STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SPOKANE EDUCATION ASSOCIATION, an affiliate of the WEA-NEA, Complainant vs. SPOKANE SCHOOL DISTRICT NO. 81, Respondent	CASE NOS. 229-ULE-141 578-U-76-66 875-U-77-106 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER DECISION NO. 310-EDUC

APPEARANCES:

JUDITH LONNQUIST, General Counsel, Washington Education Association; for the Complainant.

ROBERT W. WINSTON, JR. AND PATRICIA C. WILLIAMS, Winston, Cashatt, Repsold, McNichols, Connely & Driscoll, Attorneys at Law; for the Respondent.

STATEMENT OF THE CASE:

Upon three charges, consolidated for hearing, filed by the Spokane Education Association, an affiliate of the W.E.A. - N.E.A., herein called the Union, a hearing was held before Examiner Alan R. Krebs on June 13 and 14, 1977 with all parties present. The issues presented are whether Spokane School District No. 81, herein called the Respondent or District, refused to bargain collectively with the Union as the exclusive bargaining representative of its employees, in violation of RCW 41.59.140(1)(e) of the Educational Employment Act, herein called the Act, and otherwise interfered with restrained and coerced employees in the exercise of rights guaranteed in RCW 41.59.060(1), in violation of RCW 41.59.140(1)(a). More specifically, the Union alleges that the District refused to bargain by unilaterally promulgating certain changes in conditions of employment without having reached impasse, and by attempting to bargain directly with individual members of the bargaining unit rather than with the Union. Further, the Union alleges that the District unlawfully interfered with, restrained, and coerced its employees by the above cited acts and by interrogating job applicants concerning their union sympathies and activities, by polling employees concerning their union sympathies and activities, by threatening loss of benefits and withdrawal of negotiable items if the employees engage in protected concerted activities, and by threatening to employ substitutes at rates higher than previously in effect, in the event of a strike.

Post hearing briefs were filed by both parties. The undersigned, having considered the evidence, and the arguments of counsel makes the following:

FINDINGS OF FACT

I. Jurisdiction

Respondent is, and has been at all times material herein, a school district within the meaning of RCW 41.59.020.

II. The Labor Organization Involved

The Union is, and has been at all times material herein, an employee organization within the meaning of RCW 41.59.020(1).

III. The Alleged Unfair Labor Practices

A. Background

The Union is the exclusive bargaining representative of the certified personnel of the District. Negotiations between the Union and the District for a collective bargaining agreement for the 1976-77 school year began in the spring of 1976 and eventually resulted in an agreement on December 10, 1976.

B. Communications Policy

On May 20, 1976 the District issued a written policy statement entitled "Encouraging Communications Among Various Levels of the School District Organization." This policy, which was added to the District's policy and procedure manuals, outlines the communication channels that a staff member should follow in order to communicate an "idea or concern." For example, it illustrates that in an elementary school such communications should flow from a staff member to the principal to the area director to the superintendent to the school board. It further provides:

> ". . . if a formal response is requested, the response should be in writing with a copy to the supervisor's immediate supervisor. If a person wishing to communicate an idea or concern is left with the feeling that a satisfactory hearing has not been given, the person should request to share the idea or concern with the proper person in the next higher level of operation. . ."

The policy states as its purpose the following:

> "Through implementation of this policy, it is planned that better coordination of educational effort will be obtained and the program of education for the children of Spokane enhanced. This policy is intended to encourage the exchange of ideas, and an expeditious

two-way flow of information. It is not intended to deal with employee grievances or complaints per se. Such matters will continue to be handled in accordance with other existing policies, or in accordance with negotiated agreements as applicable in each case."

This policy was instituted without prior negotiations with the Union, despite the Union's request that the matter be negotiated. Prior to the issuance of this policy, the practice in the District had been that any member of the bargaining unit was free to communicate with any administrative staff member or school board member without the requirement of following specific channels of communications.

Although both parties agreed that the policy was still in effect, no actual examples of implementation of this policy were brought out.

