City of Redmond, Decision 8863 (PECB, 2005)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2829,	)	
Complainant,	)	CASE 17169-U-03-4445
vs.	)	DECISION 8863 - PECB
CITY OF REDMOND,	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
Respondent.	)	

Webster, Mrak & Blumberg, by *James Webster*, Attorney, for the union.

Summit Law Group, by *Bruce Schroeder*, Attorney, for the employer.

On February 4, 2003, the International Association of Fire Fighters, Local 2829 (union) filed an unfair labor practice complaint with the Public Employment Relations Commission alleging that the City of Redmond (employer) interfered and failed to bargain in good faith in violation of RCW 41.56.140(1) and (4). A preliminary ruling was issued October 14, 2003, sending the following issues to hearing:

> Employer interference with employee rights in violation of RCW 41.56.140(1) and refusal to bargain in violation of RCW 41.56.140(4) by its refusal to provide relevant collective bargaining information requested by the union concerning Civil Service Commission meetings, and breach of its good faith bargaining obligations in failing to make a counter proposal to a collective bargaining proposal from the union concerning promotional standards for bargaining unit positions, which is alleged to be a mandatory subject of bargaining, failing to give reasons for its opposition to the union proposal, and insisting that the union agree to discuss its concerns in relation to promotional standards in labor-management meetings.

The union filed an amended complaint November 24, 2003, alleging that the city bargained regressively on health insurance premiums and otherwise made confusing proposals to the union. J. Martin Smith of the Commission staff was appointed Examiner. A hearing was held May 10, 2004, at Kirkland, Washington. Briefs were filed to complete the record.

BACKGROUND

The union represents all fire fighters working at the city of Redmond fire department. The allegations concern events in negotiations during a period beginning in November.2001.

Prior to the end of the last collective bargaining agreement on December 31, 2001, the parties held periodic labor-management meetings under the auspices of their labor contract. The parties continued an ongoing dialogue regarding promotions policy, testing dates, examinations, a fire inspector position, "newly promoted" employees, audiology exams, the rule of three and related topics. None of these meetings, however, involved collective bargaining proposals.

Near the end of 2001, the parties began to bargain a successor agreement, and invoked the time lines under Chapter 41.56 RCW. Two critical issues developed during bargaining: (1) the process for promotions of personnel within the fire department, and (2) the funding of health insurance premiums.

At a May 15, 2002, meeting of the Redmond Civil Service Commission (RCSC), the RCSC decided in executive session to re-constitute a non-bargaining unit position in the fire department. The RCSC then approved a new list of entry-level candidates for a position called "fire administrative assistant." The union protested particular

actions of the RCSC during that meeting, including the vote itself in two executive sessions, and the passing of a note from Chief Examiner Ken Irons to Commissioner Nancy Highness.[1]

At a June 19, 2002, meeting of the RCSC, employer negotiator Doug Albright made a presentation to the commission, offering his advice as to the interrelationship between the commission and the duty to bargain. The union contends that this meeting circumvented the employer's obligation to offer proposals at the bargaining table.[2]

The Promotions Language Controversy

In May through July of 2002, the parties prepared contract proposals to address the civil service issues of promotion and testing of personnel. The union believed that there was a ground rule that either side could add an issue for discussion during the first four meetings, even though no written proposal was then available. In the letter to Albright, the union made a formal request for information about what had transpired before the RCSC on May 15. The union continued to request the content of the note that was passed from Irons to Highness, and details of what transpired in the two executive sessions. Albright testified that he received the union's written request for information about civil service on or about May 29, and passed it along to Irons. The union indicated that the city's response was inadequate and it needed more information.

During bargaining in July 2002, the union made a proposal to alter the civil service promotions system under Article 11 of the

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[1] Two union officials, Ken Weisenbach and Steve Swarthout, participated in the May 15 meeting as "attendees." They were allowed to address the RCSC during its public meeting.

[2] By mid-2002, the parties had begun meeting with a mediator.

contract. This followed several meetings where union apprehension was voiced over the lack of independence of the chief examiner and placement of candidates on promotional lists for positions within the bargaining unit. Although the employer offered to negotiate changes in specific terms of civil service promotion procedures, it sought to maintain the Chapter 41.08 RCW system[3] and to keep current contract language embracing that system.

