STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

AUTOMOTIVE AND SPECIAL SERVICES UNION, LOCAL 461, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Complainant, vs. PIERCE COUNTY; PIERCE COUNTY SHERIFF; AND PIERCE COUNTY ASSESSOR/TREASURER, Respondents.	CASE NOS. 3698-U-81-558 3823-U-81-590 DECISION NO. 1710 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Frank and Rosen, by Steven B. Frank, Attorney at Law, appeared on behalf of the complainant; Davies, Roberts, Reid, Anderson and Wacker, by George H. Davies, Attorney at Law, appeared on behalf of the complainant subsequent to the filing of briefs.

Don Herron, Pierce County Prosecuting Attorney, by Joseph F. Quinn, Deputy Prosecuting Attorney, appeared on behalf of the respondents.

On September 24 and November 6, 1981, the complainant, Automotive and Special Services Union, Local 461, International Brotherhood of Teamsters, filed complaints with the Public Employment Relations Commission, alleging that respondents Pierce County and the Pierce County Assessor/Treasurer, had committed certain unfair labor practices in violation of RCW 41.56.140(4). The complaints were amended on December 10, 1981 to include the Pierce County Sheriff as a named respondent. The three named respondents are referred to herein collectively as the county or the employer. The union alleges that the employer refused to engage in collective bargaining, by instituting unilateral changes in working conditions with regard to the assignment of county vehicles to certain employees and also with regard to the reduction in minimum staffing levels in the sheriff's department, without bargaining to impasse. A hearing was held in Tacoma, Washington, on December 10, 18, 21, 22, 1981 and on January 25, 26, February 4, and 11, 1982. The parties submitted opening briefs on October 1, 1982, and the respondents submitted a reply brief on October 18, 1982.

FACTS

General Background

The parties had a collective bargaining agreement which ran from January 1, 1980 through June 30, 1981. The 1980-81 agreement consisted, in relevant part, of a master agreement between the employer and various unions including Local 461, and a supplemental agreement with Local 461. Article III of the supplemental agreement is entitled "Special Considerations" and provides:

> E) Keep the personalized patrol car program active and up to strength with a minimum being a deputy finishing probation in patrol shall have a personalized patrol car within budget constraints.
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> * * *
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> M) Minimum Staffing (Sheriff's Office Only): Even though the County does not agree that staffing is a mandatory subject of collective bargaining and is an encroachment into Management prerogative the County will provide the following provisions:
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> > There are presently eight (8) patrol districts within the major populated area of Pierce County, accordingly an average of eight (8) patrol deputies will be assigned.
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> * * *

The dispute in this matter arose during negotiations between the parties for a successor agreement. The parties were unable to reach agreement on a successor agreement to the 1980-81 agreement until January, 1982. During the period between the expiration of the old agreement on June 30, 1981 and the execution of the new agreement, the employer instituted changes in its policies regarding vehicle assignments and also regarding minimum manning of shifts in the sheriff's department. These changes resulted in the filing of the instant unfair labor practice complaints.

History Regarding Vehicle Assignments

In 1974, the employer instituted the "personal patrol car program". Thereafter, all deputies in the patrol division of the sheriff's department were assigned police vehicles, which they were permitted to drive to and from work. By 1981, about 155 employees of the sheriff's department were assigned vehicles which they were permitted to take home. This figure included many employees who were not in the patrol division.

The provision in the 1980-81 agreement relating to the personal patrol car program was first placed into the parties' collective bargaining agreement

in 1978. The 1980-81 agreement makes no mention of other vehicles. Lewis Hatfield, the union's secretary-treasurer and executive officer, and Tom Lawrence, a detective and shop steward, each testified that on a number of occasions in past years, employer representatives during contract and grievance negotiations had reminded them that the assigned cars were a costly benefit.

In June, 1980, the employer began a practice of assigning to each of ten residential appraisers in the assessor-treasurer's office, county vehicles which they were permitted to use to commute to and from work. The union had unsuccessfully attempted during the negotiations for the 1980-81 agreement, to provide in the agreement for the take home use of county vehicles by the residential appraisers. However, the employer did agree to attach to the 1980-81 agreement the following letter, dated March 24, 1980:

> Please know that the County is virtually certain that it will soon be able to administratively implement a program to provide County vehicles for use by Assessor's Office appraisers who are regularly assigned to perform field appraisals of real property. Specific guidance and written rules regarding vehicle use will also be provided.
>
> This letter is solely for the purpose of providing you with background information regarding present administrative actions only and is not a part of any collective bargaining agreements.

John Burgess, a fire inspector for the employer for the past seven years, testified that during his entire tenure of employment except for a two-week period in 1979 or 1980, fire and building inspectors were each assigned county vehicles on a take home basis. In the fall of 1981, there were 15 such personally assigned vehicles.

Employees who were assigned county vehicles were supplied fuel and maintenance for those vehicles by the employer.

The Vehicle Study

On May 1, 1981, Booth Gardner took office as the employer's county executive. During the following week, Greg Barlow, the county administrative officer, advised Ken Jones, the manager of the employer's office of policy planning and program management, that Gardner wanted a study prepared of the county's vehicle usage policy. On May 8, 1981, Jones submitted to Barlow a proposal for conducting the vehicle study. That proposal indicated that the study would take about nine weeks to complete. On May 15, Jones was advised to

begin his study. During the next few months, Jones obtained comparative data regarding other governmental entities, inventoried the employer vehicles, sent out questionnaires to be completed by employees with assigned vehicles, and met with various department heads.

During the time that the study was being prepared, the parties were engaging in contract negotiations. Jones testified that during May and June he had a number of phone conversations with members of the employer bargaining team regarding vehicle usage, and that on June 19, he met with them to brief them on the progress of the report. Jones testified that he was advised by the county's bargaining team not to include the patrol division vehicles in his specific recommendations until the union negotiations were completed. Jones further testified that he was advised that his report should include a recommendation that the personal patrol car program should be negotiated out of the collective bargaining agreement. Jones testified that the employer negotiators had advised him that the personal assignment of vehicles was being discussed at the bargaining table with regard to the sheriff's department, the assessor's office and the building inspectors.

Jones testified that he submitted his final recommendations to Gardner and Barlow sometime during the period between July 18 and July 20, 1981, but that they made no decision at that time. On July 20, Jones briefed the employer negotiating team on his study.