C. Issuance of Individual Contracts

The parties stipulated to the authenticity of two documents: a Writ of Prohibition, and Findings of Fact and Conclusions of Law, both issued by the Spokane County Superior Court. The Writ of Prohibition ordered the District to cease and desist from issuing "individual certificated employee's contracts for the 1977-78 school year which provide for a single acceptance from each teacher of both offered curricular and extracurricular duties. . ." The Court concluded that the Writ of Prohibition should issue since requiring a teacher to jointly accept curricular and extracurricular duties in a single contract would "constitute a unilateral modification of the collective bargaining agreement between the parties. . ." Aside from these two documents, the record is devoid of any testimony with regard to the subject of individual contracts.

D. Special Staff Bulletins

During the months of September, October and November 1976, while negotiations were taking place, the District distributed approximately twelve "Special Staff Bulletin(s)." These bulletins were intended to communicate the District's view of the bargaining to the staff. The contents of these bulletins are understandably slanted in support of the District's positions. One of the bulletins contained the text of a letter presented to the mediator. This letter contained an attack on the Union's bargaining methods and contained the following remark: "We earnestly seek your help in getting the SEA to make good their own proposals." Throughout the negotiations, the Union's newsletter "Sea-views" which was distributed to the staff, contained the Union's version of the progress of the bargaining.

E. Salary Offer Letters

On November 8, 1976 the District mailed to each certificated employee individualized letters, explaining the effect of the District's offer on the individual's wages.

F. Letters to Substitutes

On November 10, 1976 the District sent out letters to substitute teachers, and other potential striker replacements which read:

> "There is a possibility that teachers of this District may withhold their services. In order to assist in our planning to insure that schools will be in operation, we would like to know if you would be willing to work in the event this should occur. The District would provide transportation from a central location to insure security in the crossing of a picket line. In the event this emergency should occur, we would recommend to the Board that the compensation be $60 per day.
>
> Please check the appropriate place on the form below, sign your name, and return it in the envelope provided.
>
> We appreciate your current work and we shall also appreciate your support in our effort to insure a continuing educational program for the students of the Spokane Public Schools.
>
> Cordially yours,
>
> Donald G. Pickerel, Director
> Personnel and Payroll Department
>
> 1. ____ I would be willing to cross a picket line to substitute teach during a work stoppage.
>
> ____ I would be available to complete the school year.
>
> 2. ____ I would not be willing to cross a picket line to substitute teach during a work stoppage.
>
> _____
> Signature
>
> _____
> Date "

Prior to the issuance of these letters, substitute teachers employed by the District were paid twenty seven dollars ($27) per day. The beginning salary for regular teachers for the 1975-76 school year was approximately forty nine dollars ($49) per day. The beginning salary eventually agreed to by the parties was less than sixty dollars ($60) per day.

At the time these letters were sent, substitutes were not included in the bargaining unit represented by the Union. Thereafter, the parties agreed to include substitutes in the unit. There was no evidence presented which would indicate that a strike was imminent at the time the letters were sent.

G. Conversation Between Predisik and Pickerel

On the same day that District teacher Anthony Predisik received the November 8 letter, previously described herein, he phoned District Personnel Director Donald Pickerel. Predisik testified that he asked Pickerel if the teachers would receive retroactive pay increases dating back to September, based on the District's salary proposal to the Union. According to Predisik, Pickerel responded that if teachers caused any problems, they wouldn't. Predisik stated that he did not believe the remark was important. Pickerel denied making this statement.

ANALYSIS AND CONCLUSIONS OF LAW

A. Refusal to Bargain in Good Faith

1. Communications Policy

The Union contends that the Board's adoption of the communications policy constituted an unlawful refusal to bargain since "it is an attempt to undermine the grievance procedure and circumvent the bargaining agent" and, since "it altered a long-standing benefit which constituted a mandatory subject of bargaining, without negotiating with the SEA."

The District takes the position that the communications policy which was instituted was a non-mandatory subject of bargaining.