The union proposal of July 24 was a more comprehensive idea to alter the "rule of three" practice. The proposal abolished the sentence "the promotional process shall be as described in SOG-Personnel-021" and further curtailed the civil service commission's authority under RCW 41.08 to use the "rule of three" in promoting personnel to bargaining unit positions. The union crafted a rule of one system which stated: "The employer shall promote the *highest scoring candidate* on the promotional list . . ." (emphasis added).[4]

The Insurance Controversy

At issue has been how much the employer will pay each month toward an employee's *dependent* insurance premiums. The 1999-2001 collective bargaining agreement required the employer to pay 100 percent of that cost. The employer is "self-insured" for purposes of its medical insurance coverage for all employees, in a plan called "RedMed." Both police and fire fighter bargaining units

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[3] Chapter 41.08 is the 1935 statute creating a civil service system for "city firemen."

[4] A union negotiator testified that "by July we realized the city didn't want to talk about it and so I drafted our first proposal," referring to the civil service system and the July 24 rule-of-one proposal. The employer's negotiator testified that until the July 24, 2002, proposal was made, the city had no position to respond to and hence it made "no concessions."

subject to interest arbitration have participated in RedMed's selection and administration process. The union participated in an Employee Benefits Advisory Committee (EBAC) to monitor and respond to escalating costs of health insurance. In February of 2002, EBAC recommended an employee cost-sharing plan. Research continued, but in May of 2002 the employer proposed in bargaining that employees pay 10 percent of the dependent premium cost in 2003, and 20 percent for 2004. The employer also proposed an alternative, study-group option for 2004, which would have required an ongoing study of area insurance costs before 2004 rates were determined.

The union was confused by this proposal, in particular the impact of the "alternative" study-group option which would end up determining what the dependent medical would cost. The employer made a different proposal in September 2002. It now was willing to live with a fixed dollar amount that would be contributed by each employee each month. Those dollar amounts would be based on actuarial estimates for 2003 and 2004. The resulting figures were presented to union negotiators in October meetings. The employer used comparisons to six comparable jurisdictions in the Puget Sound area, the same cities were used in a more comprehensive economic proposal in November of 2002.[5]

Whether the employer's offers were confusing and conflicting is before the Examiner and subject to further analysis below. The union did not agree to either of them. By the time the parties had reached interest arbitration after failing to reach an agreement in mediation, the union contends that the employer switched courses again, and presented before the interest arbitrator its original, percentage based, 10/20 percent "cost-sharing" proposal for dependent premiums. The union now contends that the city committed

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[5] "Comparable" is used here in its legal sense under RCW 41.56.450 - .465

an unfair labor practice by insisting to impasse on a permissive subject -- in this case, an insurance funding proposal which would increase costs to employees in the bargaining unit by indeterminate amounts over the life of the contract, without opportunity to negotiate.

The parties continued to bargain for a successor agreement but reached an impasse.[6] Twelve issues were certified to interest arbitration on June 9, 2003. The Executive Director later suspended the promotions issue and dependent medical issue from the interest arbitration proceedings. These issues were suspended because of the union's filing of the present unfair labor practice allegations claiming the employer had violated its collective bargaining obligations on these two matters, thus triggering the operation of WAC 391-55-265(1)(b).

Arbitration of the remaining issues was permitted and went to hearing on or about December 10, 2003. Arbitrator Alan Krebs issued his Opinion and Award in this case on July 12, 2004.

ANALYSIS

The issues in this case involve whether the employer violated RCW 41.56.140 by its response to union inquiries about a civil service commission meeting, bargained in good faith on promotions and insurance issues, or failed its duty under Chapter 41.56 RCW by not establishing reasons for its counter-proposals or not making counter-proposals, or insisting on discussions about mandatory topics away from the bargaining table.

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[6] The interest arbitration case was docketed as 17577-I-03-406.

ISSUE 1: DID THE EMPLOYER VIOLATE CHAPTER 41.56 RCW BY ITS REFUSAL TO PROVIDE THE UNION RELEVANT INFORMATION USED BY THE EMPLOYER DURING TWO MEETINGS OF THE CIVIL SERVICE COMMISSION?

Requests for Information -

Sound labor relations practice on the union side has always been that, if union representatives hear a rumor, they check it out by making a request for information. The information must be relevant to a bargaining proposal or a grievance. *Wenatchee School District*, Decision 3240 (PECB, 1989); *City of Bremerton,* Decision 3843-A (PECB, 1994).

