STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES, LOCALS 1553, 492 and 1135, Complainants,	)	CASE NOS. 5187-U-84-913 5188-U-84-914 5191-U-84-917 5306-U-84-953
vs.	)	DECISION NO. 2167-A PECB
SPOKANE COUNTY, Respondent.	)	DECISION OF COMMISSION

Pamela G. Bradburn, Attorney at Law, appeared on behalf of the complainants.

Donald C. Brockett, Spokane County Prosecuting Attorney, by James P. Emacio, Chief Civil Deputy Prosecuting Attorney, and David A. Saraceno, Deputy Prosecuting Attorney, appeared on behalf of the respondent.

The union appeals from a decision of Examiner Kenneth J. Latsch finding that the employer, Spokane County, did not commit any unfair labor practices during its course of bargaining for new contracts between the employer and three local organizations (Locals 1135, 492 and 1553) represented by the union. Both parties filed briefs with the Commission. The Commission took oral argument on September 6, 1985, after which the parties filed additional written submissions. 1/

This case concerns the employer's conduct during a course of negotiations which spanned approximately 18 months. The union generally attacks the employer's negotiating conduct. It specifically attacks the employer's unilateral implementation of a new equipment assignment policy and a four-day, ten-hour work week policy, as well as the employer's unilateral deletion of certain medical coverage. Finally, the union invites the Commission to rule that in the public sector, where no right to strike exists, the implementation of an employer's final offer following an impasse is an unfair labor practice.

We agree with the union on the medical coverage issue, and reverse the examiner to that extent. We agree with the examiner's rulings on the other issues raised by the union.

This case presents us with the challenge of distinguishing between "hard bargaining" (but in good faith) and bad faith bargaining. The record

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1/ The union filed a number of evidentiary affidavits to supplement its petition for review. The Commission has not considered those affidavits because they set forth matters which could have been brought out at hearing.

suggests that although negotiations ostensibly commenced in September, 1982, virtually nothing happened until December, 1982, due to the November elections and other matters which kept the employer's attention focused elsewhere. In December, 1982, the employer explored new insurance coverage options with its carrier, and decided it would be a good idea to add a comprehensive major medical plan which would result in out-of-pocket savings for some employees. The employer previously had offered, in addition to a health maintenance organization (HMO), a "regular" plan and a "maxi" plan through its carrier, Medical Services Corporation. The employer determined to offer a lower cost plan because the costs and benefits of the "regular" and "maxi" plans had grown to be quite similar. As an implied quid pro quo, the carrier stated that it wanted to drop the first plan whose enrollment dropped below 100 or, if such a decline did not occur by January 31, 1984, it wanted to drop the plan with the lowest enrollment.

The union agreed to the addition of the comprehensive major medical insurance plan, but testimony was given that the union declined several times to agree to the conditions imposed by the carrier regarding the elimination of a plan. (Tr. 367, 374, 401). In a letter, however, from union staff representative Randy Withrow to the employer's personnel manager on February 17, 1983, Withrow stated:

> In conversation with the County employees that I represent under Council #2 contracts, it is the opinion of the membership of these locals that Medical Service Corporation, can indeed allow a Comprehensive Major Medical program to be offered to County employees during the calendar year 1983. Further, it is our position that there should be no requirements nor restrictions placed upon the offering of this Comprehensive Major Medical plan. It is my understanding from conversation with you that we have approximately 120 employees that have switched to comprehensive major medical and we should have approximately 150 people still on Medical Service Corporation Regular Plan and the remainder under Medical Service Corporation Maxi Plan and INA.
>
> We do understand that if the Comprehensive Major Medical plan does not work through 1983, that the carrier can remove that plan from being offered, and at that time, employees under Comprehensive Major Medical will be offered the opportunity to go into any of the other remaining plans.
>
> In summary, it is our position that the following plans will be offered: Comprehensive Major Medical through Medical Service Corporation, Medical Service Corporation Regular plan, Medical Service Corporation Maxi plan and INA Health Plan.
>
> Please advise me, Skip, if this will present any problems with the carrier. As you are aware, it was a difficult option for some employees to accept with the knowledge that those remaining on MSC Regular or Maxi might lose their level of benefit coverage, if the plan dropped below 100 participants in the course of 1983.