The report contained a number of recommendations relating to the maintenance and usage of county vehicles. Jones recommended a large reduction in the number of county vehicles which were taken home. This included a reduction from 15 to 2 in the number of vehicles to be taken home by fire and building inspectors and also reductions among the vehicles taken home by appraisers. Jones testified that based upon the advice given to him by the employer bargaining team, he recommended that the 84 vehicles of the patrol division not be included in the new policy until the union negotiations were completed, and that the personal patrol car program should be negotiated out of the agreement.

Jones recommended that in the sheriff's department, excluding the patrol division from consideration, only 12 vehicles should be allowed to be taken home. Jones testified that he submitted alternative recommendations later in July for a reduction in the number of patrol vehicles driven home, should the decision be made to include the patrol division in the reduction. Jones estimated that the employer could annually save $224,250 if his recommendations, excluding the patrol division, were followed. He estimated that an additional $240,700 could be saved if his recommendations regarding the patrol division were followed.

Jones testified that on July 28, he again met with Gardner and Barlow and that Gardner decided to generally accept his recommendations and to reduce the number of cars driven home at night. Jones testified that Gardner decided that effective October 1, 1981, no cars would be taken home except by executive exception and that such exceptions would be negotiated with each department head.

Negotiations Prior to Implementation of Changes

The negotiations for a successor agreement were initiated by a mutual exchange of letters and proposals, dated April 28, 1981. One of the changes contained within the county's initial proposal was to delete the supplemental agreement and negotiate as to which provisions of the supplemental agreement should be incorporated into the master agreement. Thus, the county opened for bargaining, in an indirect and vague manner, the subjects of the personal patrol car program and minimum manning in the patrol division, each of which were included in the supplemental agreement to the master agreement.

The county negotiating team consisted of Richard Burt, Francis Cathersal, and Terry Sebring. Burt is a labor relations consultant and was the county's primary spokesman. Cathersal was the county's director of personnel until October 1, 1981, and was the county's director of administrative services at the time of the hearing. Sebring was the chief civil deputy in the county prosecutor's office until October 1, 1981 when he replaced Cathersal as the county's director of personnel. Cathersal and Sebring served on the county negotiating team both before and after their change in job titles on October 1st.

The union's chief spokesman was Lewis Hatfield. Evelyn Hatfield, a secretary and part-time business agent employed by the union, took shorthand notes of the negotiation sessions. These shorthand "minutes" were later put in typewritten form and filed by the union. Ms. Hatfield testified that these minutes were not a verbatim transcription of the negotiation, but that the important discussions were recorded. Generally speaking, there is no dispute regarding the accuracy of those minutes, and I have relied on them heavily wherever there has been a conflict in testimony among the witnesses. Other members of the union negotiating team included Fred Van Camp, Hal Nielson, Thomas Lawrence, John Burgess, and others.

Bargaining table negotiations began in June, 1981. During those negotiations the county stressed that its difficult financial stiuation would result in a substantial budget deficit for 1981. In fact, according to David Gago, the executive assistant to the county executive, the county ended 1981 owing on interest bearing warrants amounting to $2.1 million.

On July 20, 1981, the county negotiators informed their union counterparts that the county was in the process of developing a study on the county vehicle policy and that a proposal on the subject would be forthcoming.

On July 29, 1981, Sebring read the county's vehicle use proposal and said that it would be presented in writing at a later date. With regard to what transpired at that meeting, I credit the minutes taken by Evelyn Hatfield. In relevant part, those minutes are quoted below:

> Terry Sebring presented proposal by County on car program orally, and stated they will come back with proposal in writing. Stated County Executive will be going public this week with a general statement regarding the car program being curtailed. Stated Executive would be going to Council with request for amendment to present code which would authorize executive to define who should have personalised (sic) vehicles because of economic condition of County.
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> Re 10 vehicles being taken home at night by Assessor-Treasurer employees, County proposed vehicles be parked each night at Central Maintenance Shop for duration of present appraisal cycle, would be at 112th at Franklin Pierce High School, to be left at end of day and picked up in morning. Executive is contemplating making effective October 1, 1983, and when appraisal locations change, leave at closest designated area. No personal mileage to be reimbursed, only authorized if motor pool car not available. County intends to provide enough cars in pool so would not need to use personal vehicle.
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> Fire Prevention and Building Inspection now has 15 vehicles - 11 in Building Inspection and 4 Fire Inspection. County proposed one fire prevention vehicle to be taken home at night by fire inspector on call. Building Inspection vehicles to be parked at night in designated location. (County facility closest to geographical area assigned).
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> Parks and Recreation - 2 taken home at night, proposing no change. Resident park supervisor to leave at facility.
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> Sheriff's Office - 155 vehicles currently used for law enforcement purposes. Current practice of encouraging personal use; Sheriff has recently put out memo discouraging personal use. 84 marked vehicles used by patrol, reduce 1/2. No longer be personally assigned, will be some exceptions. Executive would be making actual determination after consulting with Sheriff.
>
> Possible exceptions would be personnel required on fairly regular basis to be called out in emergency to report directly to crime scene. Canine unit and squat (sic) unit, possible exceptions. In addition, Captains with command responsibility would be assigned vehicle that could be driven home at night. One does not have command responsibility and would not have car assigned. Would have access to motor pool.

> Other sections - one vehicle available for every two employees. Detective - Investigative Division - would be at discretion of Executive how many could be driven home at night.
> Civil Division may have one vehicle to be taken home at night on rotating basis.
> Detectives - possibly three taken home at night, one for major crimes, one for special investigation on call.
> Traffic - 2 personally designated for on call for hit and run, etc.
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> Prosecutor's Office would be along lines consistent with other areas.
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> Coroner's Office - No changes contemplated.
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> Terry Sebring stated program to be consistent whether union or non-union. Currently County has 354 vehicles, with 58% (206) driven home. In comparison, City of Tacoma drives home 3%, King County 6%, Seattle 7%, Multonomah County 6%, Portland 13% and Snohomish 24%.
>
> To bring into line, Executive is contemplating establishing a fleet manager to develop regulations and practices and set up schedules in order that vehicles are used more economically. Lew stated Union would need to inform the public what impact proposals will have if personalized car program is taken away, as citizens need to be informed that under-manned department will not be able to respond to emergency situations.
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> Terry Sebring stated that Executive will make every effort in news release to stay away from specifics, and Mr. Burt stated they had tried to put everything on top of table.
>
> John Burgess stated that Fire Inspection and Building Inspection are now undermanned and final building inspections are not being made now. Fire calls are behind, and equipment does not function when left sitting. Restricting cars will reduce further.
>
> Lew pointed out that comparison with Seattle and Tacoma is not relevant, as those areas are confined and easier to cover. Lew stated County should look at how many men are in various departments according to population. With our near-by military basis (sic), no other county in State has our same problems.

