

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

COWLITZ COUNTY JAIL EMPLOYEES' GUILD,)	
)	
Complainant,)	CASE 14230-U-98-3530
)	
vs.)	DECISION 6832 - PECB
)	
COWLITZ COUNTY,)	
)	
Respondent.)	FINDINGS OF FACT,
)	CONCLUSIONS OF
)	LAW AND ORDER
)	

Emmal, Skalbania & Vinnedge, by Alex J. Skalbania, Attorney at Law, appeared for the complainant.

Howard Rubin, Attorney at Law, appeared for the respondent.

On November 6, 1998, the Cowlitz County Jail Employees' Guild filed a complaint charging unfair labor practices with the Public Employment Relations Commission under Chapter 391-45 WAC, naming Cowlitz County as respondent. A deficiency notice issued on December 22, 1998, and an amended complaint was filed on January 5, 1999. A hearing was held on May 17, 1999, before Examiner Vincent M. Helm. The parties filed post-hearing briefs.

The preliminary ruling issued under WAC 391-45-110, on February 1, 1999, found a cause of action to exist on allegations of:

1. Employer interference with employee rights on or about August 19, 1998, by denying the requests of two bargaining unit employees for union representation at an investigatory interview (concerning inappropriate fraternization on the job), where the employees reasonably perceived they might be subject to disciplinary

action in connection with the subject matter to be discussed.

2. Employer interference with employee rights on or about August 21, 1998, by denying the request of one of the same employees for union representation at an investigatory interview (concerning errors in the booking of a prisoner), where the employee reasonably perceived he might be subject to disciplinary action in connection with the subject matter to be discussed, and by then disciplining the employee on the basis of the facts disclosed.

On the basis of the evidence presented at the hearing, the Examiner holds that the employer violated RCW 41.56.140(1) and (4) with respect to the August 19, 1998 meeting, but did not violate the statute in regard to the August 21, 1998 meeting. A cease and desist order is deemed to be the appropriate remedy, and the union's request for attorney's fees is rejected.

BACKGROUND FACTS

Context in Which Complained of Incidents Arose

The essential facts are not in dispute.

The Guild was certified by the Commission, in July 1998, as the exclusive representative of the corrections officers employed by Cowlitz County. The Guild replaced a local union of the International Brotherhood of Teamsters, et al., which had represented those employees for a number of years. The two alleged unfair labor practices occurred the following month.

The employees whose rights were allegedly violated are Corrections Officer Rob Wetmore and Corrections Officer Sia Wetmore. As of

August 1998, each of them had been employed in this bargaining unit for approximately one year, and they were not yet married to one another. For ease of reference, Sia Wetmore is referred to in this decision by the maiden name she was using at the time of the alleged violations, Sia Gould.

At all times relevant herein, Kurt Bledsoe was an operations lieutenant, with responsibility for all personnel matters affecting corrections officers. He had been employed in that position for five of the past six years, and normally worked the day shift. Prior to that period he was a corrections officer and a sergeant for approximately eight years. During those years he was a bargaining unit employee, and for seven of them he was a steward for the former union.

For at least eight years, the employer has had a practice of conducting coaching/counseling sessions which are not, in and of themselves, disciplinary in nature. Bledsoe has conducted hundreds of such meetings without the presence of a union representative. Sergeants may also conduct such sessions. Supervisors may elect to make a written record of the event. These records are maintained in a central location, and may be referred to by the employer to ascertain whether the employee had been counseled in the past, to assess whether discipline is warranted, and to determine the severity of discipline in a particular instance. Bledsoe stated that employees are told to have a union representative accompany them to any meeting that might immediately result in discipline.

The August 19, 1998 Meeting

On the afternoon of Saturday, August 15, 1998, Wetmore and Gould were at Wetmore's home. Gould received a telephone call from Chandra Prestegard, a fellow bargaining unit employee, who told Gould that she and Wetmore were being investigated by the employer

with respect to allegations that an inmate had made to Prestegard. The specific allegation was that the inmate had observed Wetmore and Gould kissing at a work location while in a duty status. Prestegard said she had repeated this story to a bargaining unit employee who had, in turn, informed a supervisor of the allegations. Gould immediately informed Wetmore of the content of this conversation. Wetmore and Gould believed such an investigation could result in one or both of them being disciplined.

