STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SNOHOMISH COUNTY, Complainant, vs. SNOHOMISH COUNTY CORRECTIONS GUILD, Respondent.	)	CASE 20177-U-06-5145 DECISION 9607 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Janice E. Ellis, Prosecuting Attorney by *Douglas J. Morrill* and *Steven J. Bladek*, Deputy Prosecuting Attorneys, for the employer.

Cline and Associates, by *James Cline*, for the union.

On February 14, 2006, Snohomish County (employer) filed charges of unfair labor practices against the Snohomish County Corrections Guild (union). The union represents approximately 210 custody and corrections officers employed by the employer. The employer charged that in recent negotiations to establish the first collective bargaining agreement between these two parties, through a series of actions, including proposing retroactive pay, the union refused to bargain in good faith. The charge was found to state a cause of action on March 30, 2006. A hearing before the undersigned Examiner was held on October 9, 10, and 19, 2006. The parties filed post-hearing briefs to complete the record.

ISSUES

1. Is a proposal for a retroactive wage increase on a first collective bargaining agreement between parties an illegal subject of bargaining?

2. By advancing an illegal subject of bargaining in its negotiations with the employer did the union violate the statute?

3. Did the union refuse to bargain in good faith: by not exploring areas of possible agreement with the employer; by failing to meet for reasonable durations; by failing to prepare for negotiating meetings; by advancing inconsistent positions; and by engaging in deceptive tactics designed to foil agreement in a contract ratification vote?

The Examiner finds that a proposal for retroactive pay for a first collective bargaining agreement between parties is an illegal subject of bargaining. Further, the Examiner finds that the union did not bargain in good faith when it insisted through many months of negotiations on putting forward proposals for retroactive pay. The Examiner finds however, that the union did otherwise bargain in good faith in its course of conduct during the bargaining. The union is therefore found to have violated the statute in one part of the complaint while the remainder of the complaint is dismissed.

PRECEDENT AND STATUTORY ANALYSIS

Subjects of Bargaining -

The Commission has long followed the federal precedent set by the United States Supreme Court in *NLRB v. Wooster Division of Borg-Warner Corp.*, 356 U.S. 342 (1958). In that case the court distinguished between mandatory subjects of bargaining (employee wages, hours and working conditions) and permissive subjects (primarily management and union rights which are not improper subjects) on which parties may bargain but are not obligated to do so.

Washington law has been interpreted by our courts along the same lines; including the "mandatory/permissive/illegal" triad of

bargaining subjects. This culminated in *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197 (1989) in which our State Supreme Court held that a balancing approach is to be used when determining the scope of the duty to bargain. Further Commission decisions have defined "mandatory" and "permissive" and in *Snohomish County*, Decision 8733-C (PECB, 2006), the Commission defined illegal subjects of bargaining:

> Matters that parties may not agree upon because of statutory or constitutional prohibitions are illegal subjects of bargaining. Neither party has an obligation to bargain such matters. *City of Anacortes*, Decision 6380 (PECB, 1999).

Retroactive Pay -

The Washington State Supreme Court in *Christie v. Port of Olympia*, 27 Wn. 2d 534 (1947) set up the basis for the continuing rule that has been followed by this Commission concerning retroactive pay. In *Christie* the Court held that a public employer that pays additional compensation for work already performed (and already paid for at previous wage levels), is in violation of the state constitution which specifically forbids gifts of public funds:

> No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.

Washington State Constitution, Article 8, Section 7. In *Christie* however, the court found that the union and the employer had fashioned an agreement that employees would continue to work and could be paid at a future wage rate yet to be determined. This is the origin of the so-called "Christie Agreement" by which retroac-

tive wages could be negotiated so as not to become a gift of public funds. The Court held that with such an agreement, the work being compensated for was work being done after an agreement was reached and therefore was not payment for work already performed.