Negotiations for new contracts continued throughout the following spring and summer. With the exception of the inclusion of the new major medical plan, the employer's position appeared to be that it wanted no changes from the previous contract.

Apart from contract negotiations, Local 1135 and the employer were discussing renewal of a previous supplemental agreement regarding the road crew working a four-day, ten-hour work week during the summer. The union wanted to include this issue, known as the "4/10" issue, with the other issues in contract negotiations.

The Commission assigned a mediator to the dispute in September of 1983.

In November, 1983 an arbitrator issued an award favoring the union on an interpretation of Article 13 of Local 1135's expired contract. The issue dealt with equipment assignment, and with the right of an employee regularly assigned to a piece of equipment to work that equipment for overtime and emergency work. In the employer's mind, the arbitrator's decision raised a new item for negotiations, known as the "Article 13" issue.

On December 5, 1983, the employer for the first time presented the union with a comprehensive set of proposals involving some 60 changes to Local 1135's previous contract. The employer's proposals included positions on the 4/10 and Article 13 issues. The employer assigned no priorities among its proposals.

On January 3, 1984, the county's insurance carrier informed the county that the "regular" insurance plan would be discontinued due to declining enrollment. This change was made effective on March 1, 1984. Unfair labor practice charges regarding this change were filed by Local 1553 on March 30, 1984 (Case No. 5187-U-84-913), by Local 492 on March 30, 1984 (Case No. 5188-U-85-914) and by Local 1135 on April 2, 1984 (Case No. 5191-U-84-917).

The parties continued their contract negotiations. The employer communicated its priorities to the union in February of 1984. Contrary to the examiner's findings, the union maintains that it did not drop negotiations on medical insurance. Rather, it claims that it continued to negotiate to "enhance the major medical plan to try to soften the blow of having the regular plan ... removed." (TR 309).

Locals 1553 and 492 (which did not face the 4/10 and Article 13 issues) signed new collective bargaining agreements with the county on April 24, 1984. Those contracts eliminated the previous contractual reference to the

"regular" insurance plan, but did not mention the unfair labor practice charges. When the employer inquired, the union replied that it had not agreed to drop the "regular" plan and that the disposition of the charges was up to its lawyers.

Negotiations for Local 1135 continued. In February and March, Local 1135 made several proposals regarding the 4/10 and Article 13 issues, each an improvement on the last. The union maintains that, on May 5, 1984, it reduced its demand for premium pay on the 4/10 issue from $100 per month to $50. Significantly, the employer denied that this communication was made, and the union offer is not documented in the written communications between the parties in that period. The union claims it dropped its demand for premium pay on June 6, 1984. Again, the employer denies hearing this, and again, the union's proposal is undocumented. Although union witnesses testified that the union believed significant progress was being made on the 4/10 and Article 13 issues, the employer informed the union, in a letter dated June 7, 1984, that its final offer had been made, that the parties were at impasse, and that the employer intended to implement if its final offer were rejected by the union. Local 1135 filed additional unfair labor practice charges (Case No. 5306-U-84-953) on June 13, 1984. The union membership voted on the employer's offer on July 5, 1984, and rejected it. The employer implemented its position on the Article 13 and 4/10 issues shortly thereafter. Negotiations for a new contract continued through the time of the hearing on these charges.

THE INSURANCE ISSUE

It appears that the examiner would have found a violation of RCW 41.56.140 had the union continued to actively negotiate the insurance issue and/or had expressly reserved its rights at the time Locals 1553 and 492 signed contracts. The examiner found that the union did not cede any rights on the issue in its February 17, 1983, letter (set forth above) to the employer. We agree. Although the matter is not beyond debate, the letter and the union's subsequent conduct indicate to the Commission that the union did not acquiesce in the conditions imposed by the insurance carrier in conjunction with its offering of a major medical plan.

