's memo reads as follows:

> Quite some time ago we briefly discussed your memo of May 19, 1992 "Directive/Policy for loaning/borrowing/use of city tools, equipment, or facilities for personal use" as it would apply to off duty officers using uniforms, firearms, radios, etc. who use these items while employed for security purposes.
>
> While I am sure it is not the intent of the directive to prohibit such use, I am concerned that a close reading does, in fact, forbid such use and makes employees (and me) liable to discipline for such use.
>
> May I ask that you either add a line to the memo indicating use may be authorized by the department head or Mayor or give me a letter specifically authorizing such use.
>
> I have attached a suggested letter covering this use.

The suggested letter which was attached to the police chief's memo stated as its subject, "Authorization to use city property for private off duty purposes" and reads as follows:

> I hereby authorize employees of the police department to use city owned uniforms, firearms, radios, flashlights, and other similar equipment while they are engaged in off duty private employment where such items may be needed or used.
>
> The Chief of Police shall be responsible for issuing and accounting for these items. Individual employees are personally responsible for the proper use, care and return of such equipment. Damage to or loss of city owned property shall be the responsibility of the employee and any damage or loss shall be reimbursed by the employee.

Although the police chief had apparently prepared the above memo for the convenience of the mayor if the mayor should agree with the chief's proposal, the mayor did not sign this suggested memo. This appears to have been an opportunity for the mayor to affirm a prohibition against using patrol cars for commuting (if that was indeed the mayor's policy), but there is nothing in the record to show he took any action.

The employer asserts the Examiner may have intentionally left out the last line in quoting the chief's memo of February 18, 1993, and attributed the memo attached to the February 18, 1993 memo to the mayor. We find nothing to indicate the error was intentional, and agree with the union that the mistake is harmless. Since the letter attached to the February 18, 1993 memo discusses matters not at issue, the mistake in attributing the letter to the mayor made no difference to the disposition of the case.

The Police Manual -

The employer argues that the police department manual prohibited use of police vehicles for commuting. During the autumn of 1993, the employer introduced a new police manual, sections at a time, to the patrol officers. From the record, it appears that Section

28.1, the Vehicle Policy,[9] was distributed on October 20, 1993. At the time of its distribution, the chief did not tell the police officers that the new manual prohibited use of city vehicles for commuting. The chief did, however, instruct the employees to look over the manual and to bring any errors to the attention of the employer. The union was not provided a copy of the new policy manual.

The employer cites the following provisions of the manual as pertinent to the case:

> Section 28.1.115 OPERATION OF VEHICLES OUT OF JURISDICTION. Members shall not leave this jurisdiction in police vehicles unless on official business, in pursuit situations, once per shift for meals, or in an authorized manner to emergency situations.
>
> * * *
>
> Section 28.1.130 CONDITIONS OF ASSIGNMENT. Vehicles assigned to individual members shall be on such terms and conditions as the Chief of Police or designee may set out.
>
> a. Assigned vehicles shall not be used for any unauthorized personal business or the transport of persons not on official business.
>
> b. Authorized use includes:
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> 1. driving to and from the police assignment by the most direct route available;
> 2. Stops at food stores;
> 3. Stops at banking facilities;
> 4. Stops at a medical facility.
>
> * * *
>
> Section 28.1.135 ASSIGNED VEHICLE IS REVOCABLE PRIVILEGE. Assignment of a police vehicle to an individual member is a privilege which may be revoked at any time by the Chief of Police, with or without cause, and the members shall

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[9] Exhibit 3.

> have no appeal rights or other redress for this revocation.

The employer seems to argue that the revocability of the privilege of having an assigned vehicle demonstrates the ability of the employer to remove the privilege without bargaining. The provision in the police manual, however, only refers to "assignment" of a police vehicle, not to the practice of commuting. It is the assignment only that is revokable.

The employer asserts various other arguments regarding the police manual, and appears to be contending that the employees were without authority to do what they were doing. The cited provisions, however, could reasonably be interpreted by the employees even to authorize commuting in the police vehicles. Section 28.1.130 b. specifies the instances in which vehicle use is authorized. The language here does not clearly prohibit commuting in city vehicles, and could be misinterpreted. Item #1 authorizes use of patrol vehicles for "driving to and from the police assignment by the most direct route available ...". In light of the prior practice, a patrol officer could reasonably infer that commuting was authorized by this language.

The employer is attempting to use the police manual to buttress its argument that commuting was prohibited, but we find the provisions ambiguous. Since there is no evidence the employer ever attempted to clarify the language, we are unable to find from the specific language of the manual that commuting was, in fact, prohibited. There is nothing in the record from which we can infer that the permission to use police vehicles for commuting purposes was contrary to city policy.

Fringe Benefits -

The employer argues that the fringe benefit clause in the municipal code does not include commuting in police vehicles. Code section

2.60.110 lists the fringe benefits paid to all full-time employees.[10] Listed are medical insurance premiums, life insurance policies, participation in a retirement system, industrial insurance coverage, and other benefits as may become available through approval of the city council. The items listed include only those items for which payments or premiums need to be specifically transferred to other agencies or to companies by the employer so that the employee will qualify for the benefit. For a "working condition" to be established, it does not need to be contained within a listing of fringe benefits.[11]

Employer's Other Claims -
The employer argues the chief of police presented false and misleading statements to the council and the mayor's testimony was uncontroverted. We find nothing in the mayor's testimony or the record as a whole that negates the fact of the long-standing and condoned practice of patrol officers driving their vehicles home.

