STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

YAKIMA COUNTY, Complainant, vs. YAKIMA COUNTY LAW ENFORCEMENT OFFICERS' GUILD, Respondent.	CASE 21632-U-08-5519 DECISION 10204-A - PECB DECISION OF COMMISSION

Cline & Associates, by *James M. Cline,* Attorney at Law, for the union.

Menke Jackson Beyer Elofson Ehlis & Harper LLP, by *Rocky L. Jackson*, Attorney at Law, for the employer.

On April 2, 2008, Yakima County (employer) filed an unfair labor practice complaint alleging that the Yakima County Law Enforcement Guild (union) committed an unfair labor practice by attempting to negotiate to impasse a union release provision that is either permissive or illegal in nature. Examiner Robin Romeo issued a ruling on summary judgment that found the union's proposals to be mandatory in nature and dismissed the employer's complaint.[1] The employer filed a timely notice of appeal. The union supports the Examiner's decision.

ISSUES PRESENTED

1. Is the union's proposal regarding union release time for attendance at "state or national meetings or conferences concerning training in labor issues concerning administration of the agreement or law enforcement" a mandatory subject of bargaining?

[1] *Yakima County*, Decision 10204 (PECB, 2008).

2. Is the union's proposal regarding release time "to conduct or participate in general membership and/or [union] board meetings concerning collective bargaining or enforcement of the agreement or to conduct necessary [union] financial business which cannot otherwise be performed while off duty" a mandatory subject of bargaining?

For the reasons set forth below, the Examiner's decision is reversed in its entirety.[2] The union's proposal asking for release time to attend collective bargaining or law enforcement training is a permissive subject of bargaining. Public employers are not obligated to provide employees paid release time to attend collective bargaining conferences. Further, employers have the right to determine and select which law enforcement training its employees will attend. With respect to the release time proposal for union business, the union's proposal is permissive for two reasons. First, allowing bargaining unit employees paid release time for "collective bargaining meetings" is not narrowly tailored to matters directly related to administration of the collective bargaining agreement between this union and employer. Second, paid release time for general membership or board meetings is a permissive subject of bargaining, even if the reasons for those meetings are directly related to administration of the collective bargaining agreement. Accordingly, because the union attempted to bargain to impasse on these permissive matters, a violation of the statute is found.

BACKGROUND

The facts of this case are not in dispute. The union and employer were parties to a collective bargaining agreement that expired on December 31, 2006. In the course of negotiations for a successor agreement, the employer and union made several proposals and counter proposals regarding Articles 7.3 A and B of the existing agreement. These articles concerned employee release time for training in collective bargaining matters and law enforcement, as well as employee release time to attend union meetings.

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[2] The standard of review on summary judgment is *de novo*; we engage in the same inquiry as the Examiner. *Snohomish County*, Decision 8733-C (PECB, 2006), *citing Washington Federation of State Employees v. State*, 127 Wn.2d 544, 551 (1995). Summary judgment is properly granted where "there is no genuine issue as to any material fact and . . . the moving party is entitled to a judgment as a matter of law."

On November 15, 2006, the parties requested mediation services from this agency. Throughout 2007, the parties met with two mediators, but were unable to reach agreement on numerous issues, including Articles 7.3 A and B. As the parties were working with the mediator to certify outstanding issues for interest arbitration under WAC 391-55-200, the employer objected to the certification of the union's proposals regarding Articles 7.3 A and B on the basis the proposals were permissive and/or illegal. The union responded by stating that the employer's objection was beyond the scope of the certification of issues. The employer then filed this complaint alleging the union was attempting to bargain to impasse on a permissive subject of bargaining. The Executive Director suspended the issues from the interest arbitration proceeding pursuant to WAC 391-55-265; *State – Office of Financial Management*, Decision 8761-A (PECB, 2005).