In 1971 the state legislature codified the concept of retroactive pay in successor collective bargaining agreements, in RCW 41.56.950:

> Whenever a collective bargaining agreement between a public employer and a bargaining representative is concluded after the termination date of the previous collective bargaining agreement *between the same parties*, the effective date of such collective bargaining agreement may be the day after the termination date of the previous collective bargaining agreement and all benefits included in the new collective bargaining agreement including wage increases may accrue beginning with such effective date as established by this section.

(emphasis added).

Thus, as between the same parties, the legislature has given parties negotiating successor agreements the right to negotiate retroactive pay.

The only Commission case which interprets the *Christie* precedent in detail is *King County,* Decision 4236 (PECB, 1992). In that case a newly organized bargaining unit of police captains had bargained to impasse on the issue of a retroactive wage increase. The examiner held: "Without such a prior contract (*i.e.* a Christie agreement) to use as a starting point, the employer could not legally offer retroactivity for the captains."

Additionally, discussion in *City of Burlington*, Decision 5840, (PECB, 1997) by another examiner is helpful.

> Commission precedent differentiates permissive subjects from illegal subjects. Permissive subjects may be proposed in negotiations but must not be insisted upon to impasse. *City of Pasco*, Decision 3582-A (PECB, 1991), while an illegal subject may not be proposed or discussed at all. *King County Fire District 11*, Decision 4538(PECB, 1994), dicta at page 11. Thus, if the union's proposal is permissive I must determine whether the union insisted on it to impasse, but if it is illegal that decision need not be made.

And:

> The only decision I have found that declares a proposal illegal is *King County*, Decision 4236 (PECB, 1992), where the union insisted to impasse on a retroactive pay increase for positions that had just been added to the existing bargaining unit. Under the circumstances, that proposal violated the state constitution and therefore was an illegal subject.[1]

ISSUE 1 - RETROACTIVE PAY DISCUSSION

The time frame of the parties' negotiations in the instant case is helpful in following this analysis.

12/10/04 - the Teamsters Local 763 is decertified and the Snohomish County Corrections Guild is certified as the bargaining representative of the Snohomish County custody and corrections officers.

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[1] Also see: *International Association of Fire Fighters, Local 27 v. City of Seattle*, 93 Wn. App. 235 (1998 Div. I), review denied, 137 Wn.2d 1035 (1999)(IAFF v. Seattle) which found that a proposal for supplemental pension benefits to be in conflict with the law Enforcement Officers and Fire Fighters pension plan (LWOFF) and therefore an illegal subject of bargaining.

3/22/05 - the first negotiation meeting between the parties. The union proposed that the parties sign a Christie Agreement, but the employer declined.

4/22/05 - the first union proposal includes an 8% increase retroactive to 1/1/2005.

7/21/05 - after eleven meetings, the union files a mediation request with the Commission maintaining its position for retroactive pay.

9/12/05 - after disagreement between parties as to when they would meet, at the parties first meeting with a mediator, the union maintains its position for retroactive pay back to 1/1/05.

1/1/06 - the union maintains its proposal for retroactive pay back to 1/1/05, but changes percentages and implementation dates.

2/13/06 - the employer's full proposal, requested by the union as a "final and last" proposal, is voted down by bargaining unit.

2/14/06 - the employer files charges of unfair labor practices.

5/11/06 - the union takes its "retroactive" request off of the bargaining table and substitutes a "retention bonus" equal to the amount of its original retroactive pay proposal.

10/12/06 - after 12 meetings in mediation, the parties are certified for interest arbitration on 81 issues.

Thus the union maintained its proposal for retroactive pay throughout most of its negotiations with the employer and all of the negotiations prior to the filing of the instant charge of

unfair labor practices. On these facts, the employer's charge is well founded. The union defends its continuing proposal on retroactivity on several counts:

Commission Jurisdiction -
The union asserts that the Commission does not have the authority to declare subjects as illegal when such a decision is based on other state laws. It also argues that constitutional questions are for the courts to decide and not within the jurisdiction of the Commission.