On August 19, 1998, Wetmore and Gould worked a graveyard shift, commencing at midnight. When they reported for work, they noted Bledsoe's presence. This concerned them because, in their experience, Bledsoe did not work during the graveyard shift unless there was a matter under investigation. They immediately contacted Bill Lynam, a bargaining unit employee who was a member of the Guild's negotiating committee, and told him of their concerns. Wetmore and Gould requested that Lynam accompany them if they were required to meet with Bledsoe. At the beginning of the shift, a sergeant informed Wetmore and Gould that Bledsoe wished to see them.

Wetmore and Gould, accompanied by Lynam, went to an administration office where they met Bledsoe. Lynam advised Bledsoe that he was present to represent the other two as a witness in the event the meeting could lead to discipline. Bledsoe laughed, and responded that the meeting did not involve discipline. Bledsoe stated that Lynam's presence was not required. Wetmore said they had requested Lynam's presence, and Bledsoe repeated that Lynam's presence was not needed.

Bledsoe, Wetmore, and Gould then proceeded the meeting, without Lynam. Bledsoe stated he wanted to discuss an inmate's allegations concerning their conduct, and he asked if the allegations were true. Wetmore and Gould said, "No." Bledsoe said there was no

specific policy dealing with the matter, but that he expected employees to conduct themselves in a professional manner. Bledsoe also said no discipline would be forthcoming over the incident, and the matter was over unless there were further incidents of a similar nature which, if substantiated, could lead to discipline. Wetmore and Gould did not renew their request for representation during that meeting, because they believed such a request would be futile in view of Bledsoe's repeated rejection of their requests for representation immediately prior to the meeting. Neither employee has been disciplined in any fashion as a result of that interview and no written record was made of the meeting.

The August 21, 1998 Meeting

Sergeant Jeanne Hollatz is normally responsible for booking activities. On August 21, 1998, Hollatz was replacing another supervisor, who was absent because of illness. Hollatz approached Wetmore while they were on duty, and asked him to accompany her to the office utilized by the sergeants. Wetmore asked if he needed to have someone accompany him, referencing his recent involvement with Bledsoe concerning his conduct. Hollatz patted him on the shoulder and said, "No."

Once they were in the office, Hollatz stated that the matter she wished to discuss was of a serious nature, and she questioned Wetmore with respect to his actions in incorrectly releasing an inmate six hours early during booking on the previous day. Wetmore did not dispute making the error, and he did not make any request for union representation during the meeting. Hollatz noted that no discipline would be administered because of the incident, but their meeting would be treated as a coaching/counseling session. She indicated, however, that a written notation about the session would, after being signed by Wetmore, be placed in a file in the sergeant's office. Hollatz indicated that further errors of this

nature could result in discipline. A written record of the matters discussed was presented to Wetmore, which he signed.

Subsequent Events

Shortly after the August 21 meeting, Wetmore and Bledsoe discussed personal problems Wetmore was experiencing in connection with a pending divorce action. Bledsoe suggested that Wetmore should refrain from being involved in the booking process, until he was relieved of the stress resulting from his personal difficulties. Wetmore agreed unqualifiedly with Bledsoe's recommendation, and it was implemented. Neither Bledsoe nor Wetmore regarded this as a disciplinary action.