Hatfield testified that during this meeting Sebring stated that the county would only negotiate with regard to the vehicles in the sheriff's department, and not with regard to vehicles used in other departments. Hatfield testified that Sebring stated that the county was providing the union with its plans for vehicle usage outside the sheriff's department, for informational purposes only. Van Camp supported Hatfield's testimony on direct examination, but on cross-examination testified that he could not recall what was said, but that it was the attitude of the county's negotiators rather than what was said that indicated to him that they would not negotiate all aspects of the county's proposed vehicle policy. Van Camp

further testified that Sebring did not say that the proposal was in any way presented for informational purposes only. Similarly, Evelyn Hatfield and Brugess testified that Sebring did not say that certain parts of the proposal were non-negotiable. Sebring, Cathersal, and Burt each testified that at the July 29 meeting, the county placed no restrictions on their willingness to negotiate on the vehicle use proposal.

Evelyn Hatfield's minutes of the July 29 meeting also reflect that the subject of Article III or, minimum manning, was raised:

> M - Referring to Minimum Staffing in Sheriff's Det. -Mr. Burt stated they were requesting deleting, as feels it is restrictive to management, and has a strong aversion to manning clauses. Stated he will come back with some language providing that Sheriff can move deputies around as needed. Schoneman stated Sheriff is doing that now and explained.

At the conclusion of the July 29 meeting, the county acceded to Hatfield's suggestion that the county and the union should submit a joint request for mediation.

Hatfield testified that on July 30, he had a phone conversation with Cathersal during which Cathersal stated that the personal patrol car program was still subject to change and that he was surprised that Sebring had given the impression to the union that the program was set. Cathersal testified that during this conversation he had told Hatfield that the patrol car portion of the county's vehicle proposal was the most fluid. Cathersal testified that he was neither surprised by Sebring's presentation, nor had be indicated such surprise to Hatfield.

On August 4, 1981, Burt mailed a list of the open issues to the union. Included among the listed issues was Article III E (personalized patrol car program) and M (minimum staffing) of the supplemental agreement. This list was presented to the mediator at the first mediation session which was held on August 24. No negotiation sessions were held between July 29 and August 24. However, on about August 4, county officials presented a gloomy picture of county finances to a group of union representatives including Hatfield. David Gago was present to answer questions from the union representatives. Hatfield raised some questions about projected county revenues and was told that the county would respond to these questions at a later time. Hatfield testified that he never received a response to the questions which he raised. Sebring testified that the county had responded to these questions by a written memorandum which it had shown to the mediator on December 3, 1981.

Subsequent to the August 24 mediation session, another mediation session was held on September 3rd. The subject of minimum manning was discussed. The union's position was that Article III M should be amended to reflect that a "minimum" of ten patrol deputies should be assigned. The union's minutes of the September 3, 1981 meeting reflect that the county proposed the following language for the last sentence of Article III M:

> An average of eight patrol deputies will be assigned to each eight-hour shift.

Another mediation session was held on September 4, 1981. According to the minutes of that meeting, Burt stated that the county wished to discuss the vehicle issues at the next meeting.

The next meeting was held on September 9th. The union was given a written proposal regarding vehicles. That proposal reads as follows:

COUNTY PROPOSED CHANGES IN VEHICLE ASSIGNMENT AND USE

Teamsters Local 461

I. Delete present language of subsection (e) of 461 Supplemental Contract, Art. 3 -- Special Considerations; and substitute the following new language:

> Personal assignment of a county patrol vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignments.

The Sheriff's office Patrol Division presently has 84 vehicles. The County anticipates that these will be reduced by approximately one-half and the only vehicles allowed to be driven home would be ones specifically approved by the Executive. Patrol officers allowed to continue to take vehicles home at night (personally assigned) would probably be those who require to be called out on a regular basis for emergencies when not on shift and when the emergencies necessitate personnel's reporting directly to the crime scene. (This probably means K-9 and SWAT teams.)

II. Only the vehicles set forth under I are currently covered by any form of contract language. The following is a summary of the changes the County proposes to make in vehicle assignment and use for departments represented by 461 currently.

(A) As a general statement for all departments -- no other personal mileage reimbursement will be authorized unless either departmentally assigned or car pool vehicles are unavailable. The County intends to provide an adequate number of departmentally assigned or motor pool vehicles for all ordinary situations.

(B) Assessor-Treasurer. Currently ten vehicles are used by resident appraisers and taken home at night. The county proposes that vehicles used by resident appraisers be parked each night at the Central Maintenance Shop for the duration of the current appraisal cycle. When appraisal locations change, resident appraisers shall leave their vehicles at the closest county designated location in proximity to their field assignments.

(C) Building Inspection-Fire Prevention. The department currently has 15 vehicles, four of which are fire prevention and 11 for building inspection. The county proposes that one fire prevention vehicle be allowed to be taken home at night which will rotate among the fire inspectors on call. Building inspection personnel will be required to park their cars at night at the county designated location either closest to their residence, their geographical area of field responsibility, or the county annex, at the discretion of the Executive. A rotating system with other county radio equipped cars will be used to achieve consistent monthly mileage to the extent possible.

(D) Parks-Recreation. Only two vehicles are taken home at night by resident part maintenance supervisors who live at the facilities where they are taking them. Propose no changes currently.

(E) Sheriff. Approximately 155 vehicles are used for various law enforcement purposes. See above reference to patrol vehicles under contract language. Virtually all vehicles are personally assigned and driven home at night presently. Prior to July 1, 1981, they were encouraged to be used for additional personal use as a matter of departmental policy; the sheriff, however, has discontinued this policy apparently by official departmental memorandum.

All captains with command responsibilities would continue to have a vehicle personally assigned to them which could be driven home at night. One captain currently does not have command responsibilities.

