Snohomish County, Decision 8852 (PECB, 2005)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SNOHOMISH COUNTY DEPUTY SHERIFF'S ASSOCIATION, Complainant, vs. SNOHOMISH COUNTY, Respondent.	CASE 17839-U-03-4610 DECISION 8852 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Aitchison & Vick, by *Jeffrey Julius*, Attorney at Law, for the union.

Steven J. Bladek, Deputy Prosecuting Attorney, for the employer.

The Snohomish County Deputy Sheriff's Association (association) is the exclusive bargaining representative of commissioned deputies and sergeants in the Snohomish County Sheriff's Office. The association also represents a separate unit of captains and lieutenants.

On September 11, 2003, the association filed an unfair labor practice complaint with the Public Employment Relations Commission against Snohomish County (employer). A preliminary ruling was issued on February 9, 2004, finding a cause of action existed under 41.56.140(4) and (1) regarding changes the employer made in its promotion procedures. Examiner Lisa A. Hartrich conducted a hearing on June 30, 2004, and July 1, 2004. The parties submitted post-hearing briefs.

ISSUES PRESENTED

1. Did the association file a timely unfair labor practice complaint?

2. Did the employer fail to bargain a mandatory subject of bargaining by unilaterally implementing a change in the way it conducts provisional lieutenant appointments?

3. Did the employer commit an independent interference violation when it failed to appoint Sergeant Matt Bottin to a provisional lieutenant position?

Based on the record presented as a whole, the Examiner holds that the association's complaint was timely. In addition, the employer violated RCW 41.56.140(4) and (1) by making a unilateral change in the way it conducts provisional lieutenant appointments. Finally, the association did not meet the burden of proof necessary to establish an independent interference violation.

ANALYSIS

Issue 1: The Timeliness of the Complaint[1]

The employer argues the association's complaint was untimely. Under RCW 41.56.160, an unfair labor practice complaint must be filed within six months after the act or event at issue. If a

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[1] The employer did not raise the issue of timeliness during the hearing. However, the employer argued the association's claim was untimely in its post-hearing brief. Since timeliness is a jurisdictional issue, it may be raised at any point.

complaint does not comply with this requirement, it will be dismissed. RCW 41.56.160(1).

The six-month time period does not begin to run until the union has notice of the subject of the complaint. *City of Seattle*, Decision 7278-A (PECB, 2001). In the instant case, the parties disagree as to when the association became aware of the change in the alleged past practice. The employer argues the date was in January 2003, in which case the complaint would not be timely. The association argues it became aware of the change in June 2003, in which case the complaint would be timely.

Promotions in county sheriff offices are governed by civil service rules.[2] Chapter 41.14 RCW requires county sheriff offices to establish a merit system of employment. This statute was designed to ensure that employment decisions are based on merit, rather than political, religious, or some prejudicial reason.

As required by statute, the Snohomish County Civil Service Commission implemented rules and regulations designed to create a process for promoting its employees. Under these rules, the employer must maintain an eligibility list for certain classes of positions. Successful applicants are ranked on the eligibility list based on examination scores.

Permanent Positions

When the employer wants to fill a vacant *permanent* position, it first looks at the re-employment list. A re-employment list is an eligibility list of former regular or probationary employees who

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[2] The Commission does not administer the civil service rules, and the contract is silent on provisional appointments.

were separated from service by layoff, by a withdrawn resignation, or current employees who were demoted in lieu of layoff. Another practice, known as the "Maris rule," apparently allows the employer to keep a temporary employee in a higher classification for the maximum four months allowed by the civil service rules. Upon completing the four months, the employee may be put on the re-employment list, making him eligible for the next *permanent* position in the higher classification.[3]

If no one is on the re-employment list, the employer follows what is commonly referred to as the "rule of three."[4] The names of the three people with the highest examination scores are the first to be considered for promotion. Their names are placed on an eligibility list for that classification. This practice was upheld by the Washington Supreme Court in *IAFF Local 404 v. City of Walla Walla*, 90 Wn.2d 828 (1978).