The Educational Employment Relations Act, Chapter 41.59 RCW, (hereinafter referred to as "the Act") provides:

> "RCW 41.59.140(1) It shall be an unfair labor practice for an employer:
>
> "(a) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in RCW 41.59.060.
>
> "* * *
>
> "(e) To refuse to bargain collectively with the representative of its employees. . ."
>
> "RCW 41.59.060(1) Employees shall have the right to self-organization, to form, join, or assist employee organizations, to bargain collectively through representatives of their own choosing. . ."
>
> "RCW 41.59.020 Definitions. As used in this chapter:
>
> "* * *
>
> "(2) The term "collective bargaining" or "bargaining" means the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times in light of the time limitations of the budget-making process, and to bargain in good faith in an effort to reach agreement with respect to the wages, hours, and terms and conditions of employment: Provided, that prior law, practice or interpretation shall be neither restrictive, expansive, nor determinative with respect to the scope of bargaining. . ."

"In the event of a dispute between an employer and an exclusive bargaining representative over the matters that are terms and conditions of employment, the Commission shall decide which item(s) are mandatory subjects for bargaining and which items are nonmandatory."

The Commission has stated:

"RCW 41.59.140(1)(e), when read in conjunction with RCW 41.59.020(2), requires collective bargaining with respect to matters which have been characterized by the NLRB (National Labor Relations Board) and the Supreme Court (in the context of the NLRA (National Labor Relations Act)) as 'mandatory' subjects. Matters which have been considered remote from 'terms and conditions of employment' or which are regarded as a prerogative of employers or of unions have been categorized as 'nonmandatory' or 'permissive'." 1/

The Union in support of its position that an employee suggestion system is a mandatory subject of bargaining cites Steelworkers v. NLRB (Dow Chemical Co.) 2/ However, in that case, the Court stated that it would have no problem holding lawful an employer's unilateral implementation of a communication policy dealing only with non-grievance matters where it is feasible to screen out submissions concerning grievances. 3/ The Court then remanded the matter to the NLRB for a determination as to whether any grievances were in fact adjusted pursuant to that communications policy. In the case at hand, no grievance has as yet been adjusted pursuant to the communications policy and according to the wording of the policy, none should be. The stated purpose of the policy is the enhancement of the educational program. The Commission held in the Federal Way case 4/ that educational program is a nonmandatory subject of bargaining. Similarly, permitting the employees to voice their ideas or concerns about the educational program and requiring the voicing of such ideas or concerns to follow specified channels of communication, I find to be a permissive subject of bargaining. The Union argues that its membership has formerly in practice been permitted to speak directly to the superintendent or the school board. The Union contends that such a "long-standing benefit" cannot be unilaterally abrogated. If the owner of a business opens the doors of his office to his employees and proceeds to discuss with whomever enters the portals what products he sells or how they are marketed, he may at any time lawfully close the office door. A permissive subject of bargaining cannot be elevated to a mandatory subject of

---

1/ Federal Way Education Association vs. Board of Directors, Federal Way School District No. 210, PERC Case No. 167-ULW-079 Decision No. 232-A-EDUC.

2/ 536 F.2d. 550 (3rd Cir. 1976).

3/ Id., at 559.

4/ Supra note 1.

bargaining by practice or contract. [5/] A finding of a refusal to bargain cannot be predicated on a nonmandatory subject of bargaining. [6/] The Union's contention that grievances may be adjusted through this procedure in the future is not sufficient to find a violation, since it is a hypothetical which may never, and should never, occur.

2. The Contract Forms

I find insufficient evidence to support the Union's allegation that the District engaged in an unlawful refusal to bargain when the School Board allegedly passed a resolution indicating its unilateral intention to modify the teacher's contract forms. The extent of the record with regard to this contention was a stipulation that a Writ of Prohibition and supporting Findings of Fact and Conclusions of Law issued by the Spokane County Superior Court, and offered into evidence here were authentic. However, the parties did not stipulate that the record in that case should be included as part of the record in the instant case. Further, the parties did not stipulate that the Findings of Fact were accurate.

