

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:)	
)	
INTERNATIONAL ASSOCIATION OF)	CASE 12564-E-96-2107
MACHINISTS AND AEROSPACE)	
WORKERS, LOCAL 160)	DECISION 5775 - PECB
)	
Involving certain employees of:)	
)	
CITY OF AUBURN)	DIRECTION OF
)	CROSS-CHECK
)	
)	

Don E. Hursey, Business Representative, appeared on behalf of the union.

Daniel Watts, Assistant Personnel Director, appeared on behalf of the employer.

On June 26, 1996, International Association of Machinists and Aerospace Workers, District Lodge 160, (IAM or union) filed a petition for investigation of a question concerning representation with the Public Employment Relations Commission under Chapter 391-25 WAC, seeking certification as exclusive bargaining representative of all division secretaries within the Auburn Police Department. At an investigation conference held on July 30, 1996, the City of Auburn (employer) raised eligibility issues and disputed the propriety of the petitioned-for bargaining unit. A hearing was held at Auburn, Washington, on September 18, 1996, before Hearing Officer Jack T. Cowan. Both parties filed post-hearing briefs.

BACKGROUND

The City of Auburn has approximately 360 employees. Many of those employees are represented for the purposes of collective bargaining, in a total of six existing bargaining units.

Two "division secretary" positions in the Police Department have not been included in any bargaining unit:

* Linda Crum has served as a police division secretary for an unspecified period of time, performing secretarial functions for the police chief and two police captains.

* Sara McVay has held a similar position, although for a shorter tenure than Crum.

On February 16, 1996, the employer promulgated an official position description to ensure that both Crum and McVay would be doing similar work, and to ensure that they could cross-train to cover the necessary duties if either were absent.¹ The official position description for the police division secretary classification includes the following:

Nature of Work

This is advanced secretarial work of a confidential nature, with responsibility to a Police Division and the Office of the Chief of Police, requiring full range of secretarial, organizational and public relations skills.

Work/responsibilities include, among others:

Examples of Work/Responsibilities

Acts as secretary to a Police Division, either Operations or Support Division, and the Office of the Chief of Police, including handling confidential information.

Maintains confidentiality regarding department matters.

Serves as confidential secretary to the Chief of Police, maintaining confidential files, preparing disciplinary notices and other confidential correspondence.

Maintains personnel and other files and records ensuring ease of retrieval and ensuring confidentiality of information.

¹ They had earlier worked from a job description provided by the chief.

Other examples of work/responsibilities include: composition of correspondence, reports and manuals; use computer applications in support of work duties including word process and spreadsheets; prepare draft of departmental budget; process requisitions, purchase orders, and expense and travel claims; provide clerical support for the national and state accreditation processes; prepare monthly reports for the King County Housing office; run criminal histories through the State's ACCESS system; create, modify and maintain departmental forms; coordinate print requests through the City's printing services; maintain and order office supplies for the department; transcribe recorded statements as needed; distribute departmental mail.

Reporting relationships are defined as follows:

Reporting Relationships

Under general supervision of a Police Division Captain, works within established department policy to administer office functions and secretarial requirements for the assigned Police Division and the Office of the Chief of Police.

The parties stipulated admission in evidence of an organization chart for the Police Department, dated "January 1, 1997" [emphasis by underline supplied], which shows Crum as secretary for both the Administrative Services Division and Operations Division, while McVay is shown as secretary for the Support Services Division.

POSITIONS OF THE PARTIES

The union has petitioned for a separate bargaining unit consisting of the two historically-unrepresented division secretaries in the Auburn Police Department. Responding to employer arguments, it contends they are not "confidential employees", and that they have a greater community of interests with a bargaining unit of police support employees than with a city-wide clerical unit.

The employer contends the division secretaries are "confidential employees" excluded from the coverage of Chapter 41.56 RCW. In the alternative, it contends the proposed bargaining unit is not appropriate to stand alone, and that the division secretaries would properly be included in a city-wide bargaining unit of finance/clerical employees represented by Teamsters Local 117.