Provisional Positions

In the case of *provisional* (temporary) appointments, the rules state that these appointments must not exceed 45 days without

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[3] The Examiner was not presented with any documentation of such a rule, other than witness testimony.

[4] Rule VIII APPOINTMENTS of the Snohomish County Civil Service Commission's Rules & Regulations, Section 8.3, Certification, reads (in part):

> When a reemployment list exists for the class in which the vacancy is to be filled, the Chief Examiner shall certify the name of the person highest on that reemployment list. When there is no reemployment list, the Chief Examiner shall certify the names of the three persons highest on the eligibility list for the class. . . . The Appointing Power shall forthwith appoint a person from the name or names certified to the vacant position or positions.

approval from the civil service commission. However, the commission may authorize provisional appointments for up to four months.[5] The Snohomish County civil service rules do not explicitly apply the "rule of three" to provisional appointments.

In the instant case, a provisional lieutenant position became available in January 2003. At the time, four sergeants were on the lieutenant eligibility list, in the following order:

Sergeant Brand[6]
Sergeant Bottin
Sergeant Nichols
Sergeant Aljets

The command staff decided to appoint Aljets to the temporary position, even though the custom was to promote the person in "position one" to any vacant temporary position. Chief Cothern later explained to Bottin that Aljets was chosen over Bottin for logistical reasons. For example, the position was short in duration (four to six weeks), and Bottin's position was more difficult to fill because it would require training a temporary replacement. Bottin did not object. Aljets served in the temporary position until March 2003.

In June 2003, another provisional lieutenant position became available. By this time, Brand had been promoted to a permanent lieutenant position, leaving Bottin, Nichols and Aljets on the eligibility list (in that order). Once again, the command staff

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[5] Snohomish County Civil Service Commission's Rules & Regulations, Section 8.8, Provisional Employees - Duration of Employment.

[6] Sergeant Brand was on vacation and therefore was not available to fill the vacancy. This temporarily placed Sergeant Bottin at the top of the list.

decided to appoint Aljets to the provisional position, effective June 11, 2003.

Bottin learned of the provisional appointment from a mutual acquaintance of Bottin and Aljets. Bottin also learned the employer intended to keep Aljets in the temporary position for "four months and a day," which would allow Aljets to be placed on the re-employment list. According to the civil service rules, this action would allow Aljets to be eligible for a permanent promotion, ahead of anyone else on the eligibility list.

After Bottin learned that Aljets had been provisionally appointed with the intent to promote him to the next vacant permanent lieutenant position, Bottin concluded the employer "passed him over" due to his recent union activity,[7] which prompted the filing of this complaint in September 2003.

The Examiner disagrees with the employer's contention that the complaint was untimely. In January 2003, the employer appointed Aljets to the temporary position, ahead of Bottin, who at that time was the highest ranking sergeant available. The employer explained the practical and operational reasons for the appointment. In light of those circumstances, Bottin understandably did not object to the appointment.

However, the June 2003 appointment of Aljets led to quite a different outcome. Specifically, Bottin testified it was not until this second appointment that he became aware of the employer's intent to not only *temporarily* hire Aljets, but to keep him in the position for the maximum four-month period in order to get him placed on the re-employment list. As previously stated, individu-

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[7] These events will be discussed later in the decision.

als on the re-employment list have priority over those on the eligibility list when a permanent vacancy opens. Aljets served as lieutenant in a temporary capacity from June 11, 2003, until October 19, 2003. He was then returned to the rank of sergeant, until he was promoted to the next permanent lieutenant vacancy on June 7, 2004.

The association could not have foreseen this scenario in January 2003. The Examiner finds the September 2003 unfair labor practice complaint timely, as it is based on the events beginning in June 2003, not January 2003. Therefore, the complaint complies with the six month filing requirement.