POSITIONS OF THE PARTIES

The Guild argues that the meetings were disciplinary, in that they each involved a critique of work performance and could have a bearing upon the severity of future disciplinary actions. Relying upon Commission precedent adopting the policies enunciated in National Labor Relations Board v. Weingarten, Inc., 420 U.S. 251 (1975), the Guild argues that the employees' rights were violated. It contends that to establish a violation it need only be shown that: The employees attendance at the meeting was compulsory; a significant purpose of the meeting was to obtain facts to support disciplinary action; the employee reasonably believed potential discipline might result from the meeting; and the employee requested union representation at the meeting. Without citing any specifics, the Guild argues that the employees were, in fact, disciplined as a result of the meetings. It contends the nature of the employer's questioning shows that the meetings were designed to elicit facts to support discipline, and that the nature of the questions asked caused the employees to reasonably believe

potential discipline might result from the meeting. The reasonableness of the employee concerns regarding the August 19, 1998 meeting is further predicated upon the information previously received from a fellow employee. In regard to the August 21, 1998 meeting, the reasonableness of the employee concern is predicated upon the fact that the conversation was with a supervisor who did not regularly supervise the employee. The Guild argues that the absence of a specific request for union representation by Wetmore at the August 21 meeting should not be fatal to the case, because the supervisor should have perceived Wetmore's inquiry about the need for someone to accompany him as tantamount to a request for union representation. In addition to a "cease and desist" order complainant requests a "make whole" remedy and attorneys fees.

The employer argues that the Guild has failed to sustain its burden of proof under Commission and National Labor Relations Board precedents applying the Weingarten policy. The employer contends the August 19 and August 21 meetings were not investigatory in nature, and therefore argues that no Weingarten rights could attach to them. It further argues there is no right to request union representation prior to being advised by the employer of the purpose of the meeting, and that the only requests for union representation on August 19 were made prior to the employees being informed of the purpose of that meeting. It contends that no request for union representation was made with respect to the August 21 meeting. Because the employees were advised at the outset that the meetings would not result in discipline, the employer argues that the employees could not have had a reasonable expectation that discipline might ensue. The employer also points out that no discipline ensued as a result of either meeting, and it contends a latent potential for future discipline as the result of these meetings should not give rise to a right to union representation under Weingarten.

DISCUSSIONThe Right to Union Representation

Affirming a decision of the National Labor Relations Board (NLRB), the Supreme Court of the United States ruled in National Labor Relations Board v. Weingarten, Inc., 420 U.S. 251 (1975), that an employee's rights under the National Labor Relations Act (NLRA) are violated where: (1) The employee reasonably believes that a meeting called by management is for the purpose of eliciting information which might support potential disciplinary action; (2) the employee requests union representation, and (3) the request for representation is denied. The basic premise of Weingarten is to insure that an employee may have the assistance of the exclusive bargaining representative in circumstances where the employee may be too intimidated, inarticulate or unsophisticated to properly present the facts in an investigatory setting. Such requests for assistance are regarded as being part of the employee's statutory right to a representative of his or her own choosing, and the denial of the request is deemed to be an unlawful interference with such rights. An employee must specifically request representation and may waive that right.

The Public Employment Relations Commission has adopted the Weingarten policy as applicable under state collective bargaining laws which parallel the NLRA. See, Okanogan County, Decision 2252-A (PECB, 1986). The Commission has previously rejected employer attempts to distinguish what have been termed "voluntary" and "non-investigatory" meetings, and has imposed extraordinary remedies upon an employer which committed repetitive violations. See, City of Seattle, 3593-A (PECB, 1989).

The existence of reasonable grounds for concerns about potential discipline is not predicated upon the subjective perceptions of

individuals in each case, but upon objective standards based upon all the circumstances of the particular case. Spartan Stores, Inc. v. NLRB, 628 F.2d 953 (6th Circuit, 1980). Further, the right to union representation applies to an interview which turns into an investigatory session, even if it was originally convened (and/or announced) to advise the employee of previously determined discipline, Gulf State Manufacturing v. NLRB, 704 F.2d 1390 (5th Circuit, 1983).

In applying Weingarten in the private sector, federal courts have held that the right to demand union representation cannot arise before the employee is informed of the purpose of the meeting. AAA Equipment Service Co. v. NLRB, 598 F.2d 1142 (8th Circuit, 1979). Where an employee was aware of the employer's disciplinary procedure, and was told by a supervisor at the meeting that he would not be disciplined, a federal court held there was no basis to conclude the employee had an objectively reasonable fear of being disciplined as a result of participating in the meeting. NLRB v. United States Postal Service, 689 F.2d 835 (9th Circuit, 1982).