However, in deciding that a proposal for retroactive pay on a first contract is an illegal subject of bargaining, this Examiner is interpreting RCW 41.56.950 and following the *Christie* decision of the State Supreme Court; the court whose mandate it is to interpret the State Constitution. By following *Christie* and RCW 41.56 this decision falls clearly within the jurisdiction of the Commission and the union's defense fails.

Retroactive Pay Is Not Illegal -
The union argues that *Christie* does not make the affirmative assertion that retroactive pay is an illegal subject of bargaining. That argument is correct. However, by requiring an agreement between parties to negotiate future wages for future work, *Christie* places an obligation on the parties to reach agreement for future wage increases and does not allow parties, absent a specific agreement, to negotiate increases on wages already paid. In this case, the union requested a "Christie agreement" at the first negotiation meeting between the parties. The employer refused. Therefore, in the continuing negotiations following that discussion, both parties were well aware that there was no Christie agreement. The union's continued insistence on retroactive pay in proposal after proposal constitutes an unfair labor practice.

In another version of this argument, the union, while agreeing that *Christie* has never been overruled, asserts that the State Supreme Court's decision in *City of Marysville v. DRS*, 101 Wn2d 50 (1984) raises questions about the continued viability of *Christie*. However, in *Marysville* the court interpreted RCW 41.40.160(2) as allowing prior service credit for purposes of future employee pension benefits. It stated:

> Then the pensions provided for under the act constitute deferred compensation for the SUBSEQUENT service and are not gratuities predicated merely upon the prior service.

In fact, this Examiner reads *Marysville* as being directly in concert with the concepts discussed in *Christie*, and not modifying or altering the earlier decision in the least. The union's proposal for retroactive pay is, in the language of *Marysville*, a "gratuity predicated merely upon prior service" which neither *Christie* nor *Marysville* would allow.

The union also cites a Cowlitz County interest arbitration award by Arbitrator Michael Beck and his discussion concerning retroactive pay. As discussed in *King County*, Decision 4236 however:

> [T]he Examiner is not bound by arbitration awards when faced with statutory interpretation. The constitutional and statutory limitations on retroactivity are not diminished by the arbitrator's award, and the Examiner cannot "defer" to it as an interpretation of the law.

Furthermore, as acknowledged by the union, Beck was discussing a successor collective bargaining agreement; a fact not consistent with the facts in the present case. Here the union is negotiating the first contract for this bargaining unit with the Snohomish County Corrections Guild as its certified bargaining representative.

Successor Agreement -

The union argues that it had agreed to be bound by some of the language contained in the prior Teamsters collective bargaining agreement and therefore its bargain was of the type that would permit retroactive pay. This argument ignores the plain language of RCW 41.56.950 which refers to " . . . the previous collective bargaining agreement *between the same parties*, . . . " The previous collective bargaining agreement was negotiated by Teamsters Union, Local 763, clearly a different party then the Snohomish County Corrections Guild that is the respondent in the instant case. Whatever is the basis for the language upon which the employer and this union have agreed, they are clearly not the same parties that had bargained the previous agreement.

Similarly, the union argues that a labor organization acquiring representation in a "raid" of another bargaining agent is a successor for purposes of RCW 41.56.950. Again, the language refers to the same parties not a successor party. This union is not the same party that negotiated the predecessor agreement.

Conclusion -

The union's proposal for retroactive pay for their first collective bargaining agreement with this employer was an illegal subject of bargaining. By making such a proposal, the union has committed an unfair labor practice.

ISSUE 2 - CONTINUING PROPOSAL FOR ILLEGAL SUBJECT OF BARGAINING

The union defends its proposals for retroactive pay by arguing that it has never "refused to bargain" the issue. It contends that it never refused to withdraw its proposal and that it did not bargain retroactivity to impasse. This defense seems to be based on a concept of "magic words." That is, that the parties should be

required to recite specific phrases or words in their bargaining in order to be deemed to have violated or not violated 41.56 RCW. This concept is rejected. In the first place the correct statutory phrase is " . . . negotiate in good faith" from RCW 41.56.030(4). This issue will not rise or fall on whether a party makes a formal request that a proposal be withdrawn, but rather the focus is on what the parties actually do in the course of their bargaining - whether or not they act in good faith and not whether they just go through the motions of bargaining.