The employer appears to argue that it could not have acted unilaterally since it did not know of the practice. It cites City of Kennewick, Decision 482-B (PECB, 1980), for the proposition that a change in the employer's policy for annual physical exams was legal since the employer did not know of a previous practice. We find no reference to physical exams in that case, however. The cited case concerned the right of the employer to contract out custodial work, and has no relationship to the case at hand.

The employer cites an arbitration award involving the City of Pullman,[12] as authority that a practice cannot be a working

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[10] Exhibit 8.

[11] See, City of Tacoma, Decision 4539-A (PECB, 1994), and City of Pasco, Decisions 4197-A & 4198-A (PECB, 1992), as examples where the Commission found mandatory subjects of bargaining within the scope of "working conditions", none of which were fringe benefits.

[12] City of Pullman, Case 11007-A-94-1082.

condition if a practice is not known and accepted by the union. That case was not an unfair labor practice case. Grievance arbitration is derived from the collective bargaining agreement. The case has no precedential value to this Commission. Even if it was of precedential value, it would be distinguishable. In that case, the employer categorically refused to allow union members off-duty employment, even though the employer's written policy provided for review on a case-by-case basis. The arbitrator said:

> [S]ince a categorical refusal is contrary to the **clear and unambiguous meaning of the language of the policy**, for the practice to be binding on the Guild it must have been known and accepted by the Guild.
>
> [Emphasis by **bold** supplied.]

Here, until the mayor's memo of January 1, 1994, the record contains no clear and unambiguous written policy prohibiting commuting in patrol vehicles. Therefore, the analysis the arbitrator used in that case has no bearing on this case.

The employer argues that under City of Yakima, Decision 4 (PECB, 1976), an employer does not commit an unfair labor practice by making a change, if a policy or contract permits a unilateral change. That case is also distinguishable from the case at hand. In Yakima, the employer changed the shift hours of the police department and refused to bargain over such a change. In that case, the unfair labor practice charge was dismissed because the employer was allowed to determine reasonable schedules of work unilaterally under the management rights clause. Here, the parties had no contract at the time, so there is no management rights clause which permits unilateral changes of this nature.[13]

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[13] See, City of Yakima, 3564-A (PECB, 1991), where directives materially changing procedures in the use of vacation leave, and in the assignment of employees to work in higher-paying classifications were unlawful unilateral changes.

Impasse

While negotiations are in progress, but before an impasse has been reached, a unilateral change ordinarily constitutes an unlawful refusal to bargain. If an employer notifies the union of a proposed action and engages in good faith bargaining, however, it may make a unilateral change in a mandatory subject of bargaining if an impasse is reached during bargaining. If the subject has not been raised in negotiations, a deadlock on the issue cannot occur. There can be no legally cognizable impasse if the cause of the deadlock is the failure of one of the parties to bargain in good faith. See, Federal Way School District, Decision 232-A (EDUC, 1977), affirmed WPERR CD 57 (King County Superior Court, 1978).

The employer claims that it asserted there was an impasse, and that the impasse in Pierce County, supra, parallels the situation in this case.[14] In Pierce County, however, the employer brought the specific proposed changes to the bargaining table, and the parties negotiated the subject to impasse. In this case, there had been no mention of a proposed policy change prior to the mayor's January 1, 1994 memo. There was no notice of an opportunity to bargain. The parties did not negotiate the specific topic to impasse. The issue was first raised in bargaining by the union immediately after the change of policy was announced by the employer, so that under Federal Way, there was no impasse.

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[14] In that case, the employer claims, the employer refused to budge in its position that it would not allow officers to drive their cars home. The Examiner in Pierce County found that the parties were deadlocked on the issue, a deadlock may cause an impasse on a critical issue even where bargaining may be continuing on other issues. The Examiner cited Taft Broadcasting Co., 163 NLRB 475 (1967), enforced American Federation of Television and Radio Artists v. NLRB, 395 F.2d 622 (D.C. Cir. 1968).

NOW, THEREFORE, it is

ORDERED

The Findings of Fact, Conclusions of Law and Order issued in this matter by Examiner Jack T. Cowan are affirmed and adopted as the Findings of Fact, Conclusions of Law and Order of the Commission.

The City of Brier, its officers, and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. Cease and desist from:

   a. Refusing to bargain collectively with the Service Employees International Union, Local 120, as the exclusive bargaining representative of the police bargaining unit, regarding the use of police vehicles to commute between their police assignments and their residences.

   b. In any other manner interfering with, restraining or coercing its employees in their exercise of their collective bargaining rights secured by the laws of the State of Washington.

2. Take the following affirmative actions to remedy the unfair labor practice and effectuate the policies of the Act:

   a. Reinstate the practices concerning use of police vehicles which were in effect prior to January 1, 1994.

   b. Give notice to and, upon request, bargain collectively in good faith with the Service Employees International, Local 120, regarding any change of practice concerning the use of police vehicles for commuting purposes, and regarding the effects of any such change.

c. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

d. Notify the above-named complainant, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the above-named complainant with a signed copy of the notice required by the preceding paragraph.

e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive Director with a signed copy of the notice required by this order.

Issued at Olympia, Washington, the 13th day of October, 1995.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

JANET L. GAUNT, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL reinstate the practices in effect prior to January 1, 1994 concerning the use of police vehicles for commuting purposes.

WE WILL NOT refuse to bargain collectively with the Service Employees International Union, Local 120, as the exclusive bargaining representative of the police officers bargaining unit regarding any change of practice concerning use of the police vehicles for commuting purposes, or concerning the effects of such a change.

DATED: _____

CITY OF BRIER

By:_____
Authorized Representative

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.