Issue 2: Was There a Duty to Bargain?

RCW 41.56.030(4) requires an employer and the exclusive bargaining representative to bargain in good faith on personnel matters, including wages, hours and working conditions. A party to a collective bargaining agreement commits an unfair labor practice if it unilaterally changes a term or condition of employment without exhausting its bargaining obligations.

A complainant alleging a unilateral change must establish *both* (1) the existence of a relevant status quo or past practice; *and* (2) a change of a mandatory subject of bargaining. *Municipality of Metropolitan Seattle*, Decision 2746-B (PECB, 1999); *Whatcom County*, Decision 7288-A (PECB, 2002).

Past practice

In order to establish a past practice, the practice must be consistent, and all parties must have knowledge of it. *Whatcom County*, Decision 7288-A. At hearing, the employer provided

eligibility lists for the rank of lieutenant for the years 1983, 1985, 1987, 1989, 1991, 1993, 1995, 1997, 1999, 2001, and 2003.[8] In addition, the employer introduced a spreadsheet of eligibility lists, indicating the order in which candidates were promoted by number rank on each list. The spreadsheet differentiated between provisional appointments and permanent promotions.

These documents show two things relevant to establish a past practice:

(1) Between 1983 and the date the instant complaint was filed, there were only two incidents where candidates for lieutenant were "passed over" for *provisional* appointments. The first was in January 2003, when Aljets (in "position four") was appointed over the top three candidates. The second was in June 2003, when Aljets (now ranked third) was promoted over the top two candidates. Therefore, Aljets' provisional appointments were the only exceptions to the practice of appointing the sergeant at the top of the list.

(2) Between 1983 and the date this complaint was filed, *all* of those provisionally appointed when in "position one" were promoted to the next available, permanent vacancy. Again, Aljets is the *only* exception.

Based on the information gleaned from the employer's own exhibits, the employer always appointed the candidate at the top of the eligibility list to a provisional lieutenant vacancy. The employer's consistent actions establish the past practice. Since

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[8] Snohomish County Civil Service Commission's Rules & Regulations, Section 7.2 states, "The term of each promotional list shall normally be for two years."

1983, this practice was only violated when the employer appointed Aljets over Bottin. Had the employer followed its past practice of provisionally appointing the top candidate on the lieutenant eligibility list, Bottin would have been appointed instead of Aljets. Additionally, Cothern felt the need to reassure Bottin that the January 2003 decision to appoint Aljets over Bottin was for reasons of business necessity only, and not as a result of Bottin's abilities. This is further evidence that the practice of appointing the top candidate was considered the norm.

Mandatory Subjects

The prohibition against unilateral changes applies only to mandatory subjects of bargaining. A mandatory subject is one that an employer is obligated to bargain. The Commission has long recognized promotions as mandatory subjects of bargaining. *City of Wenatchee*, Decision 2216 (PECB, 1985). More specifically, the Washington State Supreme Court held that civil service rules affecting promotions within a bargaining unit are mandatory subjects of bargaining. *City of Yakima*, 117 Wn.2d 655 (1991).

It has already been established that a past practice existed regarding provisional appointments to the rank of lieutenant. Based on the record, the Examiner finds the employer changed that practice without giving the association an opportunity to bargain. A unilateral change in a mandatory subject of bargaining is a violation of RCW 41.56.140(4). Additionally, where there is a violation of RCW 41.56.140(4), a "derivative interference" violation is automatically found under 41.56.140(1).

In conclusion, both elements necessary to establish a unilateral change complaint are present. Therefore, the employer has an

obligation to bargain with the association over the way it conducts provisional lieutenant appointments.[10]

Issue 3: The Independent Interference Violation[11]

Under RCW 41.56.140(1), it is an unfair labor practice for a public employer to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by the statute. An independent interference violation can be found if the association shows the employer's conduct could reasonably be perceived by an employee as a threat of reprisal or force, or a promise of a benefit, deterring them from participating in lawful union activity. *City of Seattle*, Decision 3066 (PECB, 1988); *Grant County Public Hospital District 1*, Decision 8378-A (PECB, 2004). The burden of proving unlawful interference rests with the complaining party and must be established by a preponderance of the evidence. *King County*, Decision 6994-B (PECB, 2002).