During their 17 months of negotiations the union maintained its proposal for retroactive pay. Never once during that time period did the employer agree to the concept or include retroactive pay in one of its proposals or counter-proposals. The union argues that it had not "insisted" on the proposal and had "not refused" to withdraw it. The Examiner is hard pressed to understand how continuing to propose retroactive pay over many, many months of negotiations is not "insistent" behavior and is not evidence of refusing to withdraw their proposal. Furthermore, there was no evidence that the employer somehow acquiesced in the union's continuing to press an illegal subject of bargaining.

Another element that the union fails to take into account in its defense of its retroactive pay proposal is the continuing impact of such a proposal. Throughout their negotiations the employer is faced with a proposal which increases in cost as the negotiations proceed. Such a dynamic cost impact will logically be reflected in the employer's ability or willingness to fund other union proposals. The fact that the union held on to its illegal proposal cannot be discounted and is a refusal to bargain in good faith.

Not Certified As An Issue For Interest Arbitration -

In *King County* the retroactive pay proposal that was judged to be illegal had been included in a list of issues certified for

interest arbitration. Following that reasoning, this union asserts that it had modified its retroactive pay proposal on May 4, 2006, prior to impasse, and therefore avoided a violation of the law. However, its modified proposal was:

> Employee shall be paid retention bonuses with the first payroll following execution of this agreement. . . . The formula for the bonus shall be calculated to equal the amount of money that would have been received by the employees for wage and wage related increases and health insurance contributions had the terms of this agreement been in effect from January 1, 2005 to the date of execution. The Guild reserves the right to modify this proposal to one of full retroactivity should a court of competent jurisdiction declare that full retroactivity is lawful.

This proposal is full retroactivity under the name of "retention bonus." Not only does it back any potential wage agreement to January 1, 2005, but it also includes health insurance contributions. In this Examiner's view the union never took its proposal for retroactive pay off of the bargaining table and by not doing so, committed an unfair labor practice. Finally, the "retention bonus" proposal was made after the filing of this unfair labor practice charge and post-filing action by the union is irrelevant.

Conclusion -

By continuing to propose an illegal subject of bargaining throughout the course of its negotiations with the employer, the union has committed an unfair labor practice.

ISSUE 3 - OTHER EXAMPLES OF FAILURE TO BARGAIN IN GOOD FAITH

The employer has charged that in a variety of ways, the union refused to bargain in good faith and actively sought to stifle negotiations and to move issues to interest arbitration. In and of itself, this goal is not unlawful. RCW 41.56.430-905 specifically

provides interest arbitration as a method of resolving contractual issues between employers and uniformed employees. The employer complains that employees on the bargaining team expressed a preference for resolving the contract through interest arbitration, but while that makes bargaining more difficult, it does not mean that they are necessarily bargaining without good faith. On the other side of the coin, the same statute at RCW 41.56.030(4) requires:

> "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

Thus the parties to uniformed negotiations must reconcile these two statutory mandates. The employer charges that the union has failed in this endeavor and lists specific examples.

Refusing to Meet at Reasonable Times or for Reasonable Durations - The parties spent some time at the beginning of their negotiations discussing what time of day that they would meet. From the evidence presented it was clear that the union wanted to meet during the day in part, at least, so that those members on the day shift would be paid release time while negotiating. The employer initially resisted this release time proposal, but eventually agreed to an 8:00 AM to 4:00 PM schedule with release time paid. Although the employer asserts that by refusing to meet later than 4:00 PM, the union was frustrating bargaining, the evidence does not support a conclusion that meeting later in the day would have

produced a settlement. The employer was certainly within its rights when it balked at paying its employees to negotiate, but this dispute took place at least in part as early as April of 2005, which places it outside of the six month time frame required by RCW 41.56.160. Therefore, in and of it self, this allegation cannot support a charge of unfair labor practices.