DISCUSSION

The Claimed "Confidential" Exclusion

The law regarding "confidential" exclusions is well developed under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW. In IAFF, Local 469 v. City of Yakima, 91 Wn.2d 101 (1978), the Supreme Court of the State of Washington took direction from the definition of "confidential employee" found in the Educational Employment Relations Act, at RCW 41.59.020(4)(c), as follows:

(c) Confidential employees, ... shall mean:

(i) Any person who participates directly on behalf of an employer in the formulation of labor relations policy, the preparation for or conduct of collective bargaining, or the administration of collective bargaining agreements, except that the role of such person is not merely routine or clerical in nature but calls for the consistent exercise of independent judgement; and

(ii) Any person who assists and acts in a confidential capacity to such person.

The Supreme Court indicated a desire to fashion a similar "labor nexus" test for confidential status under Chapter 41.56 RCW. Thus, the intimate fiduciary relationship must be with either a department head or other management official responsible for formulating labor policy, and the qualifying involvement with confidential

material must be "necessary", "regular" and "ongoing". City of Cheney, Decision 3693 (PECB, 1991).

Because status as a confidential employee deprives the individual of all collective bargaining rights, the party proposing such an exclusion bears a heavy burden of proving the necessity for the exclusion. City of Seattle, Decision 689-A (PECB, 1971). Where the evidence offered in support of a confidential claim is ambiguous or contradictory, that heavy burden requires rejection of the proposed exclusion. Pateros School District, Decision 3911-B (PECB, 1992). Mere access to personnel files and current payroll data does not establish confidentiality within the meaning of the Act. Snohomish County, Decision 346 (PECB, 1981); City of Lacey, Decision 369 (PECB, 1978); City of Olympia, Decision 4736 (PECB, 1994). An employer may not obtain an excessive number of "confidential" exclusions by giving little bits of confidential duties to a large number of employees. Clover Park School District, Decision 2243 (PECB, 1987).

Sara McVay testified, without contradiction, that she does not have regular access to information concerning changes which might result from collective bargaining for any of the bargaining units. She does not even get involved in typing responses to grievances.

Linda Crum testified that she does not prepare proposals for contract negotiations or grievance responses. She prepared estimates for uniforms and cleaning costs, but recalls that as being part of the bidding process for a budget,² and testified that the information obtained was not treated as confidential. She processes educational credits for police officers, but that is based on the union contract already in existence. An organization chart she prepared has been posted for all to see. She transcribes tapes of

² There is a conflict in the testimony concerning Crum's role in this sole example offered by the employer to show her involvement in preparation for bargaining.

disciplinary hearings and internal interviews, but testified that internal investigations and other sensitive matters are usually prepared by the chief or the captains without her involvement. Moreover, transcription of interviews already held is clearly distinguishable from participation in activities in anticipation of collective bargaining negotiations. While she opens the mail for the chief, Crum avoids opening letters marked "confidential". The fact that Crum maintains personnel files and has a key to the chief's office does not guarantee access to sensitive labor relations materials, which are stored in a lockable file cabinet.

Personnel Director Brenda Kennedy and her staff are responsible for the preparation of the employer's collective bargaining proposals. Crum is not called upon to provide secretarial support for Kennedy in the collective bargaining process. While Kennedy may utilize input from departmental sources, providing input on a casual basis would not qualify Crum as confidential under the "labor nexus" test described in the precedents cited above.

The confidential exclusion is intended and administered to protect employers from premature disclosure of their labor relations strategies, and to avoid the attendant damage to the collective bargaining process which would result from such disclosures. The police division secretaries certainly have access to sensitive documents and privileged information relating to the day-to-day operation of the police department, and it is expected that such information will be distributed only on a need/right to know basis. The obligation to preserve privileged information co-exists with collective bargaining rights in many public sector and private sector jobs, however. Even if Crum and McVey would be subject to discipline for unauthorized disclosures (to the union or anyone else) of day-to-day operations matters, the information they possess is not of a type where disclosure would directly damage the collective bargaining process. The petitioned-for employees are public employees within the meaning of the Act.

Appropriate Bargaining Unit

The employer devoted approximately 2 pages of its 11-page brief to opposing creation of a separate unit and/or accretion of Crum and McVay to a city-wide unit of finance and clerical employees. The evidence pertinent to a unit determination issue occupies an even smaller proportion of the 71-page transcript of the hearing.