The legal determination of an independent interference violation is based on whether a typical employee in a similar circumstance could

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[10] The employer presented evidence regarding promotion practices of other employees in the same bargaining unit (*i.e.*, the deputies). However, this decision is limited to provisional lieutenant appointments only.

[11] The original complaint filed by the association contained an allegation of "interference with employee rights." It did not indicate an allegation of "employer discrimination." Therefore, the preliminary ruling did not list a cause of action for discrimination. Commission Examiners are confined to processing the causes of action found in the preliminary ruling. *King County*, Decision 6994-B (PECB, 2002). Therefore, this Examiner cannot address the allegation of employer discrimination, even though both the association and employer incorrectly argued the elements of discrimination, and did not address the independent interference allegation.

reasonably perceive the employer's actions as an attempt to discourage union activity. *Grant County Public Hospital*, Decision 8378-A. The timing of an employer's adverse actions in relation to the protected activity can also be crucial. *King County*, Decision 6994-B. Employer intent or motivation to interfere is not required. Additionally, it is not necessary to show the employee involved was actually threatened, and it is not necessary to show that the employer harbored union animus.

To prove an interference violation, the association must prove that the employer's failure to appoint Bottin to the June 2003 provisional vacancy could reasonably be perceived as an attempt to discourage union activity.

In January 2003, when Aljets was first provisionally appointed, Cothern felt compelled to advise Bottin of the operational and practical reasons for appointing Aljets over Bottin. According to Bottin's testimony, Cothern assured Bottin that appointing Aljets had nothing to do with Bottin's performance, but was merely a convenient solution to a short-term problem. Bottin accepted this explanation.

The situation changed quite dramatically following Aljets' June 2003 appointment. When it became clear that the appointment in effect put Aljets in a position for the next available permanent lieutenant vacancy, Bottin went to Cothern's office to find out why he was "passed over." In contrast to the January explanation, Cothern was now less than enthusiastic about Bottin's job performance. There is some discrepancy as to the contents of the conversation between them, but in essence Cothern told Bottin he was not given the appointment because he was not "management friendly."

Bottin held an elected association board position for approximately eight years, and occasionally represented other members of the association in handling grievances. Cothern made reference to a document Bottin prepared in defense of a grievant he assisted in April 2003. Bottin's well-researched brief resulted in a significant reduction in the grievant's discipline. Bottin testified that Cothern used the document as an example of how Bottin was not "management friendly."

On the other hand, at hearing, Cothern stated that he was "painfully not even barely aware of his [Bottin's] involvement with the union," and that his knowledge of Bottin's role in handling the April 2003 grievance was "minimal." Cothern gave credible testimony that he had contentious relationships with other union officials in the past, but that their union activity never affected his decision to recommend them for promotion.

The association argues that because Bottin participated in handling a grievance, he was somehow transformed into a management target. On the contrary, the evidence shows that Bottin's representation of the grievant was held in high regard by the employer, and included writing an intelligent argument in support of the grievant. The employer's own attorney reportedly said Bottin's work on the document was worth about $4,000. Sheriff Bart testified that he thought Bottin "Did a damn good job" in representing the grievant.

"Common sense" was a quote from the Equal Employment Opportunity Commission (EEOC) investigator whom Bottin met with while preparing research to defend the grievant. The investigator explained that when investigating a sexual harassment case (a subject of the grievance), one guideline to remember was to use "common sense." Bottin placed this quote in his brief. According to Bottin, Cothern stated that Undersheriff O'Connor did not like the document because

of its reference to the "common sense aspect," and having heard about it, Cothern did not like it either.