Contrary to the examiner's finding that the union did not pursue the insurance issue after the regular plan was dropped, we read the record to

indicate that the union did attempt to mitigate some of the damage. More importantly, it should be remembered that the union was presented with a fait accompli. While a party should not spurn opportunities to remedy previously inflicted wrongs, it should not be expected to vigorously pursue that which is obviously futile. Further, we do not believe that a party's rights and remedies before this Commission should be lost by reason of its failure to specifically reserve the same in a collective bargaining agreement, unless perhaps the agreement itself strongly suggests that the party intended to abandon its previous position on the issue. That is not the case here. In fact, there never was a contract in the unit represented by Local 1135. The burden of proving a waiver is on the party asserting it. Waivers will be inferred with reluctance. Royal School District No. 160, Decision 1419 (PECB, 1982). Accordingly, we cannot find that a waiver occurred.

We agree with the union and the examiner that the carrier's action in dropping the regular plan was of the employer's own doing; therefore the business necessity defense is inapplicable. City of Seattle, Decision 651 (PECB, 1979). Insurance coverage for employees is a mandatory subject of bargaining. City of Seattle, supra; City of Dayton, Decision 1990-A (PECB, 1985). Accordingly, we find the employer violated RCW 41.56.140 by its actions leading to the elimination of the "regular" plan insurance coverage for its employees.

THE HOURS AND ASSIGNMENTS CHANGES

With respect to the 4/10 and Article 13 issues, we support the examiner's conclusion that the employer negotiated these issues in good faith. We also find that the employer lawfully implemented its position on those issues after an impasse was reached in bargaining. Although it appears common ground might have existed on those issues, bad faith cannot be inferred simply from the failure of the parties to find it. The record shows that nearly three months elapsed between the last change of position by a party on the Article 13 issue and the implementation, despite several intervening negotiating sessions. The 4/10 issue would present a close case as to both good faith bargaining and the existence of impasse, had the union been able to prove that it communicated its retreat from the premium pay demand to the employer. The record, however, is cloudy on this point, and we are therefore unwilling to conclude that the employer acted in bad faith or that no impasse existed.[2/]

2/ Our conclusions on these issues assume, without deciding, that the 4/10 and Article 13 issues are mandatory bargaining subjects. If they are not, the employer is free to implement at any time. Pierce County, Decision 1710 (PECB, 1983).

OVERALL COURSE OF BARGAINING

With respect to the course of bargaining generally the examiner essentially found that the employer had engaged in "hard" bargaining in good faith, and not in bad faith bargaining.

Distinguishing between good faith and bad faith in bargaining can be difficult in close cases. City of Snohomish, Decision 1661-A (PECB, 1984) discusses the facts and circumstances to consider in such cases. RCW 41.56.030(4) states that a party shall not be required to make concessions or reach agreement.

The employer's conduct during negotiations was erratic, and is not to be commended. We find it disturbing that, after a year of negotiations, the employer abruptly changed its position on a large number of issues in addition to those raised by the arbitration award interpreting Article 13 of the road unit contract. Moreover, one might question whether the employer sincerely tried to reach a common ground with the union on the 4/10 and Article 13 issues. We would be particularly concerned if the employer had been intransigent after being notified that the union dropped its demand for premium pay on the 4/10 issue. However, it is not clear whether the union's change of posture was actually communicated to the employer.

On the other hand, we find it particularly significant here that the parties did reach agreement on a substantial number of items, including wages. After a slow start, the employer met with the union a significant number of times, as needed. Thus, despite the fact that negotiations for all three of these local unions were protracted and erratic, they were ultimately fruitful for two of the locals, and progress was made in some areas on Local 1135's contract. We find that the employer's overall course of conduct does not represent bad faith bargaining.

IMPLEMENTATION ON IMPASSE

Finally, we turn to the union's argument that any implementation by management of changes on a mandatory bargaining subject, whether or not made after impasse, should be considered a violation of RCW 41.56.140. The union maintains that the "implement-on-impasse" policy developed under federal law in the private sector has no place in the public sector in Washington,

because the strike weapon available to the union in the private sector to counter implementation is unavailable in the public sector.

At oral argument, the union brought a number of public sector cases to our attention, contending that some of those cases support its position. We have examined these cases and find them distinguishable. Generally speaking, those cases dealt with changes implemented while statutory impasse procedures were pending or questioned whether a valid impasse actually existed.