The federal courts have also held that, as a general proposition, a latent threat of discipline does not give rise to a right to union representation. Thus, the giving of training or instruction in the workplace may not create the reasonable expectation of discipline necessary to invoke rights under Weingarten. In Alfred M. Lewis, Inc. v. NLRB, 587 F.2d 403 (9th Circuit, 1978), however, employees called into counseling sessions utilized by the employer as part of an established system of progressive discipline were found to be entitled to union representation, upon request. Even though they did not directly result in discipline, those counseling sessions set the stage for discipline in the event of future misconduct of the same nature. The court distinguished those counseling sessions from meetings where the only purpose is to advise employees of the existence of an allegation, or to advise

employees of the employer policy with respect to the conduct complained of, where no Weingarten rights arise because the interview is not investigatory in nature.

Application of Precedent

The August 19, 1998 Meeting -

This employer's use of coaching and counseling sessions mirrors the practices described in Alfred M. Lewis, supra. While discipline does not flow directly from the incident giving rise to the interview, the fact that the employee has been counseled with respect to an infraction is considered in determining the severity of discipline should a future infraction occur. In such circumstances the coaching/counseling interview goes beyond a casual conversation between a supervisor and employee, and does give rise to Weingarten rights.

In view of the foregoing analysis, the meeting on August 19, 1998, must be viewed as being within the ambit of Weingarten. This is particularly true because Lieutenant Bledsoe went beyond merely advising the two employees as to the conduct expected of them, and directly inquired into whether they had engaged in the conduct which was the subject of the meeting. Thus, unless the employees waived their right to representation, a violation of the statute has been established.

A careful analysis of the facts of this case convince the Examiner that the two employees did not waive their Weingarten rights on August 19, 1998. While they did not reiterate their request for representation at the point in time the employer official questioned them about their conduct, such request is deemed to be excused by antecedent events:

First, the two employees had ample reason to anticipate the meeting would involve investigation of their conduct. They had been informed of the inmate's allegation that they were seen

kissing while on duty, and that the employer was reviewing the matter; their expectations were fueled by Bledsoe's presence at the facility during a night shift when he normally does not work, and their knowledge of Bledsoe's responsibilities concerning investigation of disciplinary matters; and they were jointly summoned to a meeting with Bledsoe.

Second, the two employees actually acted upon their concerns, by contacting a union official and arranging for the union official to be present at the outset of their meeting with Bledsoe.

Third, the fact that their request for union representation was twice unequivocally rejected by Bledsoe reasonably conveyed the impression to the employees that a further request would be futile.

Under these circumstances no waiver of the right to representation has been established. While the union officer was present and the request for union representation did occur prior to Bledsoe himself stating the purpose of the meeting, the statutory rights of the employees cannot be reduced to a nullity, or made subject to a simplistic analysis of who spoke first in a conversation where the overall context and investigatory purpose were clear.

The August 21, 1998 Meeting -

Unquestionably, the right to representation also existed with respect to the August 21 meeting. Wetmore was questioned concerning alleged deficiencies in his work performance; a written record of the meeting was prepared and filed for future reference; the employee was advised that repetition of the misconduct could result in discipline. While the employer asserts that no discipline actually ensued, because Wetmore's temporary removal from the booking process was a mutually agreeable accommodation to his personal problems, the overall effect was tantamount to what others would characterize as an "oral warning", or even as a "written warning". As in Alfred M. Lewis, supra, the incident was to have a lasting effect on the employee.

On this occasion, the employee did not request representation and effectively waived his Weingarten rights. The mere inquiry by the employee as to the need for union representation does not constitute a request for such representation. The facts surrounding the August 19 interview of the same employee by another supervisor do not furnish a basis to disregard the normal requirement to request representation. Accordingly, the complaint must be dismissed with respect to this incident.