All other sections of the sheriff's office will no longer have personally assigned vehicles. One vehicle for every two persons will be provided to the detective/investigation officers which number approximately 22. At the discretion of the Executive, the following are probable number of vehicles which will be allowed to be taken home in the nonpatrol sections:

Civil -	1	(rotating basis for process servers or other nonshift responsibilities)
Detective/Investigations -	3	(probably for detectives assigned to major crime areas who are on call)
Juvenile -	1	(for personnel on call)
Special Investigations -	1	(for officer on call)

Traffic - 2 (for officers who are frequently called out to investigate hit-and-run and fatalities)

II. The above proposal is programmed to be implemented October 1, 1981 in a consistent manner for nonrepresented employees as well as represented employees. Backup material is available from the county. The backup material includes comparisons of vehicle use by other similar counties and cities.

The union minutes of the September 9 mediation session reflected the following discussion regarding the county's vehicle proposal:

> Terry Sebring stated the County Council had given the authority to the County Executive to deal with the car program, setting up rules and regulations involving the use of County vehicles. He further stated the rules and regulations were not completely developed yet. Lew questioned if we had not reached agreement by the proposed implementation date of October 1st what action would be taken. Mr. Burt replied this was the target date the County was attempting to shoot at in an attempt to cut costs down; that they felt it would save approximately $5,000 per vehicle per year. Les Cathersal stated it would depend on where we were in negotiations on October 1st, that the program would not be unilaterally implemented and that the Union would be notified of any action to be taken, but could not give a definite yes or no answer. Lew stated he felt this was negotiable, if and when.
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> * * *
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> Lew stated we need to bring in full Sheriff's Wage and Grievance Committee with Sheriff's administration to discuss and hammer out items in their contract. He requested one trial negotiating session to be held possible (sic) in Sheriff's Conference Room with members of committee on day shift attending. County agreed to take under advisement.

Hatfield testified that his "impression" of the county offer was that the county was willing to negotiate with regard to the personal patrol car program, but that they would not negotiate with regard to other vehicles. Hal Nielson, a member of the union negotiating team, testified that as a result of comments made by county negotiators, he was led to believe that the whole vehicle policy was not subject to negotiation. Sebring, Cathersal, and Burt, each testified that the union was not told that any part of the county proposal was not negotiable. The union made no counter proposal on the vehicle issue at the September 9 meeting.

The parties arranged to hold an informational meeting on September 21, 1981, so that deputies who were members of the union's wage and grievance committee could express their concerns regarding the effect of the proposed vehicle policy on the sheriff's department. Present for the county was its regular negotiating team plus Sheriff Lyle Smith and Undersheriff Roy Fjetland. The parties understood that this was not to be a formal negotiating session, and the mediator was not present. At this meeting, deputies who were members of the wage and grievance committee or of the union's bargaining team expressed the reasons for their disapproval of the proposed change in vehicle policy. Hatfield testified that at this meeting, the union was, for the first time, informed of the county's estimated cost savings upon implementation. Also at this meeting, Hatfield asked the county negotiators to delay the implementation date of the new vehicle policy beyond October 1st. The county negotiators indicated that they would take the agruments made during the meeting under advisement and would get back to the union about them later.

A mediation session was held on the next day, September 22, 1981. According to the union's minutes, vehicles were again discussed and the union again requested that the county postpone its implementation date. The union made no formal counterproposals on the subject.

During the last week of September, the county decided to postpone implementation of its new vehicle policy until November 1, 1981.

On October 13, 1981, the mediator brought Hatfield and Sebring together for an "off the record" discussion. Hatfield testified that Sebring raised the possibility of modifying its position on call back pay if the union would accept the new car policy. Sebring's version of the discussion is different. Sebring testified that Hatfield explored the possibility of settling the vehicle issue by arranging for employee leasing or sharing of county vehicles. Sebring testified that he told Hatfield that he would need more details from the union on these concepts, and that he would discuss them with the county executive and the sheriff.

The negotiators met again on October 15th. Also present for the county were Jones and Fjetland. The parties discussed vehicle leasing or sharing alternatives, but no new proposals were made. The union's position remained maintenance of the status quo. The county's position remained that the new vehicle policy would be implemented on November 1st. One of the union negotiators, Sergeant Patrick Lemagie, testified that at the end of the meeting, Burt stated that both sides seemed fixed in their positions and that there was no reason to proceed any further since they were not accomplishing anything. This was the final discussion between the parties regarding vehicles prior to the county's implementation of a new vehicle policy.

Implementation of the New Vehicle Policy

On or about July 28, 1981, the following press release (Exhibit No. 6), was made public by the Office of County Executive:

> Effective October 1, 1981, all county vehicles will be either departmentally assigned or located at a county designated motor pool facility. Personally assigned vehicles (vehicles taken home at night) will be authorized as an exception to the policy by the Exeuctive where it is determined to be essential to the job performance of the invididual to whom the vehicle is assigned. All requests and previously granted waivers will be reviewed annually as a part of the county budget process.
>
> This decision is the result of considerable effort spent in the past few months examining alternatives to dealing with Pierce County's financial situation. One of the areas of major concern is the utilization and management of county owned vehicles.
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> * * *
>
> This recommendation, when implemented, will result in a reduction in operating costs of between $200,000 and $400,000 per year.
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> * * *
>
> There has been a substantial amount of data collected during the past six weeks and as a result many options are available pertaining to final decisions and recommendations yet to be made. In many instances, county vehicles are assigned to personnel represented by unions. The county has presented this proposal to the respective unions and will be prepared to discuss the justification for all recommended changes.

During July and August of 1981, Jones continued to meet with officials of various departments with regard to their vehicle usage and needs. On August 13, 1981, Jones discussed the vehicle requirements of the various departments with Gardner and Barlow. Jones testified that Gardner was willing to accept his recommendations with regard to some of the departments, but that Gardner was not yet ready to decide on the vehicle assignments of others, including the sheriff's department. Jones testified that he continued to meet with Gardner and Barlow regarding the vehicle policy during the next three months. During the same period Jones was also meeting with the county's bargaining team in order to brief them on the status of the vehicle program.

With regard to the sheriff's department, Jones had recommended that only 12 cars be taken home. Jones testified that Sheriff Smith had objected to this recommendation, and in early September Smith had proposed that there be 48 or 49 assigned cars in the sheriff's department.

On September 10, 1981, Sheriff Smith issued a memorandum to all of his department personnel in which he stated:

> . . . there has been no executive approval for any specific [vehicle] program at this time.
>
> Budget limitations indicate that a reduction in the fleet is mandatory. I will attempt to have the specifics to all personnel sometime next week and the new program will not be adopted until October 1, 1981; . . .