Although the union presented several proposals for Articles 7.3 A and B, the only proposal that is pertinent to this matter is the union's final offer on this matter. That proposal states:

> A. The [union] may send one or two representatives to state or national meetings or conferences concerning <u>training in</u> labor <u>issues concerning administration of the agreement</u> or law enforcement. A total of twelve working days with pay are allowed per year, but no representative is allowed more than twelve working days with pay per year. Time off with or without pay shall not exceed five working days per conference per person.
>
> The representatives or the [union] president shall give the [employer] at least three weeks notice of each conference or meeting. If the conference or meeting is scheduled on an emergency basis, the representative or [union] president shall give the [employer] notice as soon as is reasonably possible. The [employer] may disallow attendance by the [union] representative if the [employer] has a special need for that employee's expertise at the time of the conference, or if, because of an unforeseen shortage of available employees, the [employer] cannot reasonably spare the employee at the time of the conference.
>
> B. The [employer] may routinely allow [union] officers a reasonable amount of time while on duty to conduct or participate in general membership and/or [union] board meetings <u>concerning collective bargaining or enforcement of the</u> agreement ~~or to conduct necessary [union] financial business~~ which cannot otherwise be performed while off duty. [Union] representatives shall guard against undue interference with the assigned duties and against the use of excessive time in performing such responsibilities.[3]

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[3] The union presented its proposal in legislative style, with newly proposed language underlined and deleted language struck-through. Additionally, the union's proposal as cited in the employer's complaint and in its briefing is different from the version cited in the union's briefing. In the union's appeal brief, the "to

Because there were no issues of material fact and the Examiner issued her decision on summary judgment. The only question that we must now resolve is the legality of the union's proposals under Chapter 41.56 RCW.

DISCUSSION

Applicable Legal Standards

A public employer covered by the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, has a duty to bargain with the exclusive bargaining representative of its employees. RCW 41.56.030(4); *Peninsula School District v. Public School Employees*, 130 Wn.2d 401, 407 (1996). "[P]ersonnel matters, including wages, hours, and working conditions" of bargaining unit employees are characterized as mandatory subjects of bargaining. *Federal Way School District*, Decision 232-A (EDUC, 1977), *citing NLRB v. Borg-Warner Corp.*, 356 U.S. 342 (1958). The parties' collective bargaining obligations require that the status quo be maintained regarding all mandatory subjects of bargaining, except where such changes are made in conformity with the statutory collective bargaining obligation or the terms of a collective bargaining agreement. *City of Yakima*, Decision 3501-A (PECB, 1998), *affirmed*, 117 Wn.2d 655 (1991); *Spokane County Fire District 8*, Decision 3661-A (PECB, 1991). An employer or exclusive bargaining representative 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) and (1); RCW 41.56.150(4) and (1); *see also Snohomish County*, Decision 8733-C (PECB, 2006)(a union did not commit an unfair labor practice by insisting to impasse on a deferred compensation plan).

Commission and judicial precedents interpreting that definition identify three broad categories of bargaining: mandatory subjects, permissive subjects, and illegal subjects. *NLRB v. Wooster Division Borg-Warner*, 356 U.S. 342 (1958); *Pasco Police Association v. City of Pasco*, 132 Wn.2d 450 (1997)(*City of Pasco*); *Federal Way School District*, Decision 232-A (EDUC, 1977).

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conduct necessary [union] financial business" language was not struck. Union's brief at 5-6. A thorough examination of the filings in this case demonstrates that the employer's complaint and briefs contain a correct version of the union's proposal.

- Employee "wages, hours and working conditions" are generally "mandatory" subjects over which the parties must bargain in good faith. It is an unfair labor practice for either an employer or an exclusive bargaining representative to refuse to bargain a mandatory subject. RCW 41.56.140(4); RCW 41.56.150(4).

- Management and union prerogatives, along with procedures for bargaining mandatory subjects, are "permissive" subjects over which the parties may negotiate, but are not obliged to do so. *City of Pasco*, 132 Wn.2d at 460 (holding that as to permissive subjects, each party is free to bargain or not to bargain, and to agree or not to agree). "Pursuing a permissive subject to impasse, *including submitting a permissive subject of bargaining to interest arbitration*, is an unfair labor practice." *State – Office of Financial Management*, Decision 8761-A, *citing Klauder v. San Juan County Deputy Sheriffs' Guild*, 107 Wn.2d 338, 342 (1986)(emphasis in original).