In *City of Bellevue,* Decision 3085-A (PECB, 1989), the Commission sets out the "relevant information rule." The union must show useful and relevant information needs for purposes of contract negotiation. Several Commission decisions have cautioned that the information sought must pass some muster, *e.g.*, abstract relevance is disfavored but actual relevant value is favored. Here, the union seeks information with regard to a "note" passed from Chief Examiner Ken Irons to Commissioner Nancy Highness as its representatives observed a RCSC meeting on May 15, 2002. It also seeks information regarding how certain decisions were made in executive session. At the May 15 meeting, union president Ken Weisenbach objected specifically to the removal of certain candidates from the list of eligible employees for the "fire administrative assistant" job. He stated at that meeting that such a policy would have implications for other promotions of employees within the union's bargaining unit. In his letter of May 29, 2002, union attorney Webster requested "complete information" on what transpired in the two executive sessions which happened at the May 15 meeting, and the "content" of the private communications between Highness and Irons which appeared to lead to the executive sessions. The city's response of July 23 was through retained counsel Stephen DiJulio, and essentially repeated information which was stated at the May 15

meeting by the deputy fire chief, Loren Charlston. But DiJulio added:

> In separate parts of the meeting on May 15, the Commission considered the potential roles of both union and management in entry level classification and testing; the mandatory or permissive nature, for purposes of collective bargaining, of the issues before the Commission; and, the positions expressed by management and union on these issues.

That statement seems to summarize a general discussion by the civil service commission, at a meeting July 17, as to what impact collective bargaining had on their process. That meeting also featured a briefing on collective bargaining and how to deal with the civil service issues at the bargaining table.

Although the union can assert its lack of "confidence" in how bargaining unit promotions are granted, it must express its viewpoint on this problem in bargaining language. There is no clear link between a random note from Irons to Highness and the union's bargaining proposals for its membership in the unit certified for bargaining. Any remedy of a violation here could intrude into the Open Public Meetings Act bar against public disclosure of "qualifications" for applicants for public employment. There was no action taken at either the May 15 or July 17 meeting that impacted the bargaining unit. The employer did not violate RCW 41.56.140 with regard to this issue.

ISSUE 2: DID THE EMPLOYER REFUSE TO BARGAIN IN GOOD FAITH OR OTHERWISE INTERFERE WITH EMPLOYEES IN ITS BARGAINING CONDUCT VIS-A-VIS THE UNION'S PROMOTION PROPOSALS?

Employers are obligated to negotiate civil service rules if they impact working conditions, discipline, or promotions within the bargaining unit. *City of Wenatchee*, Decision 2216 (PECB, 1985);

Spokane County Fire District 9, Decision 2860 (PECB, 1988). A bargaining representative is not required to make a comprehensive, fully researched written proposal at the bargaining table, so long as the communication of one party to the other is sufficiently clear to elicit a considered response. Usually, verbal proposals and what-if-this proposals generate, appropriately, verbal and what-if responses.

Originally, the union identified its dislike of the interdependent relationship of the chief civil service examiner in the employer's human resource department to the RCSC, and its dislike of the standard "rule of three" list for promotions of personnel. The union's July 24 proposal required:

- that no Redmond employee should have knowledge of the examination procedures or questions, and insulated "oral board" participants from communication with other Redmond employees;
- that the rule of one replace the rule of three and that the highest scoring candidate be offered the position;
- that open, competitive examinations for promotions be given employees in the bargaining unit;
- that the "nature" of the examination, and certification process, be defined by specific language.

Although the employer considered the July proposal to be an "escalation" and tardy, as defined by negotiation ground rules, it decided to respond in a letter of August 19, 2002. That response said, basically, ". . . if its not broken, let's not fix it." The employer resisted the union's proposal to use the grievance procedure for challenges to promotions. It also did not want to have different systems for hiring people than for promoting them which the union was proposing. The employer was also wary of encountering contradictory rulings on promotions' appeals -- an

arbitrator denying an appeal and the civil service commission or a court affirming a similar appeal. The employer's proposal was to continue the current contract language.