On September 14, Sheriff Smith issued a written "general order" to all department personnel stating:

> Effective October 1, 1981, there will be a reduction in the number of take-home assigned vehicles. Due to severe budget constraints, it is necessary to reduce the number of vehicles currently assigned on a take-home basis. Attached is a list of all personnel who will continue to be assigned a vehicle on a take-home basis.
>
> Officers should immediately begin making arrangements for their own personal transportation to and from work. Officers who currently have personal equipment in their assigned vehicles may wish to remove it prior to the deadline.
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> * * *

Attached to the order was a list of 49 department employees who were to continue to have assigned vehicles with take-home privileges. This reflects a much larger number of vehicles to be driven home then were previously proposed to the union.

Sebring testified that when he was informed of the sheriff's order, he phoned Hatfield and told him that the order was issued without the knowledge of the county negotiating team. Sebring testified that he assured Hatfield that the county had not finally decided to implement any vehicle plan at that point. Sebring further testified that he told Hatfield that he would try to find out why the sheriff had issued the order. Whether Sebring did so or not, is not evident from his testimony. Jones testified that Sheriff Smith must have been acting under a mistaken assumption. Jones testified that while Gardner reacted favorably to Sheriff Smith's proposal, Gardner had taken it under advisement and referred it to Jones for his recommendation.

Sebring testified that the September 24, 1981 decision to postpone implementation was made in order to give management more time to work on the development of the new program, and also in order to give additional time to the negotiation process with the union. Also on September 24, Undersheriff

Fjetland issued a written "special order" in which he indicated that implementation of the new vehicle policy would be delayed until November 1, in order to "allow for the drafting of more comprehensive guidelines to answer the concerns that officers have expressed."

Jones testified that he met with the county executive again on October 23, and that at that meeting the county executive made substantially all of his final decisions regarding the vehicle policy. Jones testified that he again met with the county executive on October 29, at which time, the final touches were placed on the policy to be implemented.

Jones testified that the new vehicle policy which was implemented on November 1, was significantly different from his July recommendations. Jones testified that he and the county executive held discussions with the various department heads in the months following the issuance of his July vehicle study. Those discussions resulted in changes from the recommended number of assigned vehicles in almost every department.

Gago testified that the new car program was phased in on a county-wide basis between August 1981 and January 1982. With regard to the employees involved in the instant dispute, the altered vehicle policy was implemented on November 1, 1981. The number of vehicles assigned on a take-home basis was reduced in the sheriff's department from about 155 to 51, in the assessor's office from 10 to only 1 vehicle, and in the building and fire inspection unit from 15 to only 3 vehicles.

Implementation of Change in Minimum Manning

Sergeant Patrick Lemagie testified that since at least January, 1980, the police department has maintained a policy of keeping at least eight patrol officers on duty at any given time. He testified that if the staffing level fell below eight for more than two hours, off duty officers would be called in to work. During the course of the negotiations, the union had proposed that a "minimum" of ten patrol deputies should be assigned, while the county proposed that an "average" of eight deputies "be assigned to each eight-hour shift".

During July, 1981, Sergeant Van Gieson completed a study of the use of patrol deputies which included a review of the number of dispatches at different hours of the day. On August 7, 1981, Van Gieson attended a meeting with a captain and three lieutenants in order to discuss the study and its implications for scheduling. At that meeting it was decided that the

following schedule for patrol deputies should be implemented as of September 1, 1981. From midnight until 5:00 AM, 10 patrol deputies would be on duty. From 5:00 AM until 8:00 AM, 4 patrol deputies would be on duty. From 8:00 AM until 9:00 PM 10 patrol deputies would be on duty. From 9:00 PM until 12:00 midnight, 16 patrol deputies would be on duty. Later, a revised schedule was prepared for implementation on October 1, 1981. Pursuant to this revised schedule, 10 patrol deputies were scheduled at all hours of the day except between 7:00 AM and 8:00 AM when 5 patrol deputies would be on duty, and between 11:00 PM and 12:00 midnight when 15 patrol deputies were to be on duty. These revisions in the minimum staffing levels were made without notice to, or negotiations with, the union.

Negotiations Subsequent to Implementation

On November 18, 1981 the parties met again under the auspices of a mediator. The union's minutes for that meeting reflect that the mediator listed what he considered the open issues to be. Among the open issues which were listed were "[p]ersonal cars Sheriff's department" and "Sheriff's staffing; average changed to minimum".

The next meeting was held on December 3, 1981. At that time the union took the position that the issue of vehicle assignment would be resolved in litigation. With regard to staffing, the union continued to take the position that the contract language should refer to a "minimum" and not an "average". At the conclusion of the session, the county announced that it was presenting its "last and best offer". It provided in part:

* * *

> 6.13 - Assigned Vehicles. Personal assignment of a County vehicle shall be at the discretion of the County Executive. The Executive will establish administrative rules and regulations on vehicle use and assignment.

* * *

> ARTICLE XX - SHERIFF STAFFING
>
> The Employer will provide the following provision:
>
> An average of eight (8) patrol deputies will be assigned to each eight (8) hour shift.

On December 17, 1981, the union membership voted to reject the county's last and best offer.

On December 29, 1981, the parties met again in mediation. The union presented a counter-proposal involving 18 items. Among those proposals were the following:

* * *

> Article VI 6.13: The Union proposes the following:
>
> Negotiate the Sheriff's Department car program for an additional thirty (30) days; if no agreement reached, submit to binding arbitration. The Union concurs with car assignment in other departments providing agreement is reached on parking location, and provided that the County does not require the employee to drive personal car on County business. Negotiate on this additional thirty (30) days, and if no settlement, submit to binding arbitration.

* * *

> Article XX - Sheriff Staffing: Strike out "an average of" and rewrite as follows:
>
> "A minimum of eight (8) patrol deputies will be assigned to each eight (8) hour shift".

* * *

The county rejected the entire union proposal and reiterated that its final and best offer was presented on December 3rd. The union then came back with another counter-proposal which consisted of 6 of the 18 items in its earlier counter proposal. The union indicated that if the county agreed to amend its proposal of December 3 to reflect the six changes proposed by the union, then there would be an agreement. The six changes sought did not include the issues of vehicle assignment or minimum manning. The county rejected the union's new county proposal, and still held to its position of December 3rd. Further, the county negotiators stated that a letter would be forthcoming from the county indicating which portions of its offer that it intended to implement.