- Matters that parties cannot agree upon because of statutory or constitutional prohibitions are "illegal" subjects of bargaining. Neither party has an obligation to bargain such matters. *See, e.g., City of Seattle*, Decision 4687-B (PECB, 1997), *affirmed*, 93 Wn. App. 235 (1998), *review denied*, 137 Wn.2d 1035 (1999).

In deciding whether an issue of bargaining is mandatory or permissive, this Commission examines two principal considerations: (1) the extent to which managerial action impacts the wages, hours and working conditions of employees, and (2) the extent to which a managerial action is deemed to be an essential management prerogative. *International Association of Fire Fighters, Local 1052 v. PERC*, 113 Wn.2d 197, 200 (1989)(*City of Richland*). The Supreme Court held in *City of Richland* that "the scope of mandatory bargaining is limited to matters of direct concern to employees" and that "managerial decisions that only remotely affect 'personnel matters' and decisions that are predominantly 'managerial prerogatives,' are classified as non-mandatory subjects." *City of Richland*, 113 Wn.2d at 200.

The scope of bargaining is a question of law and fact for the Commission to determine on a case-by-case basis. *City of Richland*, 113 Wn.2d at 203; WAC 391-45-550. Decisions about what services will be offered by an employer are generally accepted by the National Labor Relations

Board (NLRB) and various state labor relations boards as prerogatives of management and, as such, permissive subjects of bargaining. *See Federal Way School District*, Decision 232-A. On numerous occasions, this Commission has recognized that public employers have the right to "entrepreneurial control" over nonmandatory subjects of bargaining. *Snohomish County Fire District 1*, Decision 6008-A (PECB, 1998); *Wenatchee School District*, Decision 3240-A (PECB, 1990).

Where a subject relates both to conditions of employment and is a managerial prerogative, this Commission will examine the record presented to determine which characteristic predominates. If the Commission determines that a party has submitted a permissive or illegal subject of bargaining to interest arbitration, that party will be found guilty of an unfair labor practice.

ISSUE 1 – Article 7.3A – Paid Release Time for Training Proposal

The Examiner found that the union's training release time proposal was a mandatory subject of bargaining. In reaching that conclusion, the Examiner held that allowing "employees to have time off with pay to conduct union business . . . does not differ from requests for sick leave, vacation leave or military leave" and therefore "directly impacts the wages, hours, and working conditions of bargaining unit employees." The Examiner also discounted the employer's argument that the union could use release time for purposes "unrelated to the employer" because the language of the proposal specifically limits use of leave for specific purposes and the employer had the ability to monitor use of leave.

On appeal, the employer argues that the union's paid release time training proposal is overly broad because "labor issues involving law enforcement is just as broad as 'Association Business.'" Employer's brief at 3. The employer cites to *City of Burlington*, Decision 5840 (PECB, 19997), and points out that in that case a proposal allowing for "[union] business such as attending labor conventions, conferences or seminars" was deemed an illegal subject of bargaining. The employer sees no difference between its training proposal and the proposal at issue in the *City of Burlington* decision.

The union argues that Commission precedents and Washington Appellate Court decisions have held that the test to determine whether paid release time is lawful is whether the clause at issue "provides no benefit whatsoever to the employer so that it is simply unlawful support." Union's brief at 14. In the union's opinion, its training release time proposal was narrowly tailored to focus "upon an area of common concern between the parties . . . related to collective bargaining and law enforcement" and therefore does not expressly call for unlawful support. The union specifically cites to *City of Pasco*, Decision 3582 (PECB, 1990), *affirmed*, Decision 3583-A (PECB, 1991), as standing for the proposition that paid release time for attendance at collective bargaining training is allowable provided the training is related to the administration of the collective bargaining agreement. Union's brief at 15. Finally the union argues that if there is a question as to whether a particular training is covered under the language, that question would be properly resolved through arbitration.