There was no evidence produced to show how this quote would cause anyone to conclude that Bottin was not management friendly, or that he was being denied the provisional appointment as a result of representing the grievant in April 2003.

Both Cothern and Bottin testified that there was a discussion about a memo Bottin wrote as part of Bottin's role as liaison to the prosecutor's office.[12] Bottin testified that criminal prosecutor Michael Downes advised him that the sheriff's office was in danger of facing liability for apparent civil rights violations and potential harassment charges being committed in the field. Downes asked Bottin to inform Cothern of this potential liability. Bottin immediately went to Chief Cothern to express Downes' concerns. Apparently, Cothern took action to correct some of the problems. However, Bottin testified that Cothern ignored some of Downes' other concerns. Bottin then went to Chief Iverson, Bottin's direct supervisor, who suggested Bottin write a memo informing Bart of the remaining potential problems, even though he might get some flack from Cothern and O'Connor as a result. Cothern told Bottin that this memo was further evidence that Bottin was not "management friendly."[13]

It is not clear whether or not Cothern harbored any resentment toward Bottin as a result of this memo. However, even if he did, Bottin's work as liaison to the prosecutor's office had nothing to

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[12] This memo was not produced as an exhibit at hearing.

[13] The record refers to this memo as the "Lotion, No-Act memo." "Lotion" was a nickname for the South Patrol Unit, and "No-Act" was a nickname for the North Patrol Unit. Presumably these were not flattering nicknames.

do with his union activity, and therefore could not reasonably be perceived as an attempt to discourage Bottin's union involvement.

The Examiner finds that the union did not meet the burden of proof necessary to establish an independent interference violation. While the Examiner agrees that the employer was skating on thin ice, both because of the suspicious timing of events, as well as the "not management friendly" remarks, there is not enough evidence to show the employer's conduct could reasonably be perceived as a threat that would deter an employee from participating in union activity.

Remedies

The purpose of an unfair labor practice remedy is to put the affected employee back in the situation they would have enjoyed if no unfair labor practice had been committed. *Port of Seattle*, Decision 7000-B (PECB, 2001).

In this case, if the employer had followed its past practice of appointing the top candidate on the lieutenant eligibility list to the June 2003 provisional appointment, Bottin, not Aljets, would have been offered the provisional position. It might also be concluded that, had Bottin stayed in the temporary position for four months, he would have been placed on the re-employment list, making him eligible for the next available permanent lieutenant position. However, there is no guarantee that Bottin, like Aljets, would have remained in that provisional appointment for four months. According to the civil service rules, a provisional appointment cannot exceed 45 days unless it is authorized by the civil service commission. The record is not clear that the commission would have approved such a request. Therefore, the assumption that Bottin would have served in the position for four months is merely speculative.

Nevertheless, Sergeant Bottin did suffer a financial loss when he was denied the June 2003 provisional appointment, and must be compensated with back pay to make him whole. Since a provisional appointment can be filled without commission authorization for up to 45 days, Bottin is entitled to the difference between sergeant and lieutenant pay for a 45-day period. In addition, he will be returned to the top of the lieutenant eligibility list.

Conclusion

The evidence in this case demonstrates the employer violated RCW 41.56.140(4) and (1), by making a unilateral change in the way it conducts provisional lieutenant appointments. The employer unlawfully failed to bargain with the association over a mandatory subject of bargaining, and must return to its former past practice until bargaining takes place.

Any facts or arguments presented at hearing that are not cited within this decision are immaterial or not persuasive.

FINDINGS OF FACT

1. Snohomish County is a public employer within the meaning of RCW 41.56.030(1).

2. Snohomish County Deputy Sheriff's Association is a bargaining representative within the meaning of RCW 41.56.030(3) of an appropriate bargaining unit of law enforcement officers of the Snohomish County Sheriff's Department through the rank of sergeant, excluding confidential employees.