THE APPROPRIATE REMEDY

The appropriate remedy for a violation of Weingarten rights varies according to the circumstances. A cease-and-desist order and posting/reading of notices is appropriate in every case. A make-whole remedy may also be appropriate, but only where discipline results from information unlawfully attained. Washington State Patrol, Decision 4040 (PECB, 1992). Attorney fees have been awarded as an extraordinary remedy, where the evidence showed repeated violations by the same employer. City of Seattle, supra.

With respect to the August 19 meeting, no discipline of any nature followed. Therefore, an order requiring the employer to cease and desist from further violations will suffice, and no make-whole remedy is appropriate or necessary. The record also fails to establish that this employer has engaged in a pattern of egregious conduct warranting an extraordinary remedy.

FINDINGS OF FACT

1. Cowlitz County is county of the state of Washington, and is a public employer within the meaning of the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

2. Cowlitz County Jail Employees' Guild, a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit of corrections officers employed by Cowlitz County.
3. Sia Gould and Rob Wetmore are corrections officers employed by Cowlitz County in the bargaining unit represented by the Cowlitz County Jail Employees' Guild, and are public employees within the meaning of RCW 41.50.030(2).
4. The employer has a practice of conducting coaching and counseling sessions where, depending upon the circumstances, a written record may be made of matters discussed. Discipline is not imposed for matters discussed in such sessions, although such meetings, and particularly where written records of such meetings are made, may provide the basis for future discipline if there is a repetition of the offense.
5. As of August, 1998, Lieutenant Kurt Bledsoe was a supervisor responsible for dealing with personnel matters on behalf of the employer, and was specifically charged with responsibility for investigation of possible employee misconduct.
6. Shortly prior to August 19, 1998, Gould and Wetmore received information from a responsible source of an allegation that they had been seen kissing while on duty, and that the employer was investigating that allegation.
7. Upon arrival at the employer's facility for a scheduled "graveyard" shift on August 19, 1998, Gould and Wetmore became aware of Bledsoe's presence at the facility.
8. Based upon their awareness of Bledsoe's responsibilities concerning employee discipline, their awareness that Bledsoe was present at the facility during a shift when he normally

did not work, and their awareness of the allegations then pending against them, Gould and Wetmore reasonably believed that they were the subjects of an investigation which could lead to their discipline.

9. Gould and Wetmore requested a bargaining unit employee, William Lynam, to accompany them as their representative, in the event that Bledsoe should summon them for an interview.
10. Prior to the commencement of their scheduled shift, Bledsoe summoned Gould and Wetmore to a meeting.
11. Lynam accompanied Gould and Wetmore to the meeting with Bledsoe, and Lynam advised Bledsoe he was present to represent the employees, because they believed the meeting could lead to their discipline. Bledsoe asserted that the matter did not involve discipline. Wetmore reiterated the desire of the employees to have Lynam present. Bledsoe repeated his denial of the employees' request for representation. Lynam was thus excluded from the meeting.
12. During the course of the meeting, Bledsoe told Gould and Wetmore of the allegation against them, and asked them to respond to the allegation. Although Gould and Wetmore did not renew their request for representation after the investigatory questions were posed to them, they reasonably believed such a request would be futile in view of Bledsoe having twice rejected their earlier request.
13. Although Gould and Wetmore denied the allegation, and Bledsoe informed them that no discipline would be imposed at that time and no written record of the meeting would be made, Bledsoe also informed them that discipline could be imposed if they engage in inappropriate conduct in the future.