Application of the *City of Richland* Balancing Test

The starting point for our analysis is whether the union's proposal for paid release time for collective bargaining and law enforcement training is mandatory or permissive in nature. There is no evidence demonstrating that the union's proposal concerns necessary training for bargaining unit employees to perform their work. Nor is there evidence demonstrating that employees would be disciplined for not attending training. Rather, the union simply wants the ability to send its members to discretionary training that is related to collective bargaining or law enforcement without loss of pay. Contrary to the Examiner's conclusion, release time for *discretionary* training does not equate to vacation leave, sick leave, or leave for military service because discretionary training, whether it be collective bargaining training that is related to the administration of the agreement or law enforcement, in no way impacts wages, hours and working conditions.

Furthermore, public employers are not required to train or subsidize the training of their represented employees on how to engage in collective bargaining. Rather, it is the exclusive bargaining representative's responsibility to provide training to its members should they desire to engage in the negotiation process.

Although collective bargaining training may be a common area of concern between an employer and bargaining representative, such as the mediation process, that does not somehow convert what is an internal union obligation into a mandatory subject of bargaining, and the union's attempt to limit training to that related to the administration of the parties' collective bargaining agreement does not convert the union's proposal into a mandatory subject. Absent agreement with the employer, such training should be conducted on employees' own time.

With respect to the union's proposal for release time for law enforcement training, there is no allegation that the employer is attempting to initiate new performance standards that require new training the employer is unwilling to offer. In *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991), the Commission held that the incorporation of performance standards into training is a permissive subject of bargaining, but the effects of such decision may be mandatory if, at some time in the future, the employer decides to impose discipline based upon a failure to meet the newly created performance standards. However, it is important to stress that the imposition of training was found to be a permissive subject of bargaining.

Here, once again we find the union's proposal to be permissive in nature. It is the employer's prerogative to determine what kinds of training are necessary for employees to accomplish the employer's mission. Although the union argues any training it elects to send its members to may be mutually beneficial for both parties, that fact does not convert the union's discretionary training proposal into a mandatory subject of bargaining.

Finally, although the union points to decisions of other jurisdictions that allow union release time for training as being persuasive authority, we need not consider those opinions. The union provided no analysis demonstrating how the statutory scheme in these other jurisdictions is similar to Chapter 41.56 RCW as to make the cited precedent persuasive for cases decided under the statutes this Commission administers, nor is the Commission bound by decisions from jurisdictions who administer different statutes. Accordingly, we decline to give decisions from those jurisdictions that allow paid release time for collective bargaining training any weight.

ISSUE 2 – Article 7.3B – Paid Release Time for Union Business Proposal

The subject of union release time has come before this Commission numerous times over the years. Commission precedents hold that paid release time is a mandatory subject of bargaining, provided certain safeguards are put in place. For example, in *State v. Northshore School District No. 417*, 99 Wn.2d 232 (1983)(*Northshore*), the Supreme Court for the State of Washington held that where an employer agrees to grant employees release time through negotiations, that release time provision is not an unfair labor practice in violation of RCW 41.59.140(1)(b) because the parties' agreed-to provision is negotiated, and therefore adequate consideration has been given. *Northshore*, 99 Wn.2d at 244. In reaching this conclusion, the Court gave deference to the trial court's findings that union release time provisions of the collective bargaining agreements were being used for "contract administration and other matters necessary to maintenance of harmonious employer-employee relations." *Northshore*, 99 Wn.2d at 235. [4]

Although the *Northshore* decision permits paid union release time for contract administration, paid union release time is not without limitations under the state's collective bargaining laws. For example, in *Enumclaw School District*, Decision 222 (PECB, 1977), the Commission held that "unrestricted leave for union business would be unlawful" under the statutes it administers. That standard was further clarified in *City of Pasco*, Decision 3583 (PECB, 1990), where a union proposed that employees be granted "up to ninety-six (96) hours per year for the total Union Membership for conduct of Union business be allowed by the City without requiring such replacement, without loss of pay." The Executive Director held that union's proposal "suffers the fatal defect of putting no-limitation whatever on the purpose for which the union could use the 96 hours per year of employer-paid leave time." On appeal, the Commission affirmed the Executive Director's reasoning.