The union made a more specific proposal in December 2003, as the parties approached interest arbitration. That proposal required:

- that all promotions would be based on merit after competitive examinations;
- that examinations would be certified in rank order by score;
- that the administration of exams be impartial, and that a candidate could review his/her scores and notes from oral board interviews;[7]
- that vacancies be filled only by promotion of the highest scoring candidate -- pass-over of high scorer could be only for "legitimate reasons" justified by an employer's written explanation; and
- that the rule of three be deleted from the existing agreement.

The union's written proposals in July 2003 and December 2003 sought to subject promotional issues to the grievance procedure, and to incorporate statutory RCW 41.08 language into the contract at Article 11. The employer viewed these proposals as removing promotions from the civil service system.

The record reveals that prior to July of 2002 there were many discussions at the bargaining table regarding these issues. Discussions count as bargaining, even without proposals. The

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[7] The practice had been to perform interviews with each candidate who took a promotional exam, and the "oral board members" then would have notes available from such interviews.

employer is correct that until July it had no proposal from the union to respond to, and that the union was "pondering" whether to make a proposal. In March 2002, there had been a "verbal" idea raised by the union regarding the rule of one, which ended up in its proposal in December 2003. The employer did not deter the union officials from talking directly to the human resources department about how to make the examiner more independent within the framework of RCW 41.08, the civil service statute.

The parties negotiated in good faith on the promotion issue. The interest arbitrator decided to leave the promotions article in place, with the addition of a new written-explanation provision when a higher-scoring candidate is passed over for promotion. On the record as a whole, the process worked as intended under RCW 41.56.030(4), which defines "collective bargaining." There is no unfair labor practice established.[8]

A sub-issue here is whether the employer adequately made counter-proposals on the promotional standards issue. The collective bargaining statutes do not create a per se unfair labor practice where an employer fails to "respond" to a union's earlier proposal. There is no specific procedure for bargaining and once presented, counter-proposals must be dealt with. *Mansfield School District*, Decision 4552-A (EDUC, 1994).

The record is clear in this case that the employer was open to considering a proposal from the union regarding the rule of three

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[8] The employer asserted an affirmative defense that the union violated a series of "ground rules." Without ruling that the ground rules led to the confusion over the promotions issue, it is enough to state that ground rules continue to be a permissive topic for bargaining under *City of Kirkland*, Decision 5672 (PECB, 1996). No unfair labor practice could be made out on such allegations.

and the status-of-the-examiner.[9] But the union's proposals went beyond the discussions of June of 2002, and the employer's concerns were communicated to the union as a result. Albright's letter of August 19, 2002 responded directly to the union's July 24 proposal:

> In brief, the City proposes to leave the current Civil Service structure and process in place for Fire department promotions. The current system in Redmond has a balance that we do not believe can be achieved through a process as envisioned by the IAFF July 24 proposal . . . [The employer] believes that the Commission is impartial and is making a good faith effort to make appropriate decisions after seeking advice of independent counsel.

The employer also cited consistency and economics as reasons to retain the existing promotional system. However, the employer was open to smoothing out some inconsistencies between civil service rules and regulations and Standard Operating Guidelines (SOG) of the department.

The employer did not fail to make counter-proposals such that it violated RCW 41.56.140(4).

ISSUE 3: DID THE EMPLOYER FAIL TO BARGAIN IN GOOD FAITH BY REFUSING TO GIVE REASONS FOR ITS STANCE AND POSITION ON PROMOTIONAL STANDARDS?

On the promotions issue, the employer viewed the union's proposals as far more troubling than the status quo. The employer responded that "we won't go there." Like the union security request by the union in *Walla Walla County*, Decision 2932-B (PECB, 1990), the idea was a hazardous union proposal in a conservative community and faced a "tough at-bat" with the employer. The Commission ruled in

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[9] A delay in discussing the issue was actually requested by the union, which preferred that its labor attorney be in attendance. Albright accommodated that request.

Walla Walla County that an employer response of "no" would have been in good faith, but a demand that the union "pick some other topic" was a response in bargaining which was a violation of RCW 41.56.140. A negotiating party may maintain its firm position on a particular issue throughout bargaining, if the insistence is genuinely and sincerely held, and if the totality of conduct does not reflect a rejection of the principle of collective bargaining. *City of Fircrest*, Decision 5669-A (PECB, 1997). The employer adequately explained its position on the promotions issue, that it had to accommodate a civil service system and a collective bargaining standard as well.