For example, in Moreno Valley United School District v. Public Employment Relations Board, 142 Cal. App.3d 90, 191 Cal. 60 (1983), the court held that implementation could not occur prior to the exhaustion of statutory impasse procedures. Those procedures included mediation, factfinding and, in some cases, binding interest arbitration. Accord, County of Wayne, C83 G-206 & H-253, abstracted in CCH Public Bargaining Cases para. 43,869 (Michigan ERC, December 12, 1984), holding that implementation is barred during factfinding. But see: Organization of State Engineers v. Labor Relations Commission, 1981 - 83 CCH PBC para. 37,847, ___ Mass. ____ (1983), approving implementation of changes during factfinding.

Our decisions in City of Seattle, Decision 1667-A (PECB, 1984) and City of Kelso, Decision 2120-A (PECB, 1985) are consistent with the precedents cited by the union when the underlying statutory schemes are also taken into consideration. In those cases, we held that a party may not unilaterally implement changes on mandatory subjects of bargaining in relationships covered by the "interest arbitration" impasse procedures of RCW 41.56.430, et. seq. In the case at hand, however, the employees are not "uniformed personnel" within the coverage of that statute. The mediation process available to the parties under RCW 41.56.100 and RCW 41.58.020 had been invoked and used. Except as to the insurance issue discussed above, all statutory obligations had been satisfied. Thus, no further statutory impasse procedure or other impediment existed precluding the employer from implementing changes after an impasse was reached in bargaining.

Other cases cited by the union occurred under statutory schemes similar to that found in RCW 41.59.120 (part of the Educational Employment Relations Act), where a party may request mediation after making a declaration of impasse. It is important to distinguish the impasse declared under such provisions, which may or may not be a true impasse, from one which genuinely

exists after adequate good faith bargaining has taken place. Thus, in Vermont, the rule is that a declaration of impasse which could trigger mediation is not the same as the genuine deadlock which must occur before unilateral implementation is justified. Burlington Fire Fighters Association, Docket No. 80-72, abstracted in CCH PBC para 42607 (Vermont LRB, 1981). Accord, Rutgers, The State University, Decision No. 80-114, abstracted in CCH PBC para. 41,810 (New Jersey PERC, 1980); Ledyard Board of Education, Decision No. 1564, abstracted in CCH PBC para. 40,305 (Connecticutt BLR, 1977). Since we are holding that, with the exception of the insurance issue, the employer bargained in good faith to the point of a genuine deadlock, there is no question of premature declaration of impasse.

A final case cited by the union, Stone v. Johnson, 690 P.2d 459, at 463 (Oklahoma, 1984), articulated a "strong policy of requiring absolute good faith in bargaining which is necessary to counter-balance the absence of the right to strike and the absence of the availability of binding arbitration." As discussed below, we are in accord with this statement. A close examination of the facts of the Oklahoma case shows, however, that the court found the employer's declaration of impasse, under the facts before it, to be premature. The case does not support the union's position on the facts of the instant case.

In Pierce County, Decision 1710 (PECB, 1983) it was assumed, without further discussion, that implementation could take place after impasse (the issues in that case included selective implementation). We see no reason to deviate from the implicit holding in Pierce County. The disadvantage which accrues to the union in having the strike weapon unavailable was recognized by the Commission in City of Snohomish, Decision 1661-A (PECB, 1984), where we said that because the union lacks this weapon, we will give close scrutiny to the duty to bargain in good faith. Had the Legislature intended to bar implementation upon impasse, it would have done so overtly or by providing alternatives, such as interest arbitration. Thus, we hold that the employer's implementation of changed hours and working conditions in this case after impasse was not a violation of statute.

FINDINGS OF FACT

1. Spokane County is a political subdivision of the State of Washington and is a "public employer" within the meaning of RCW 41.56.030(1).

2. Washington State Council of County and City Employees is a "bargaining representative" within the meaning of RCW 41.56.030(3). Three of the union's local affiliates have collective bargaining relationships with Spokane County. Local 1135 represents employees in the county road department, Local 492 represents certain support employees of the sheriffs' office and Local 1553 represents employees in a number of departments in the county courthouse.