By letter dated December 31, 1981, Sebring informed Hatfield that the county was implementing, effective January 1, 1982, certain provisions contained within its last and final offer, including the county proposal regarding sheriff's staffing.

Hatfield, Sebring, and Burt, engaged in further negotiations by telephone on January 4, 5, and 6, 1982. The subjects of vehicle assignment and sheriff's staffing were not discussed. A tentative agreement was reached on January 6.

Later on January 6, Steve Frank, the union's attorney, phoned Sebring and they discussed the ratification procedures. During that conversation, Frank informed Sebring that the union intended to proceed with the instant unfair labor practice proceeding. This was reaffirmed by Hatfield in a phone conversation later that afternoon with Sebring and Cathersal. During that conversation, Hatfield indicated that the union's tentative agreement regarding the labor contract should not be construed as an agreement to withdraw the unfair labor practices.

On January 8, 1982, the parties executed the agreement. The agreement was made retroactive to July 1, 1981, and included the county's proposals regarding vehicle assignment and sheriff's staffing, unchanged from the county's position of December 3, 1981.

DISCUSSION

Deferral to Contractual Dispute Resolution Procedures

The county argues that the parties have collectively bargained about the subjects of the unfair labor practice charges, i.e., minimum manning and the vehicle policy, and that an agreement was voluntarily reached, retroactive to July 1, 1981. The county asserts that there should be a deferral to that agreement and that the unfair labor practices should therefore be dismissed.

This Examiner has previously deemed it appropriate to follow the NLRB policy expressed in Collyer Insulated Wire, 192 NLRB 837 (1971) of, under certain circumstances, deferring resolution of unfair labor practice charges to the arbitration procedure outlined in the parties' collective bargaining agreement. City of Richland, PERC Decision No. 246 (PECB, 1977); see also Pierce County, Decision 1295 (PECB, 1981); William E. Arnold Co. v. Carpenters District Council of Jacksonville and Vicinity, 417 U.S. 12, 16 (1974). The City of Richland decision is not directly applicable to the instant case because the parties agree that the dispute does not involve issues susceptible to resolution under the operation of the grievance machinery agreed to by the parties. See Eastman Broadcasting Co., 199 NLRB No. 58 (1972).

The county relies on Central Cartage Company, 206 NLRB 337 (1973), in support of its contention that deferral should be extended to the parties' voluntary agreement. As the union aptly points out in its brief, the Central Cartage case is not in point since there the employer and the union reached a settlement which was intended to resolve the outstanding unfair labor practices. In the instant case, the union quite clearly informed the county

prior to the execution of the collective bargaining agreement upon which the county relies, that by signing the agreement the union had no intention of settling the unfair labor practice dispute. Thus, it is clear that there was no agreement that the execution of the new collective bargaining agreement would constitute a resolution of the unfair labor practices.

The execution of a collective bargaining agreement does not automatically remove the possibility of either side being found guilty of a refusal to bargain unfair labor practice complaint regarding the underlying negotiations and related events. The union's allegations related to certain alleged unilateral changes in working conditions implemented by the county during the fall of 1981. While the parties may have reached a collective bargaining agreement on January 8, 1982, they did not thereby express a mutual intent to settle the outstanding unfair labor practies. If it is found that such unfair labor practices were committed, they exist independently of the collective bargaining agreement and they are still subject to remedy.

The Minimum Manning Allegations

The Public Employees' Collective Bargaining Act provides in RCW 41.56.140(4) that "[i]t shall be an unfair labor practice for a public employer . . . [t]o refuse to engage in collective bargaining."

"Collective bargaining" is defined in RCW 41.56.030(4) as:

> ... 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. (emphasis supplied).

"[P]ersonnel matters, including wages, hours and working conditions" are mandatory subjects for bargaining. Subjects which are remote from such matters or are regarded as a prerogative of management are nonmandatory subjects for bargaining. Federal Way School District, PERC Decision No. 232-A (EDUC, 1977). The duty to bargain applies only to mandatory subjects. Id.; NLRB v. Wooster Division of Borg-Warner, 356 U.S. 342 (1958).

While the parties have previously agreed to include a minimum manning provision in their collective bargaining agreement, they did not thereby cause the subject to be a mandatory subject of bargaining. The parties specifically recognized this in Article III.M of their 1980-81 supplemental agreement as follows:

> ... the County does not agree that staffing is a mandatory subject of collective bargaining ...

Moreover, the parties could not, in any event, by their actions change a nonmandatory subject of bargaining into a mandatory subject of bargaining. This is evident from WAC 391-45-550 which provides:

> It is the policy of the commission to promote bilateral collective bargaining negotiations between employers and the exclusive representatives of their employees. Such parties are encouraged to engage in free and open exchange of proposals and positions on all matters coming into the dispute between them. The commission deems the determination as to whether a particular subject is mandatory or nonmandatory to be a question of law and fact to be determined by the commission, and which is not subject to waiver by the parties by their action or inaction. It is the policy of the commission that a party which engages in collective bargaining with respect to any particular issue does not and cannot thereby confer the status of a mandatory subject on a nonmandatory subject.

The union contends that the subject of minimum manning is a mandatory subject of bargaining since it relates to officer safety and scheduling. The Washington Supreme Court has said "... that such managerial decisions which lie at the core of entrepreneurial control, are not subject to the duty to bargain collectively." Spokane Education Association v. Barnes, 83 Wn.2d 366 (1974), quoted in Federal Way School District, supra. See also Justice Stewart's concurring opinion in Fibreboard Paper Products Corp. v. NLRB, 379 U.S. 203 (1964).

In City of Yakima, PERC Decision No. 1130 (PECB, 1981), this Examiner observed that the strategic service level decision regarding the number of police officers assigned to a shift must be considered a fundamental management prerogative. The reasoning used in the City of Yakima decision is equally applicable in the instant case:

> In the private sector, product decisions such as what product to manufacture or how many to produce, are not required to be bargained with the employees' collective bargaining representative. Such decisions are generally accepted as within management's prerogative. Similarly, in the public sector, the public officials are vested with the authority to make basic decisions to allocate resources and to determine the levels of service to be provided to the public. Whether a community will have a large police force, a small one, or none at all, is a very basic managerial decision which ultimately must be determined by the voting public through its elected representatives.

It was held In Yakima that such a decision is too remote from "personnel matters, including wages, hours, and working conditions" to be considered a mandatory subject for bargaining.