3. The employer maintains an eligibility list for the purpose of filling vacancies as required by RCW 41.14.130. The list is developed by the civil service commission by administering an

examination as required by RCW 41.14.060(2). Candidates for promotions are ranked based on examination scores.

4. Prior to June 2003, the employer had a practice of appointing the highest ranking sergeant on the lieutenant eligibility list to provisional lieutenant positions.

5. In June 2003, Sergeant Matt Bottin was the individual ranked highest on the eligibility list. At the same time, Bottin was an elected official of the association.

6. In June 2003, Sergeant Arnold Aljets was ranked third on the eligibility list.

7. On June 11, 2003, Aljets was appointed to a provisional lieutenant position for a period of approximately four months. On October 19, 2003, Aljets was returned to rank of sergeant, and put on the re-employment list for the next available permanent lieutenant position.

8. In June 2004, as a result of being on the re-employment list, Aljets was promoted to the next permanent vacancy for the rank of lieutenant.

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 unfair labor practice complaint filed by the association in September 2004 was timely.

3. By failing to engage in collective bargaining with the Snohomish County Deputy Sheriff's Association concerning changes in the manner provisional appointments to the rank of lieutenant are made, Snohomish County committed unfair labor practices in violation of RCW 41.56.140(4) and (1).

4. The employer did not commit an independent interference violation when it failed to appoint Bottin to the June 2003 provisional lieutenant position.

ORDER

Snohomish County, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Refusing to bargain collectively with the Snohomish County Deputy Sheriff's Association about changes in its provisional appointment process.

   b. 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.

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

   a. Restore the *status quo ante* by continuing to appoint the person at the top of the lieutenant eligibility list to the next available provisional lieutenant position, until the employer complies with its obligation to bargain.

b. Give notice to and, upon request, negotiate in good faith with the Snohomish County Deputy Sheriff's Association, before implementing any future change in the way it conducts provisional appointments from sergeant to lieutenant.

c. Restore the *status quo ante* by reinstating Sergeant Bottin to the top of the lieutenant eligibility list.

d. Pay Bottin the difference between lieutenant and sergeant pay for a period of 45 days. The calculation will be determined based on a beginning date of June 11, 2003.

e. 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 employer, and shall remain posted for 60 days. Reasonable steps shall be taken by the employer to ensure that such notices are not removed, altered, defaced, or covered by other material.

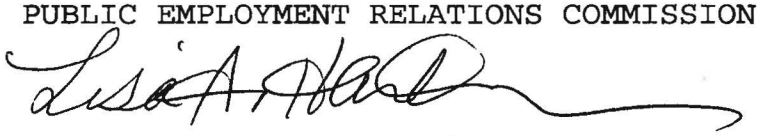
f. Read the notice attached to this order into the record at the next regular public meeting of the Snohomish County Council, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

g. Notify the association, 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.

h. 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 attached to this order.

Issued at Olympia, Washington, on the 31st day of January, 2005.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



LISA A. HARTRICH, 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 AN UNFAIR LABOR PRACTICE IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL NOT refuse to bargain collectively with the Snohomish County Deputy Sheriff's Association regarding changes in our provisional appointment process.

WE WILL continue to offer a provisional lieutenant appointment to the sergeant at the top of the lieutenant eligibility list, until we comply with our obligation to bargain.

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.

WE WILL return Sergeant Bottin to the top of the lieutenant eligibility list.

WE WILL pay Bottin the difference between lieutenant and sergeant pay for the period of 45 days. The calculation will be determined based on a beginning date of June 11, 2003.

WE WILL read this notice into the record at the next regular public meeting of the Snohomish County Council, and permanently append a copy of the notice to the official minutes of that meeting.

WE WILL notify the Snohomish County Deputy Sheriff's Association, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order.

WE WILL 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.

DATED: _____

SNOHOMISH 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, 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300.