Authority to Determine Bargaining Units -

The Legislature has delegated the task of determining appropriate bargaining units to the Commission. RCW 41.56.060 provides:

RCW 41.56.060 Determination of bargaining unit--Bargaining representative. The commission, after hearing upon reasonable notice, shall decide in each application for certification as an exclusive bargaining representative, the unit appropriate for the purpose of collective bargaining. In determining, modifying, or combining the bargaining unit, the commission shall consider the duties, skills, and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees.

[1975 1st ex.s. c 296 § 17; 1967 ex.s. c 108 § 6.]

Unit determination is not a subject for bargaining, in the usual "mandatory/permissive/illegal" sense. Parties may agree on units, but such agreements do not assure that the units agreed upon are or will continue to be appropriate. City of Richland, Decision 279-A (PECB, 1978), affirmed 29 Wn.App. 599 (Division III, 1981), review denied 96 Wn.2d 1004 (1981). Parties can, however, be held to stipulations they make in representation proceedings before the Commission. Community College District 5, Decision 448 (CCOL, 1978). Revisiting of an agreed-upon confidential exclusion was refused in Olympia School District, Decision 4736 (PECB, 1994), in the absence of any claim of changed circumstances.

History of Bargaining -

It has been necessary to reconstruct what little bargaining history is available in this case from records transferred to the Commission by the Washington State Department of Labor and Industries (L&I),³ and from the Commission's docket records.

A bargaining relationship was already in existence, as of January 14, 1972, between the employer and International Brotherhood of Teamsters et al., Local 910, covering a bargaining unit of approximately 40 "maintenance" employees. A mediation request filed by Local 910 on that date was processed as L&I Case O-1089, and was closed on January 31, 1972, on the basis of "Agreement Reached".

A representation petition filed by Teamsters Local 910 on July 27, 1972 was processed as L&I Case O-1210. A certification issued on October 30, 1972 named Teamsters Local 910 as exclusive bargaining representative of a bargaining unit consisting of approximately 15 employees in "Finance and Admin. Depts."⁴ No history of stipulated exclusions, subsequent collective bargaining agreements, or list of job classifications for that unit have been admitted in evidence in the proceeding now before the Executive Director.

L&I provided mediation services in 1974, in its Case O-1591, for a unit of approximately 40 employees represented by Teamsters Local 117. In the absence of any further references to "Teamsters Local 910" it can be inferred that representation of the units which pre-

³ L&I administered Chapter 41.56 RCW from its initial enactment in 1967, up to the onset of Commission operations on January 1, 1976. RCW 41.58.803.

⁴ This contradicts information supplied in the instant case, in the employer's response to the Commission's request for a list of employees, where the employer described the city-wide "Finance Clerical" unit as having "been in existence since 1980 when it was derived from the Teamsters outside workers unit". There is no record of such a case before the Commission in 1980.

existed 1972 was transferred within that international union on an unspecified date between 1972 and 1974, but the details of such a transfer were never provided and/or are no longer available. L&I Case O-1591 was closed on January 31, 1974, on the basis of "Agreement Reached".

L&I provided mediation services in 1975, in L&I Case O-1883, for an unspecified unit represented by Teamsters Local 117. That case was closed on March 12, 1975, on the basis of "Agreement Reached".

A representation proceeding initiated with L&I in 1975, as L&I Case O-2105, was transferred to the Commission on January 1, 1976 pursuant to RCW 41.58.803.⁵ Teamsters Local 117 was certified, on January 8, 1976, as exclusive bargaining representative of a unit which included "patrolmen, detectives, police sgt., clerk matron, dispatcher and radio operator" positions in the Auburn Police Department, excluding "lieutenants, captains, chief". City of Auburn, Decision 2 (PECB, 1976).

In 1984, the Auburn Police Officers Guild filed a representation petition with the Commission, seeking to replace Teamsters Local 117 as the exclusive bargaining representative of non-commissioned personnel in the Auburn Police Department.⁶ The parties signed an election agreement for a unit composed of approximately 11 "clerks, jailers and parking control personnel ... excluding confidential employees and all other employees", and an election was conducted. A certification was issued on December 27, 1984, naming the Auburn Police Officers Guild as exclusive bargaining representative for that unit. City of Auburn, Decision 2129 (PECB, 1984). There is no evidence here that the positions at issue in this proceeding

⁵ Notice is taken of the docket records of the Commission for Case 53-E-76-486.