Police manning levels have been held to be a nonmandatory subject of bargaining by other state labor agencies as well. City of Cape May and Cape May P.B.A., 835 GERR 21 (N.J. PERC, 1979); Matter of Newton Police Union Local 76 and City of Newton, 3 CCH Public Employee Collective Bargaining Reporter #40,621 (Iowa PERB, 1978); Police Association of Mount Vernon and City of Mount Vernon, 3 CCH Public Employee Collective Bargaining Reporter, #42,096 (N.Y. PERB, 1980); Manitowoc County v. Manitowoc County Sheriff's Department, 3 CCH Public Employee Collective Bargaining Reporter, #42,533 (Wisc. ERC, 1981); City of Salem, 4 NPER 39-13022 (Or. ERB, 1982).

The evidence presented was insufficient to establish that the patrol deputies' safety was directly related to the number of patrol deputies on duty in Pierce County at any given time. In this regard, Detective Thomas Lawrence testified that a minimum manning clause was needed to assure that there was available help in case a patrol deputy became involved in a dangerous situation. However, no examples were presented in testimony to illustrate how the change in the department's minimum manning policy has affected or would directly affect the safety of the officers. While it might be argued that the emergency response procedures, as they affect the deputies safety, may be a bargainable subject, that is not the issue here. As pointed out in City of Yakima, supra:

> That the number of police officers assigned to a shift may in some indirect manner relate to matters which arguably are mandatory subjects does not necessarily mean that the subject of manning levels is mandatory. See: Federal Way School District, supra.

Similarly the subject of work schedules for individual employees is also not directly at issue here. The union's complaint does not allege a unilateral change in scheduling, but rather only alleged a unilateral reduction in the minimum staffing levels during certain hours, without first bargaining to impasse. Since "minimum manning" in the form present in this case is not a mandatory subject of bargaining, the county was not compelled by the language of RCW 41.56.140(4) to engage in collective bargaining prior to changing its policy regarding the minimum number of deputies on duty.

Vehicle Assignment Policy - Mandatory Subject

The county concedes that its practice of permitting employees in the sheriff's department to take home their assigned vehicles at night amounted

to a working condition and a mandatory subject of bargaining. However, the county argues that as to other departments the take-home privilege was not established by past practice and it did not therefore become a working condition or term of employment.

As the county appears to realize, the privilege of having an assigned county vehicle to drive to and from work is a significant working condition and financial benefit. Several decisions of the National Labor Relations Board have held that the privilege of driving company vehicles home at night is a mandatory subject of bargaining. In both Wil-Kil Pest Control Co., 181 NLRB 749 (1970), affirmed Wil-Kil Pest Control Co. v. NLRB, 440 F.2nd 371 (7th Cir. 1971) and George Webel and Pike Transit Co., 217 NLRB 815 (1975), the NLRB held employers to have committed unfair labor practices by unilaterally modifying their practice of allowing employees to drive their assigned company cars home at night, even though the practice had never been provided for in a collective bargaining agreement.

In the instant case, the county's newly imposed vehicle policy affected the working conditions of sheriff department employees, residential appraisers and fire and building inspectors. It matters not that some of these employees had enjoyed the privilege for only a year prior to the change, while others had enjoyed it for many years. One year is certainly a sufficient amount of time to establish a condition of employment, the removal of which is subject to bargaining. It also is not significant that the expired collective bargaining agreement provided for the take home use of vehicles for patrol deputies, but made no mention of other employees. Wil-Kil Pest Control Co., supra; George Webel and Pike Transit Co. supra. The take home use of vehicles represented a bargainable working condition, and the county was therefore required to negotiate in good faith prior to changing its practices in this regard.

Vehicle Assignment Policy - Bargaining

The union argues that the county violated its bargaining obligation by reaching the decision to change its vehicle assignment policy before notifying the union of its intent to do so. The preponderance of the evidence is not supportive of the union's contention that during the bargaining on July 29, the county expressed that it would not negotiate with regard to certain aspects of its vehicle use proposal, or that certain aspects of that proposal was being presented for informational purposes only. In reaching this finding, I rely not only on the conflict in testimony between the union's witnesses, but also on Evelyn Hatfield's minutes, which make no mention of such restrictions being placed on the proposal. Further, the preponderance of the evidence does not support the union's contention that at the September 9 meeting, the county expressed an unwillingness to discuss certain aspects of its vehicle proposal. Again the union minutes of this meeting are not supportive of this contention.

The county brought the proposed new vehicle assignment policy to the bargaining table well in advance of the proposed implementation date. The evidence presented does not indicate that the proposal, as presented, was a fait accompli, such that bargaining would have been meaningless. Particularly in view of the testimony of Jones, it is apparent that the county entered negotiations with the intention of modifying its vehicle assignment procedures. The fact that the county entered negotiations with the intention of effecting a change in the vehicle assignment policy, does not, in itself, establish an unlawful refusal to bargain. It is equally clear that the union entered negotiations believing that vehicle assignments should not be diminished. However, both parties were obligated to engage in full and frank discussions on disputed issues and to "explore possible alternatives, if any, that may achieve a mutually satisfactory accommodation of the interests of both the employer and the employees." Wellman Industries, Inc., 222 NLRB 204, at 206 (1976), quoted in South Kitsap School District, PERC Decision No. 472 (PECB, 1978).

In Federal Way School District, supra, the Commission observed:

> Differentiating between good faith "hard bargaining" and bad faith "surface bargaining" is no simple task. Where there have been bargaining sessions, one cannot look at any one action or nonaction by the parties in making a determination. The totality of conduct must be considered.

The fact that the county was determined all along to change its vehicle assignment policy, does not necessarily mean that it was engaging in bad faith bargaining. While the union understandably objected to this change proposed by the county, the county, in view of the specific language of RCW 41.56.030(4) could not "be compelled to agree to a proposal or make a concession". See Federal Way School District, supra. In other words, an employer may maintain its firm position on a particular issue throughout bargaining, if the insistence is genuinely and sincerely held and if the totality of its conduct does not reflect a rejection of the principle of collective bargaining. See Times Herald Printing Co., 221 NLRB 225 (1975); NLRB v. Hermon Sausage Co., 275 F.2d (5th Cir. 1960).