Refusing to Prepare for Negotiation Meetings -
The employer charged that the union would caucus during scheduled negotiation meetings and it considered this to be a practice that frustrated negotiations. On this issue however, the employer's bargaining team has an advantage over the union's bargaining team. Employer officials can prepare for bargaining during the normal course of their workday. Such work is logically a part of their work assignment and quite appropriately done during their regular work hours. For the union members of the negotiating team however, it would not be appropriate to prepare proposals, discuss priorities or coordinate bargaining during duty time. They are expected to do county work when they are at their duty station. Therefore it is not unreasonable to expect that some time during regularly scheduled negotiations must be spent by the union team to work on bargaining issues. In fact, both sides might be expected to use negotiating time to work on issues. The employer's example does not support a charge of refusing to bargain in good faith.

Advancing Inconsistent Positions and Not Designating Spokesperson -
The employer particularly cites the discussions between the parties concerning mandatory overtime in which it argued that the union voiced different and sometimes conflicting opinions from various members of the union's negotiating team. It asserts that this practice made " . . . the entire process of negotiations convoluted and unmanageable." The underlying premise of the employer's argument seems to be that there is only one correct way to negotiate a collective bargaining agreement or to present concerns

on an issue. The Examiner is not aware of any case in any jurisdiction that has so stated. The union's practice may have been different from past negotiations for this bargaining unit or different from the practices of other unions with which the employer negotiates, but that does not mean that it rises to the level of an unfair labor practice. Furthermore, even if the table discussion were confusing, the record at hearing clearly showed that the parties regularly traded written proposals which should have served to establish definitive union positions. Without evidence that the union was somehow deliberately sabotaging the process, this evidence does not rise to an unfair labor practice.

Engaging in Deceptive Tactics Designed to Foil Agreement - The major element in this allegation involves the employer's interpretation of the representations it believes were made by the union to its membership when it voted the employer's proposal on February 10, 2006. Prior to that date, the union had asked the employer for its "last and final" offer and asked for it in bill draft form. The employer complied with the latter, but insisted that the offer it was presenting was not necessarily their final offer.

In addition, the union presented a summary of this last employer offer which the employer characterizes as "grossly inaccurate." It particularly notes that the union provided such limited context that it made some "relatively innocuous" proposals look to be "something invidious" and that some issues were completely misrepresented. The employer bases its concerns on a document that was circulated within the Snohomish County jail; multiple copies of which were left in the employee's lunch room where they were picked up and delivered to the employer. The employer was appropriately not able to present testimony as to the context in which this document was presented as it was presented at a union ratification vote. But without more precise evidence it is impossible to know

whether the innocuous proposals were actually viewed as invidious or if they were even a subject of conversation. What actually convinced the bargaining unit members to vote down the contract proposal is therefore conjecture and is not sufficient basis for the finding of an unfair labor practice. It must also be noted that the union summary of the employer's proposals was not labeled as a last or best or final offer.

In the final analysis, the employer argues that the union betrayed the principles of good faith bargaining in order to move the negotiations to interest arbitration and out of the "give and take" of bargaining. However, because interest arbitration is a legislatively mandated mechanism for resolving issues in collective bargaining for this bargaining unit, the standard to prove a breach of good faith must be high: deliberate misrepresentation of crucial issues to the bargaining unit membership; deliberate misrepresentations to the employer at the bargaining table; concerted effort to evade resolution of issues or refusal to provide real explanations of positions. The employer's evidence and argument does not support such an analysis and an unfair labor practice on the basis of the complained-of behaviors or discussions by the union's negotiating team cannot be found.