⁶ Notice is taken of the docket records of the Commission for Case 5560-E-84-1006.

existed at that time and/or were stipulated as "confidential" in that proceeding. Moreover, any such stipulation would be subject to re-examination in this proceeding involving a different union.

In 1989, International Association of Machinists, District Lodge 751, filed a representation petition with the Commission, seeking to replace the Auburn Police Officers Guild as exclusive bargaining representative of non-commissioned personnel in the Auburn Police Department.⁷ The employer and the IAM signed a cross-check agreement for a unit composed of approximately 16 "non-commissioned employees of the ... Police Department, excluding supervisors, confidential employees and all other employees", and a cross-check was conducted.⁸ A certification was issued on February 27, 1989, naming IAM District Lodge 751 as exclusive bargaining representative for that unit. City of Auburn, Decision 3133 (PECB, 1989). There is no evidence here that the positions at issue in this proceeding existed at that time and/or were stipulated as "confidential" in that proceeding.⁹ The Commission's docket records contain no mention of subsequent cases involving this unit, and no subsequent bargaining history, collective bargaining agreements, or lists of included job classifications for that unit have been submitted in evidence in this proceeding. From the documents on

⁷ Notice is taken of the docket records of the Commission for Case 7784-E-89-1327.

⁸ For a cross-check to have been considered, the Auburn Police Officers Guild must have disclaimed the unit.

⁹ While it is not properly "in evidence", the union's brief provides some explanation:

The first contract included Police Service Specialists, Correction Officers, I.D. Technicians, Parking Control Officers and Community Service Officers. Since that time, the union and the City have negotiated four successor contracts.

Those statements did not evoke a reply brief or other employer response controverting those factual claims.

file, an inference is available that, similar to the apparent substitution of Teamsters Local 117 for Teamsters Local 910, representation of the police support unit may have been transferred between IAM locals on an unspecified date since 1989.¹⁰

The foregoing bargaining history, such as it is, does not support a conclusion that the union is attempting to evade past stipulations. The unit issue raised by the employer will need to be resolved on the basis of other elements of the unit determination criteria set forth in RCW 41.56.060.

Duties, Skills and Working Conditions -

The duties of the disputed jobs were re-described and modified early in 1996, to make them similar to one another. Any change of circumstances would be a basis for revisiting the unit placement of both positions, notwithstanding any previous stipulations or rulings, and any upgrade of McVay's duties would have to be weighed against any downgrade of Crum's duties. The official job description now clearly connotes traditional office-clerical functions.

A "police service specialist" in the non-commissioned bargaining unit and disputed employee Sara McVey each testified, without contradiction, of performing similar functions with respect to the preparation of incident reports by law enforcement officers. The police service specialists (who wear uniforms) support preparation of such reports by patrol officers (who wear uniforms), while McVay and Crum (who wear civilian clothing) support preparation of such reports by detectives (who wear civilian clothing). There was even evidence of interchange between the two groups, providing coverage

¹⁰ While the petition in the instant case was filed by "District Lodge 160" and the union's brief was signed on behalf of "District Lodge No. 160, Local Lodge No. 297" the parties' arguments are subject to the interpretation that District Lodge 160 has supplanted District Lodge 751 as exclusive bargaining representative for this unit. No details of such a transfer were provided, however.

for one another on that aspect of their respective duties in the event of absences or overloads. Since one of the key objectives of unit determination is to distinguish bodies of work in a manner which will avoid a legacy of "skimming of unit work" issues,¹¹ this evidence weighs strongly in favor of a community of interest between the petitioned-for employees and the existing police support unit. Creation of a separate bargaining unit was rejected in City of Seattle, Decision 781 (PECB, 1979), upon a conclusion that it would result in two bargaining units with competing claims for the same body of work. At a minimum, creation of a separate unit here would put the employer's traditional (and likely very efficient) practice of interchange and coverage at risk.