The following langauge from the U. S. Supreme Court decision in NLRB v. American Insurance Co., 343 U.S. 395 (1952), is equally applicable in the present situation:

> . . . The Act does not encourage a party to engage in fruitless marathon discussions at the expense of frank statement and support of his position. And it is equally clear that the Board may not, either directly or indirectly, compel concessions or otherwise sit in judgment upon the substantive terms of collective bargaining agreements.

Similarly, in McCulloch Corp., 132 NLRB 201 (1961), the Board found no refusal to bargain where the employer took an adamant stand from the beginning of negotiations or a particular issue, inasmuch as while discussions on that issue were fruitless, they were not foreclosed.

The evidence presented does not establish that the county presented its proposed new vehicle policy to the union as a nonbargainable matter, as contended or that bargaining was foreclosed. Rather, the evidence indicates that the county brought the proposed vehicle assignment policy to the bargaining table, and extended to the union the opportunity for discussion on the matter well in advance of the proposed implementation date. While the county's press release of July 28 and the sheriff's memorandum of September 14 cast some doubt on the flexibility entrusted to the county negotiators, the press release and the sheriff's later "special order" of September 24 did not foreclose negotiations with the union. It also must be remembered that no formal counterproposals on the matter were advanced by the union, so that the extent of the county's flexibility regarding the vehicle assignments issue was never tested. In view of the totality of the circumstances brought forward at the hearing, I am unable to conclude that the county refused to engage in good faith collective bargaining regarding the vehicle assignment policy.

Vehicle Assignment policy - Impasse and Implementation

The union argues that the county acted in violation of RCW 41.56.140(4) because it unilaterally changed the terms and conditions of employment by implementing its new vehicle assignment policy before the parties had negotiated to an impasse.

A unilateral change in working conditions, while negotiations are in progress, but before an impasse has been reached, would ordinarily constitute an unlawful refusal to bargain. NLRB v. Katz, 369 U.S. 736 (1962). In Federal Way School District, supra, the Commission held that an impasse exists "where there are irreconcilable differences in the positions of the parties after good faith negotiations". Impasse has also been defined as a situation where the negotiators could reasonably conclude that "there was no realistic prospect that continuation of discussion at that time would have been fruitful". NLRB v. Independent Association of Steel Fabricators, 582 F.2d 135, 147 (2nd Cir. 1978), quoted in H & D Inc. v. NLRB, 665 F.2d 257 (9th Cir. 1980). In the instant case, it is not contended that the parties were at a bargaining impasse on all issues when the new vehicle assignment policy was implemented on November 1, 1982. The county did not make its overall last and final offer until the following month. The union appears to

contend that before the county can unilaterally change a working condition during negotiations, an impasse on all outstanding issues must exist. The question that remains to be decided is whether the parties were at impasse on the single issue of vehicle assignments, and if so, whether an impasse on such a single issue, but not on all issues, permitted the county to unilaterally implement its proposal on that issue without violating its bargaining obligation.

By November 1, 1981, when the new vehicle assignment policy was implemented, the parties had reached irreconcilable positions on the county's proposal in this regard. After months of bargaining in which both sides had ample opportunity to express their positions and arguments it was apparent that the county was insistent on the implementation of the new vehicle assignment policy, and the union was adamantly opposed to it. When the county implemented its new vehicle assignment policy, the parties were deadlocked on this issue.

In 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), the NLRB held that under certain circumstances an impasse may be caused by a deadlock on critical issues even where bargaining may be continuing on other outstanding issues. The Board said at page 478 that:

> . . . a deadlock is still a deadlock whether produced by one or a number of significant and unresolved differences in positions.

The Board in Taft further stated at page 478 that:

> Whether a bargaining impasse exists is a matter of judgment. The bargaining history, the good faith of the parties in negotiations, the length of the negotiations, the importance of the issue or issues as to which there is disagreement, the contemporaneous understanding of the parties as the state of negotiations are all relevant factors to be considered in deciding whether an impasse in bargaining existed.

Applying these factors to the case at hand, it is apparent that the parties had reached impasse on the vehicle assignment policy. They had engaged in good faith negotiations for over five months and had discussed the vehicle assignment policy for over three months prior to implementation of any change. The previous agreement had been expired for four months and they had been in mediation for three months. Both parties made it quite evident during negotiations that vehicle assignments was considered a very

important issue in negotiations. The employer had once postponed implementation of the policy change to accommodate further study and bargaining. By November 1, it was quite evident that the parties were deadlocked on this issue, with little or no movement by either side throughout negotiations, and with little or no attempt by either side to connect the vehicle issue with any other issue at the bargaining table.

In the circumstances of this case, and especially considering the county's financial difficulties and the fact that the union was on notice for several months of the county's proposed separate implementation as to this issue, I find that impasse had been reached as a result of the deadlock on this crucial issue. Accordingly, I conclude that the county did not violate its bargaining obligation when, following impasse, it implemented its proposed new vehicle assignment policy.

FINDINGS OF FACT

1. Pierce County, Pierce County Sheriff, and Pierce County Assessor/Treasurer are an employer within the meaning of RCW 41.56.030(1)

2. Automotive and Special Services Union, Local 461, International Brotherhood of Teamsters, is a bargaining representative within the meaning of RCW 41.56.030(1).

3. On January 8, 1982, the county and the union executed a collective bargaining agreement. That agreement was not intended to, and did not, resolve the issues in dispute here. Therefore, deferral to the parties' agreement is not appropriate.

4. On or about September 1, 1981, Pierce County and Pierce County Sheriff unilaterally implemented a change in its minimum manning policy for the patrol division of the Pierce County Sheriff's Department. Minimum manning is a nonmandatory subject of bargaining.

5. On July 29, 1983, the county proposed during contract negotiations that there be a change regarding the personal assignment of county vehicles to employees. The evidence presented does not establish that the county failed to negotiate in good faith regarding this issue.

6. On November 1, 1981, following an impasse in bargaining, Pierce County, Pierce County Sheriff, and the Pierce County Assessor/Treasurer, unilaterally implemented a change regarding the personal assignment of county vehicles to employees.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to RCW 41.56.

2. By the events described in Findings of Fact 4, 5, and 6, the county did not commit unfair labor practices violative of RCW 41.56.140(4).

ORDER

On the basis of the foregoing findings of fact and conclusions of law, the undersigned examiner hereby orders that the complaint against Pierce County, Pierce County Sheriff, and Pierce County Assessor/Treasurer, be, and it hereby is, dismissed.

DATED in Olympia, Washington, this 31st day of October, 1983.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

ALAN R. KREBS, Examiner