3. Collective bargaining agreements covering the three bargaining units mentioned in Findings of Fact 2 were open for negotiation in 1982. Contracts involving Local 1135 and Local 1553 were due to expire on December 31, 1982, and the agreement covering Local 492 was open for negotiation concerning wage and benefit articles.

4. The union made a comprehensive bargaining proposal in December, 1982. The county sought retention of the status quo, but did not make a complete counter proposal.

5. At approximately the same time that the union made its proposal, Spokane County Personnel Director Charles "Skip" Wright contacted the county's insurance broker to explore methods of saving money on insurance premiums. The insurance carrier fashioned a "comprehensive major medical" plan which would require higher deductibles and co-payment of premiums. In order to offer the new plan, the company required elimination of one insurance program offered to county employees. The plan with the lowest enrollment would have to be removed if the major medical plan was to be offered.

6. Wright informed Randy Withrow, business representative for the three locals, that a new insurance plan would be available. Withrow understood that enrollment would be a factor in the availability of the plan. A number of county employees enrolled in the new plan during an open enrollment period.

7. Bargaining continued after the contracts covering Local 1135 and Local 1553 expired on December 31, 1982. Particular problems arose in negotiations over Local 1135's contract, with respect to modified work shift and a change in equipment assignment procedures.

8. During the summer of 1982, road department employees had worked a "4/10" work shift under terms of a supplemental agreement between the parties. The agreement expired, but the county was interested in using the modified work shift again. For its part, the union conditioned the implementation of the shift on increased wages and restrictions on the number of employees to be involved.

9. A second difficulty involved a grievance filed over equipment assignment procedures. The affected employee believed that he was improperly precluded from operating his regularly assigned vehicle in favor of a junior employee in the department. While the grievance was pending before an arbitrator, neither party actively pursued the issue in negotiations.

10. Negotiations continued through 1983 without success. In November, 1983, the parties received copies of Arbitrator Richard Guy's award in the equipment assignment dispute. The arbitrator ruled in favor of the grievant.

11. At a negotiation session held in December 5, 1983, the county made a comprehensive proposal, detailing over 60 proposed changes in the contract. The 4/10 work shift and the equipment assignment provision were among items that the county sought to change.

12. In the latter part of 1983 and the early part of 1984, the insurance problem arose again. In a letter received from the insurance company on January 3, 1984, Wright was informed that the "regular" plan was to be discontinued on February 1, 1984. Wright requested the termination date be moved back to March 1, 1984, and the company complied.

13. On January 5, 1984, Wright informed Withrow that the "regular" plan was to be eliminated. Withrow maintained that the issue must be submitted for negotiation.

14. The parties continued to meet in February, 1984, but were unable to conclude negotiations for a successor collective bargaining agreement.

15. On March 1, 1984, the "regular" insurance plan was eliminated without the union's agreement. On March 30, 1984, the union filed two unfair labor practice complaints involving the "regular" plan's removal (Case

Nos. 5187-U-84-913 and 5188-U-84-914). A third complaint was filed on April 2, 1984 (Case No. 5191-U-84-917) dealing with the same subject.

16. On April 24, 1984, the parties executed two collective bargaining agreements covering Local 1553 and Local 492. Negotiations continued between the county and Local 1135.

17. Representatives from the county and Local 1135 continued to meet through May, 1984 and a number of issues were resolved. The parties were unable to resolve their dispute over the 4/10 shift and equipment assignment procedure.

18. On June 5, 1984, Wright notified the union that the employer believed that an impasse existed over the 4/10 shift and equipment assignment issues. On June 7, 1984, Wright sent a letter to union representatives, detailing the employer's plan to implement changes in the 4/10 shift and equipment assignment articles on June 25, 1984.

19. On June 13, 1984, the union filed an unfair labor practice complaint (Case No. 5306-U-84-953) concerning the proposed implementation.

20. At the union's request, implementation was delayed for two weeks. By July 17, 1984, the changes had been implemented, but the parties continued to negotiate on the 4/10 shift and the equipment assignment procedure.