FINDING OF FACT

1. Snohomish County is a "public employer" within the meaning of RCW 41.56.030(1). The employer operates a county jail and staffs it, it part, with custody and corrections officers.

2. The Snohomish County Corrections Officers Guild is a "bargaining representative" within the meaning of RCW 41.56.030(3), and was certified as the exclusive bargaining representative of an appropriate bargaining unit of corrections and custody officers on December 10, 2004.

3. On March 22, 2005, the employer and the union begin negotiation of the first collective bargaining agreement between these parties. At this meeting the union proposed that the parties sign a "Christie agreement," but the employer declined.

4. On April 22, 2005, the union makes its first economic proposal and proposes retroactive pay back to January 1, 2005, and asks that the employer sign a "Christie agreement." The employer refused both proposals.

5. After eleven meetings the union files a request for mediation on July 21, 2005.

6. After the employer provided a complete counter-proposal on all issues in dispute, the bargaining unit voted down the proposal on February 13, 2006. On February 14, 2006, the employer filed the instant charges of unfair labor practices. No further meetings occurred between the parties.

7. On May 11, 2006, the union substituted a "retention bonus" proposal for its retroactive pay proposal that it had maintained to this date.

8. On November 12, 2006, the parties are certified for interest arbitration on 81 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. At their second negotiation meeting and in their first economic proposal, the union proposed that the pay increase be

retroactive to January 1, 2005. Such a proposal is an illegal subject of bargaining and in violation of RCW 42.56.150(4).

3. By maintaining its proposal for retroactive pay or the equivalent thereof throughout negotiations and into mediation, the union has failed to bargain in good faith and has committed an unfair labor practice in violation of RCW 31.45.150(4).

4. Union positions or practices during bargaining such as proposing meetings during specific hours, caucusing during scheduled meetings, allowing various members of the negotiating team to present positions during bargaining, and preparing a synopsis of the employer's last offer which was inaccurate in some of its details, are within the parameters of bargaining in good faith and are not, individually or collectively, an unfair labor practice as defined by RCW 41.56.150(4).

ORDER

That part of the employer's complaint filed in the above-captioned matter concerning practices and behaviors during bargaining is DISMISSED.

AND

That part of the employer's complaint filed in the above-captioned matter concerning the union's initial and continuing proposals on retroactive pay states a violation of 41.56 RCW.

Therefore the *SNOHOMISH COUNTY CORRECTIONS GUILD*, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

Refusing to bargain in good faith by maintaining any proposals in negotiations or interest arbitration which constitute retroactive pay for hours of work that have already been worked by custody and corrections employees in its bargaining unit in Snohomish County.

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

a. Remove any proposals for retroactive pay for hours of work that have been already been worked by the custody and corrections employees in its bargaining unit in Snohomish County, including any such proposals which may have been certified for interest arbitration.

b. Post copies of the notice attached to this order in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this order.

d. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this order.

ISSUED at Olympia, Washington, this 9th day of March, 2007.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

WALTER M. STUTEVILLE, 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.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

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

WE UNLAWFULLY initially proposed and thereafter continued to propose an illegal subject of bargaining, retroactive pay, during the bargaining for an initial collective bargaining agreement with Snohomish County.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL remove any references to any form of retroactive pay or pay for work which has already been done from any future proposals for the first collective bargaining agreement between Snohomish County and the Snohomish County Corrections Guild, or any such references from any lists of issues submitted to the Public Employment Relations Commission for certification for interest arbitration.

WE WILL NOT, in any other manner, refuse to bargain in good faith under the laws of the State of Washington.

DATED: _____ SNOHOMISH COUNTY CORRECTIONS GUILD

BY: _____
Authorized Representative

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

This notice must remain posted for 60 consecutive days, and must not be altered or covered by any other material. Questions about this notice or compliance with the Commission's order may be directed to the Public Employment Relations Commission (PERC), 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300. The full decision will be published on PERC's web site, www.perc.wa.gov.