14. On August 21, 1998, Wetmore was directed to meet with Sergeant Hollatz, who was in charge of booking procedures. Wetmore asked Hollatz if he needed someone to attend the meeting, but did not request that a representative be present.
15. Hollatz questioned Wetmore with respect to the early release of an inmate. Wetmore did not request representation after the investigatory questions were posed to him.
16. Wetmore acknowledged his error in connection with the early release of the inmate. Hollatz stated it was a serious matter that could lead to discipline if repeated, and that a written notation of the matter would be placed in a file which is referred to by respondent's supervisors when considering discipline. The written memo was prepared, was signed by Wetmore, and was filed as indicated.
17. Subsequent to the August 21 meeting, Bledsoe and Wetmore discussed the stress upon Wetmore related to a divorce, and they mutually agreed that Wetmore would not participate in the booking of inmates until that stress was relieved.

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. The meeting held by Bledsoe on August 19, 1998, involving bargaining unit employees Gould and Wetmore, was an investigatory interview in which the employees reasonably believed that their discipline could result, so that RCW 41.56.040 entitled them to representation at that meeting, upon request.

3. Gould and Wetmore made a timely request for representation with regard to the meeting held on August 19, 1998, so that Cowlitz County interfered with, restrained and coerced the bargaining unit employees in the exercise of rights guaranteed under RCW 41.56.040, and thereby committed unfair labor practices within the meaning of RCW 41.56.140(1), by rejecting their request for representation.
4. The meeting held by Hollatz on August 21, 1998, involving bargaining unit employee Wetmore, was an investigatory interview in which the employee reasonably believed that discipline could result, so that RCW 41.56.040 entitled him to representation at that meeting, upon request.
5. Wetmore did not make a timely request for representation with regard to the meeting held on August 21, 1998, so that Cowlitz County has not interfered with, restrained and coerced the bargaining unit employees in the exercise of rights guaranteed under RCW 41.56.040, and has not committed unfair labor practices within the meaning of RCW 41.56.140(1), with regard to that meeting.

ORDERED

1. The allegations concerning the August 21, 1998 meeting are DISMISSED on their merits.
2. Cowlitz County, its officers and agents shall immediately take the following actions to remedy its unfair labor practice:
 - A. CEASE AND DESIST from:
 1. Interfering with, restraining or coercing its employees in the exercise of their right to union

representation in investigatory interviews including coaching/counseling meetings where the employee reasonably perceives a possibility of disciplinary action by ignoring or rejecting requests for union representation.

2. Relying, in any manner, upon the counseling given to bargaining unit employees Gould and Wetmore on August 19, 1998 as a basis for any future disciplinary action against those employees.
3. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights secured by the laws of the State of Washington.

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

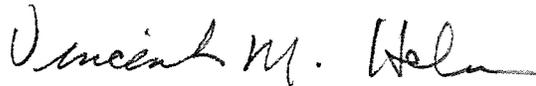
1. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.
2. Read notice attached hereto and marked "Appendix" aloud at the next public meeting of the Board of Commissioners of Cowlitz County, and append a copy thereof to the official minutes of said meeting.

3. Notify the above-named 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 above-named complainant with a signed copy of the notice required by the preceding paragraph.

4. Notify the Executive Director 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 Executive Director with a signed copy of the notice required by this order.

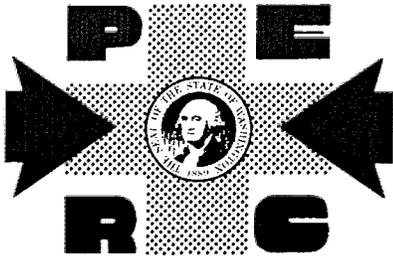
Issued at Olympia, Washington, this 22nd day of September, 1999.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



VINCENT M. HELM, 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 PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE WILL NOT ignore, reject, disregard and/or refuse the requests of our employees for union representation at investigatory interviews including coaching/counseling meetings called by the employer, where the employee(s) reasonably perceive discipline could result.

WE WILL NOT rely, in any manner, upon the counseling given to bargaining unit employees Sia (Gould) Wetmore and Rob Wetmore on August 19, 1998, as a basis for any future disciplinary action against those employees.

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

DATED: _____

COWLITZ COUNTY

BY: _____
Authorized Representative

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

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P.O. Box 40919, Olympia, Washington 98504-0919. Telephone: (206) 753-3444.