In *City of Burlington*, Decision 5840 (PECB, 1997), a union proposed a union release time provision that would give 40 hours of paid leave to the union president or his designee "for [union] business such as attending labor conventions, conferences, or seminars. . . ." The examiner held that the union's proposal was illegal on its face because it did not contain a clause

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[4] The *Northshore* decision was originally heard in the Superior Courts, and although this agency attempted to intervene in the case, the Supreme Court's decision was issued without this agency's input.

that reimbursed the employer for the time employees were on union release. In reaching this conclusion, the examiner held that "employer-funded attendance by bargaining unit members at union activities is improper where the union activities are not limited to those involving the particular employer and the union does not reimburse the employer." *City of Burlington*, Decision 5840, *citing Enumclaw School District*, Decision 222. The examiner's decision was not appealed to the Commission.

Approaching the same subject from a slightly different angle, in *Fort Vancouver Regional Library*, Decision 2396-B (PECB, 1988), an examiner found persuasive the National Labor Relations Act precedent that payment of wages to employees for time spent in negotiations is a mandatory subject of bargaining and applied that reasoning to cases decided under Chapter 41.56 RCW. *Fort Vancouver Regional Library*, Decision 2396-B, *citing Axelson, Inc.*, 234 NLRB 414 (1978), *enforced*, 599 F.2d 91 (5th Cir., 1979).[5] In *Axelson, Inc.*, the NLRB saw "no distinction between an employee's involvement in contract negotiations and involvement in the presentation of grievances" when it held that paid release time for employees to engage in contract negotiations with their employer was a mandatory subject of bargaining. Thus, an employer is obligated to bargain a proposal to allow bargaining unit employees paid release time for negotiations, but is not compelled to agree to such provision.[6]

The common tenet that can be extrapolated from the precedents regarding paid union release time is that the only kinds of paid release time that are mandatory subjects of bargaining are those limited to matters that directly involve the administration of the agreement between the employer and the particular union, such as labor management meetings, the processing and adjustment of grievances, and negotiations regarding changes to the existing agreement.[7] Paid release time for other union matters not directly related to the administration of the agreement

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5 Approaching this issue from a third angle, an employer's refusal to meet with union representatives outside of working hours, while simultaneously refusing to allow members of the bargaining team leave without pay to participate in negotiations, was held to be an unlawful interference with the union's selection of its bargaining representatives. *Fort Vancouver Regional Library*, Decision 2396-B, *citing Indiana and Michigan Electric Company*, 229 NLRB 576 (1977), *enforced*, 599 F.2d 185 (7th Cir., 1979), *cert. denied*, 100 U.S. 663 (1980).

6 Of course, an interest arbitrator may make paid release time for negotiations part of his or her award.

7 This list is not exclusive and is only meant to provide parties with guidance. This list may expand or contract through subsequent litigation regarding similar subject matter.

between the employer and bargaining representative are permissive in nature, and it is an unfair labor practice to attempt to bargain those matters to impasse.

Application of Standards

Here, the pertinent part of the union's paid release time proposal would allow bargaining unit employees a "reasonable amount of time while on duty to conduct or participate in general membership and/or [union] board meetings concerning collective bargaining *or* enforcement of the agreement." (emphasis added). This Commission presumes use of the term "or" between two phrases demonstrates an intent to read those phrases disjunctively unless there is clear intent to the contrary. *See Western Washington University*, Decision 8871-A (FCBA, 2005)(citations omitted). Thus, the union's proposal would allow all bargaining unit employees a reasonable amount of paid release time to attend general membership meetings or board meetings that concerned *either* collective bargaining *or* enforcement of the collective bargaining agreement.

With respect to the union's proposal to allow any employees paid time to attend meetings about collective bargaining, we find that the term "collective bargaining" could entail almost any subject covered by Chapter 41.56 RCW or similar collective bargaining law. Thus, the proposal fails to ensure that release time will be limited to only those matters that directly involve the administration of the agreement between the employer and the employees represented by this particular union. *See City of Pasco*, Decision 3583. Accordingly, without a direct relationship between the union, the employer, and administration of the parties' collective bargaining agreement, this part of the union's proposal is permissive in nature.