In an e-mail of August 30, 2002, negotiator Albright requested that the union might better discuss the promotional process and chief examiner matters before a separate committee. In both response and rationale, the employer continued to express its reasons for maintaining existing contract language. The Examiner finds that the union was not "operating in a vacuum" to the point that it lacked information regarding employer proposals on either insurance or promotions, as in *Skagit County*, Decision 6348-A (PECB, 1998).

ISSUE 4: DID THE EMPLOYER ILLEGALLY INSIST ON USING LABOR-MANAGEMENT MEETINGS, RATHER THAN COLLECTIVE BARGAINING, TO RESOLVE THE PROMOTION ISSUE?

The union argues that the employer insisted that the best resolutions of the promotions and civil service issues was in the labor-management setting. Indeed, several of the promotions issues -- like the fire inspector position, audiology exams, "newly promoted employees" and testing dates -- had been discussed in the labor-management meetings prior to the beginning of formal negotiations in late 2001. Also, the union had been discussing promotion issues with the city's human resources department. But even if the Examiner credits testimony that Albright suggested the union

maintain a dialogue on these issues with human resources, the union is on record as rejecting that process, and in fact made all its proposals to the city at the bargaining table. Although the employer made two suggestions to deal with these issues away from the bargaining table, the union is wrong to conclude that the employer *insisted* upon such a solution. All of the relevant proposals on the promotions, rule of one and independent examiner problems were made by the parties at the negotiation table. There is no violation of the statute here.

ISSUE 5: DID THE EMPLOYER ENGAGE IN REGRESSIVE BARGAINING WITH ITS PROPOSALS ON INSURANCE PREMIUMS?

Regressive bargaining takes place when a party makes a proposal which either asks for more than its previous position, or retreats to a position which is predictably unacceptable to the other party. The union here does not make its case that the employer's second proposal on insurance -- to require set dollar-amount contributions from employees -- was worse, or cost more to bargaining unit members than its first proposal -- to require payments of an amount based upon a percentage. Clearly the union preferred current contract language on medical insurance. The employer is correct that its second proposal, $71.00 for some employees, would actually be a lower contribution than the percentage-based premiums for dependent insurance, and therefore could not be characterized as "regressive."

Captain Jim Norton, the head of the union bargaining team, acknowledges that the employer made a proposal on May 2, 2002. This proposal was based on a survey-study of related insurance costs and actuarial predictions, and on EBAC meetings reviewing Redmond's self-insured system. The employer preferred a "tiered rate structure" but was most concerned with maintaining the level of insurance benefits for the dependents under the RedMed plan.

On May 2 the employer proposed:

- all dependent premiums would be paid at 100 percent through 2002,
- 10 percent of the premium costs would be paid by the employee in 2003,
- 20 percent of the premium costs would be paid by the employee in 2004, and
- premium rates would be set based on "commonly accepted accounting principles" and estimated claims and experience ratings.

Norton thought that this was a "deep pit" of controversy, with a confusing explanation. The employer then submitted a spreadsheet which predicted actual dollar costs in 2003 and 2004. With the exception of some captional wording which would be excised from a printed contract, the proposal is straightforward and written in familiar language commonly seen at the bargaining table. The alternative proposal, to allow dependent premiums to be sent to a coalition bargaining forum, was not convoluted but was based on the idea to consider plan benefit reductions so that the premiums would remain the same. The September spreadsheet indicated that, in all probability, an employee would pay about $16.92 per month for one dependent, rather than the $0.00 cost of 2002. Other possible dollar outcomes are obvious from a reading of the chart. Also, the employer offered to "stipulate" to the dollar amounts contained in the September spreadsheet. This meant that the employer was committed to capping employee costs of dependent RedMed coverage in 2003. It also meant $71.00 for two or more dependents for Group Health coverage in 2004, and $120.06 per month for full dependent Group Health coverage in 2004. The $71.00 amount would have been the highest monthly contribution to be made by fire fighters with child dependents for RedMed in 2003.