CONCLUSIONS OF LAW

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

2. By its actions described in paragraphs 17 through 20 of the above Findings of Fact, and specifically by implementing changes in mandatory subjects of collective bargaining following an impasse in bargaining, Spokane County did not violate RCW 41.56.140(4).

3. By its actions described in paragraph 15 of the above Findings of Fact, Spokane County has failed and refused to bargain in good faith with the complainant local unions and has violated RCW 41.56.140(4).

ORDERED

1. The dismissal of the complaint in Case No. 5306-U-84-953 is AFFIRMED.

2. The examiner's dismissals of the complaints in Case Nos. 5187-U-84-913, 5188-U-84-914 and 5191-U-84-917 are REVERSED. To remedy the effects of its violation, Spokane County, its officers and agents, shall immediately:

   A. Cease and desist from:

      i. Implementing, causing or promoting changes of insurance benefits or plans made available to its employees, except following notice to and bargaining in good faith with the exclusive bargaining representative of such employees.

      ii. In any other manner failing or refusing to bargain in good faith with Washington State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, and its affiliated locals 1553, 492 and 1135, on all matters of wages, hours and working conditions of employees represented by those organizations.

   B. Take the following affirmative action which the Commission finds will effectuate the policies of Chapter 41.56 RCW:

      i. Make whole its employees formerly covered under the "regular" plan and now covered under the comprehensive major medical plan for their losses incurred as a result of the employer's unlawful elimination of the "regular" plan. As to each such individual, the employer shall reimburse the employee for all medical expenses they incurred which would have been paid under the regular plan, less any premium savings accruing to such employee, for the period from the date the regular plan was discontinued to the date payments are made in compliance with this order.

      ii. Reinstate the regular plan and permit employees to choose coverage under that plan, and maintain that plan as a benefit available to employees. In the alternative to reinstatement

of the regular plan, the employer may continue making reimbursements to its employees desiring coverage under the regular plan, as specified in paragraph i., above.

iii. Upon request, bargain collectively in good faith with Washington State Council of County and City Employees, Council 2, and its Locals 1553, 492 and 1135, concerning any change of insurance benefits or plans made available to employees represented by such organizations.

iv. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix A". Such notice shall, after being duly signed by an authorized representative of Spokane County, be and remain posted for sixty (60) days. Reasonable steps shall be taken by Spokane County to ensure that said notices are not removed, altered, defaced or covered by other material.

v. Notify the Executive Director of the Public Employment Relations Commission, in writing, within thirty (30) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceding paragraph.

DATED at Olympia, Washington this 3rd day of December, 1985.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Jane R. Wilkinson

JANE R. WILKINSON, Chairman

Mark C. Endresen

MARK C. ENDRESEN, Commissioner

Mary Ellen Krug

MARY ELLEN KRUG, Commissioner

"Appendix A"

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF RCW 41.56, WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT implement, cause or promote changes of insurance benefits or plans made available to our employees, except following notice to and bargaining in good faith with the exclusive bargaining representative of our employees.

WE WILL NOT fail or refuse to bargain in good faith in any other manner with Washington State Council of County and City Employees, Council 2, AFSCME, AFL-CIO, and its affiliated locals 1553, 492, and 1135, on all matters of wages, hours and working conditions of employees represented by those organizations.

WE WILL make whole our employees formerly covered under the "regular" plan and now covered under the comprehensive major medical plan for their losses incurred as a result of our unlawful elimination of the "regular" plan. We shall reimburse each individual employee for all medical expenses incurred which would have been paid under the regular plan, less any premium savings accruing to such employee, for the period from the date the regular plan was discontinued to the date these payments are made.

WE WILL reinstate the regular plan and permit employees to choose coverage under that plan, and maintain that plan as a benefit available to our employees. OR WE WILL, as an alternative to reinstating the regular plan, continue making reimbursements to our employees desiring coverage under the regular plan.

WE WILL, upon request, bargain collectively in good faith with Washington State Council of County and City Employees, Council 2, and its locals 1553, 492 and 1135, concerning any change of insurance benefits or plans made available to employees represented by these organizations.

DATED_____

SPOKANE COUNTY

BY:_____
AUTHORIZED REPRESENTATIVE

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone: (206) 753-3444.