Distinctions between the petitioned-for employees and the police support unit are not compelling. The fact that the petitioned-for employees do not wear uniforms, while the police support specialists wear uniforms, is comparable to situations in bargaining units of law enforcement officers, where detectives who wear plain clothes are routinely included in the same bargaining units with patrol officers who wear police uniforms while on duty. The requirement that jailers receive academy training is irrelevant, since neither the police service specialists nor the police division secretaries are routinely called upon to act in a "jailer" role. The evidence is unclear, but suggests that the police service specialists and the police division secretaries are subject to the same "certification" requirements, with regard to their similar processing of incident reports. A longevity benefit would be a subject for bargaining in any unit structure.

¹¹ See, South Kitsap School District, Decision 472 (PECB, 1978) and numerous subsequent cases which have stated or reiterated the principle that an employer must give notice to an exclusive bargaining representative and provide opportunity for good faith negotiations, if requested, prior to transferring bargaining unit work to its own employees outside of the bargaining unit (termed "skimming") or to employees of another employer (termed "contracting out").

The employer's assertion that the petitioned-for police division secretaries perform duties similar to those of employees in the city-wide finance/clerical bargaining unit represented by Teamsters Local 117 is supported by minimal probative evidence. It is clear that there has been no horizontal movement between the city-wide unit and the police division secretary positions. The evidence makes no mention of interchange between the two groups in the course of daily work, such as correspondence or mutual participation in any work activity. It is inferred that the work location of the police division secretaries is separate and apart from that of the finance/clerical employees.

Accretion Principles -

The right of public employees to select their own bargaining representative is secured by the statute:

RCW 41.56.040 Right of employees to organize and designate representatives without interference. No public employer, or other person, shall directly or indirectly, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees in **the free exercise of their right to organize and designate representatives of their own choosing** for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.

[1967 ex.s. c 108 § 4., emphasis by **bold** supplied.]

While employees can be "accreted" to an existing bargaining unit in limited circumstances, accretions are clearly an exception to the general rule of employee free choice. Accretions are difficult to justify whenever unrepresented positions have existed for a long time outside of the existing bargaining unit, and are inappropriate where the disputed positions were in existence but were left out of the bargaining unit at the time it was created. See, for example, City of Battle Ground, Decision 5704 (PECB, 1996). Accretions are thus limited to situations where recently-created or recently-

altered positions cannot stand alone as a separate bargaining unit and logically belong only within one existing unit. City of Auburn, Decision 4880-A (PECB, 1995). An example applying this principle underlies the decision in Richland School District, Decision 2208, 2208-A (PECB, 1985), where unfair labor practice charges filed by an employee who was formerly excluded as a confidential employee were dismissed, upon a conclusion that she was properly accreted to an existing unit of employees performing similar work after changed circumstances eliminated the "labor nexus" duties which had constituted the basis for her exclusion from that unit.

Apart from an "accretion" situation, neither the petitioner, the employer nor Teamsters Local 117 has a right to dictate the choice of bargaining representative for the employees at issue in this proceeding.¹² The employer's arguments favoring accretion of the petitioned-for positions to the finance/clerical unit in this case are essentially the same as those which were advanced and rejected in City of Vancouver, Decision 3160 (PECB, 1989), where historically unrepresented employees were given the opportunity to vote on representation. No provision within Chapter 41.56 RCW provides a reward in heaven for employers who manage to preserve one or more pockets of unrepresented employees within their workforces, and the specter of "skimming" issues should fuel employer concerns about excessive fragmentation of units. The comeuppance for employers that do manage to have pockets of unrepresented employees tends to occur when the employees in one or more such stranded groups exercise their statutory right to organize for the purposes of collective bargaining.

¹² No representative from Local 117 appeared at the hearing in this matter, and there has been no indication of any claim by Local 117 that the division secretary positions should be accreted to the bargaining unit it represents.

The record made by the parties in this case provides insufficient basis for an accretion order which would deprive the police division secretaries of their statutory right to vote on their choice of bargaining representative:

* Even if the employees in the finance/clerical unit have some similar duties, testing and interviewing processes, and pay scales, and even if the contract provisions for the finance/clerical unit are very similar to city policies and procedures covering unrepresented employees, RCW 41.56.040 and the history of bargaining require rejection of the employer's argument.