Turning to the union's proposal to allow bargaining unit employees paid release time for "participation in general membership and/or board meetings necessary to enforcement of the agreement . . . which cannot otherwise be performed while off duty," we also find this proposal to be permissive in nature. General membership meetings or board meetings where a union discusses relevant matters about the parties' collective bargaining agreement may appear to be related to the administration of the parties' collective bargaining agreement, but are actually internal union affairs that have only an indirect relationship with the parties' collective bargaining agreement because these meetings do not involve any direct interaction with the employer.

The fact that the union attempted to limit those meetings to only those that could not occur during off duty hours does not change the outcome of this case. Exclusive bargaining representatives do not need general membership or board meetings to administer a collective bargaining agreement, and an exclusive bargaining representative's officers generally have sufficient authority to administer the agreement with an employer. Simply stated, absent agreement, exclusive bargaining representatives have no inherent right to call a general membership or board meeting on the employer's time for contract administration.

NOW, THEREFORE, it is

ORDER

I. The Findings of Fact issued by Examiner Robin Romeo are AFFIRMED and adopted as the Findings of Fact of the Commission.

II. The Conclusions of Law issued by Examiner Robin Romeo are VACATED and replaced with the following Conclusions of Law:

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.

2. There is no genuine issue of fact under WAC 10-08-135. The employer's motion for summary judgment is granted.

3. The Yakima County Law Enforcement Officers' Guild unlawfully insisted to impasse on a proposal concerning paid employee leave to attend meetings or conferences concerning training in labor issues concerning administration of the agreement or law enforcement in violation of RCW 41.56.150(4) and (1).

4. The Yakima County Law Enforcement Officers' Guild unlawfully insisted to impasse on a proposal concerning paid release time for employees to conduct or participate in general membership and/or union board meetings concerning collective bargaining or

enforcement of the agreement or to conduct necessary union financial business which cannot otherwise be performed while off duty in violation of Chapter 41.56 RCW.

III. The Order issued by Examiner Robin Romeo is VACATED and replaced with the following order:

The Yakima County Law Enforcement Officers' Guild, 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 Yakima County by insisting to impasse on proposals concerning paid release time for attendance at state or national meetings or conferences concerning training in labor issues concerning administration of the agreement or law enforcement and paid release time to conduct or participate in general membership meetings and/or union board meetings concerning collective bargaining or enforcement of the agreement or to conduct necessary union financial business which cannot otherwise be performed while off duty.

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

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

   a. Withdraw all proposals advanced in collective bargaining with Yakima County on the subject of paid union release time for bargaining unit employees.

   b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These

notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Notify the complainant, in writing, within 20 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 complainant with a signed copy of the notice provided by the Compliance Officer.

d. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 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 Compliance Officer with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 11th day of January, 2011.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

PAMELA G. BRADBURN, Commissioner

THOMAS W. McLANE, Commissioner

CASE 21632-U-08-5519
DECISION 10204-A - PECB

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT THE *RESPONDENT* COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY insisted to impasse on a proposal concerning paid employee leave to attend meetings or conferences concerning training in labor issues concerning administration of the agreement or law enforcement in violation of RCW 41.56.150(4) and (1).

WE UNLAWFULLY insisted to impasse on a proposal concerning paid release time for employees to conduct or participate in general membership meetings and/or union board meetings concerning collective bargaining or enforcement of the agreement or to conduct necessary union financial business which cannot otherwise be performed while off duty in violation of Chapter 41.56 RCW.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL withdraw all proposals advanced in collective bargaining with Yakima County on the subject of paid employee leave to attend meetings or conferences concerning training in labor issues concerning administration of the agreement or law enforcement and paid release time for employees to conduct or participate in general membership and/or union board meetings concerning collective bargaining or enforcement of the agreement or to conduct necessary union financial business which cannot otherwise be performed while off duty.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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The attached document identified as: DECISION 10204-A - PECB has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY/S/ ROBBIE DUFFIELD

CASE NUMBER:	21632-U-08-05519	FILED:	04/02/2008	FILED BY:	EMPLOYER
DISPUTE:	UN GOOD FAITH				
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DETAILS:	Sheriffs Department				
COMMENTS:					

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