The Examiner acknowledges the union's curious contention that the employer's insurance proposals are somehow permissive topics because they are contingent on financial factors under control of third parties or otherwise indeterminate sources. The percentage-premium proposal (10/20 percent) is an attempt by the employer to limit insurance costs as a budget priority. It can scarcely be said to be a waiver of the *union's* statutory right to negotiate insurance coverage and costs. What is more variable and illusory is the union proposal to hinge dependent contributions to comparable city fire departments, which might be subject to change under the interest arbitration proceedings of RCW 41.56.465.[10] Present here, on these facts, the Examiner does not find the proposals on insurance costs to be ambiguous, which indicated bad faith employer bargaining in *City of Poulsbo*, Decision 2068 (PECB, 1984). Nor is the employer engaged in "mixed-message" behavior which lead to a finding of unfair labor practice in *Adams County*, Decision 6907 (PECB, 1999).

The employer's dollar-based and percentage-based proposals on insurance pass statutory muster. No remedies are needed, since the proposals were neither confusing nor ill-advised. The Examiner cannot conclude that the employer's requests to distribute information about insurance costs for RedMed or other plans are somehow a diversion from the bargaining table which made settlement of the insurance issue less likely. The employer was not in violation of RCW 41.56.140(4) and (1) on the insurance issue. The employer bargained in good faith.

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[10] The interest arbitrator ultimately retained the use of the "traditional" six comparator cities: Auburn, Bellevue, Everett, Kent, Kirkland and Renton. Edmonds, Lynnwood, Puyallup and three Pierce County fire districts were "in play" briefly. Like the 1969 Seattle Pilots, they have now *moved on in* our historical imagination.

FINDINGS OF FACT

1. The City of Redmond is a public employer within the meaning of RCW 41.56.030(1). Douglas Albright is the chief labor negotiator for the employer.

2. International Association of Fire Fighters, Local 2829, a bargaining representative within the meaning of RCW 41.56.030(3) is the exclusive bargaining representative of fire suppression personnel of the City of Redmond. The chief negotiator for the union is Captain Tom Norton. The union has negotiated a series of collective bargaining agreements with the employer, the last ending in 2001.

3. Negotiations for a successor agreement began in 2001 and continued into 2002. The parties then requested mediation. Health insurance was discussed in several unofficial labor-management meetings, and in a city-wide task force on health insurance costs.

4. The employer uses a plan called "RedMed," a self-insurance system for all employees. The fire fighter group has used the plan.

5. At a May 2002 meeting of the Redmond Civil Service Commission, a decision was made in executive session of the meeting to re-constitute a non-bargaining unit position in the fire department. The union raised objections to the process and result of this meeting. The union also objected to RCSC actions at a June 17 meeting.

6. During bargaining, the union made a proposal to alter the civil service promotion system. There followed several meetings where concerns were raised regarding the independence

of the chief examiner and placement of candidates on the promotional lists for positions within the bargaining unit. Although the employer offered to negotiate minor changes in the civil service promotions, it sought to maintain the Chapter 41.08 RCW system and to keep current contract language embracing that system.

7. Also during negotiations, the employer made two basic proposals on health insurance for employee dependents. The union made one. The employer proposed first to assess department employees 10 percent in 2003 and then 20 percent in 2004 of the cost of the dependent premium coverage, or a "study-group" alternative. The union proposed to leave the contract as is, which has been 100 percent employer payment of the premium. In a counter-proposal, the employer proposed a flat-dollar-amount method which re-packaged its first bargaining proposal. The union rejected both.

8. The parties proceeded to interest arbitration on wages and a number of contract items. The union continued its request that the contract reflect significant changes to the promotions article. Its proposal to the interest arbitrator was shorter than its earlier version, and further edits were made mid-hearing after comments were argued before the interest arbitrator on certain points.

9. On July 12, 2004, the interest arbitrator issued his Opinion and Award on the disputed issues.

CONCLUSIONS OF LAW

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

2. By its actions during bargaining of the promotions issue, the City of Redmond made appropriate counter-proposals and bargained in good faith under RCW 41.56.140(4) and did not commit an unfair labor practice.

3. By its actions during bargaining of the dependent insurance premiums issue, the City of Redmond made appropriate counter-proposals and bargained in good faith under RCW 41.56.140(4) and did not commit an unfair labor practice.

4. By its actions in bargaining the promotions and insurance issues in 2002 and 2003, the City of Redmond did not interfere with employee rights under RCW 41.56.140(1).

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is dismissed on its merits.

Issued at Olympia, Washington on the 4th day of February, 2005.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

J. MARTIN SMITH, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.