* Even if the limited evidence suggests that the police division secretaries may share a community of interests with the police support unit employees who work in a common area within the police department,¹³ their historical exclusion from that unit weighs heavily against their accretion to that unit at this late date.

Existence of Question Concerning Representation -

The starting point for any unit determination is the unit sought by the organization that files a petition for investigation of a question concerning representation. The task of the Commission is to find "an appropriate unit", not necessarily "the most appropriate unit". The IAM filed a petition in this case for a separate bargaining unit of historically-unrepresented employees, and that is the unit that must be evaluated under RCW 41.56.060.

The secretaries are in daily contact with the command officers and other commissioned law enforcement officers in the Police Department, but they are not themselves "uniformed personnel" within the meaning of RCW 41.56.030(7). Even if there is, in a general sense, a community of interest between the secretaries and the "uniformed personnel" in the department, WAC 391-35-310 precludes any

¹³ See, City of Redmond, Decision 2324 (PECB, 1985).

consideration of including them in a bargaining unit of employees eligible for interest arbitration.

Different from the situation in City of Vancouver, supra, there is not even evidence here of other unrepresented employees who might be combined with the police division secretaries in a "residual" unit. While a one-person unit would not be appropriate under Town of Fircrest, Decision 248-A (PECB, 1977), bargaining units consisting of as few as two employees are appropriate. In this case, it suffices to conclude that a question concerning representation exists in the petitioned-for unit.¹⁴

FINDINGS OF FACT

1. City of Auburn is a "public employer" within the meaning of RCW 41.56.030(1).
2. International Association of Machinists and Aerospace Workers, Local 160, a "bargaining representative" within the meaning of RCW 41.56.030(3), has filed a timely and properly supported petition with the Public Employment Relations Commission, seeking to represent a bargaining unit of division secretaries within the Police Department of the City of Auburn.
3. The division secretaries in the police department are not regularly and necessarily involved in the employer's prepara-

¹⁴ The Commission does not conduct "accretion elections", which have the unacceptable potential to strand groups of employees as inappropriate fragmentations of otherwise appropriate bargaining units. If a separate unit is created, the employer and IAM could agree to merge the two IAM-represented units. In the absence of a "unit merger" petition filed and processed as discussed in Mount Vernon School District, Decision 1629 (PECB, 1983), questions about a Commission election to merge units are premature here.

tion for or conduct of collective bargaining negotiations, or privy to confidential information concerning the employer's labor relations policies. Labor relations are the responsibility of the employer's personnel director and her staff.

4. The petitioned-for employees have historically been excluded from an existing bargaining unit of finance and clerical employees of the employer outside of the Police Department, and they do not have regular contact or interchange with the employees in that unit.
5. The petitioned-for division secretaries have historically been excluded from an existing bargaining unit of non-commissioned employees within the Auburn Police Department. Although they work in a common work area, share common supervision, and share some common work duties, the employees in the existing non-commissioned unit have some different training and certification requirements, and they have longevity benefits not available to the petitioned-for employees.
6. The petitioned-for police division secretaries are not "uniformed personnel" within the meaning of RCW 41.56.030(7).

CONCLUSIONS OF LAW

1. Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-25-WAC.
2. The division secretaries employed in the Auburn Police Department are public employees within the meaning of RCW 41.56.030(2), and are not "confidential employees" within the meaning of RCW 41.56.030(2)(c).

3. The evidence does not support a conclusion that the police division secretaries are properly accreted, under RCW 41.56-.040 and .060, to any existing bargaining unit.
4. The petitioned-for bargaining unit of division secretaries employed in the Auburn Police Department is and remains an appropriate unit for the purposes of collective bargaining within the meaning of RCW 41.56.060, and a question concerning representation presently exists in that unit.

DIRECTION OF CROSS-CHECK

A cross-check of records shall be made under the direction of the Public Employment Relations Commission in the bargaining unit described in paragraph 3 of the foregoing conclusions of law, to determine whether a majority of the employees in that bargaining unit have authorized International Association of Machinists, Local 160, to represent them for the purposes of collective bargaining.

ISSUED at Olympia, Washington, this 20th day of December, 1996.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

This order may be appealed by filing timely objections with the Commission pursuant to WAC 391-25-590.