The facts contained in these documents are hearsay. I will not base a finding of an unfair labor practice solely on such hearsay evidence. Furthermore, the Union elected to pursue a remedy in Superior Court, for the very action complained of. As a result, the Superior Court issued a permanent Writ of Prohibition, enjoining the District from modifying the format of the teacher's contracts. The Court based its decision on the terms of the parties' collective bargaining agreement. Where an alleged unilateral change in terms and conditions of employment is susceptible to resolution by an arbitration procedure, this tribunal has deferred to that process. [7/] The Union contends that it requires a PERC order as well as the Court's Writ of Prohibition, since a PERC cease and desist order would, unlike the Court's Writ of Prohibition, extend beyond the 1977-78 school year. The same argument could be made in attacking the policy of deferral to arbitration. In view of the long line of NLRB and Court decisions sanctioning such deferral, I do not find it persuasive. The matter has already been resolved in the Union's favor. Anything more is superfluous.

5/ Allied Chemical & Alkali Workers v. Pittsburg Plate Glass Co., 404 U.S. 157,187-188(1971).

6/ Supra note 1.

7/ International Association of Fire Fighters, Local 1052 vs. City of Richland, PERC Case No. 370-U-76-42, Decision No. 246-PECB (June 23, 1977); See also Collyer Insulated Wire, 192 NLRB 837 (1971). William E. Arnold Co. v Carpenters District Council of Jacksonville and Vicinity, 417 U.S. 12,16 (1974).

3. Special Staff Bulletins

The Union contends that the "Special Staff Bulletins" and the letters detailing the District's salary offer, both of which were distributed to the staff, constituted illegal attempts to deal directly with employees in derogation of the duty to bargain, and further constituted unlawful "interference with, restraint and coercion upon employees." In support of this allegation, the Union relies upon General Electric Co. 8/ In that case the Board based its holding that the employer did not bargain in good faith, on the "totality" of the employer's conduct, including its conduct at the negotiating table, its refusal to furnish relevant information to the union, and "the disparagement of the Union as bargaining representative by the communication program." 9/ The NLRB has since clarified its holding in General Electric with regard to employer communications with employees during negotiations. It stated that the National Labor Relations Act (NLRA)

> "does not, on a per se basis, preclude an employer from communicating, in noncoercive terms, with employees during collective-bargaining negotiations. The fact that an employer chooses to inform employees of the status of negotiations, or of proposals previously made to the Union, or of its version of a breakdown in negotiations will not alone establish a failure to bargain in good faith. * * * It is plain, however, that a noncoercive communication campaign may be utilized as an effective instrument for bypassing the Union and engaging in direct dealing with the employees. A notable example of such an approach was presented to the Board in the recent General Electric Co. case.* * * There, the employer engaged in an extensive campaign of communication to market its bargaining position to employees both before and during formal negotiation sessions, while its conduct at the bargaining table marked a clear refusal to engage the union in meaningful give and take bargaining with respect to its 'fair and firm' non-negotiable contract proposal. Thus, we were there confronted with a communication campaign, which, coupled with the employer's fixed position at the bargaining table, effectively excluded the Union from meaningful bargaining, and represented a patent attempt to bypass and undermine the union as bargaining agent." 10/

In the forecited case the NLRB found that the employer's practice of communicating with employees regarding negotiations, including explanations of positions previously advanced by the employer to the Union at the bargaining table, and criticism of the Union's bargaining strategy, did not evidence bad faith. It relied on its findings that these communications "were motivated solely by a desire to relate the Company's version of the breakdown in negotiations (and) were in no way designed to subvert employee choice of a bargaining representative,"11/and that the employer entered

---

8/ 150 NLRB 192, enf'd 418 F2nd 736 (2 Cir.1969).

9/ Id.

10/ Proctor & Gamble Mfg Co., 160 NLRB 334,340 (1966).

11/ Id., at 341

negotiations with "a sincere desire to resolve differences and reach a common ground for agreement. . . and in pursuit of that end, engaged in extensive discussion, and made various proposals, counterproposals, and concessions." 12/

The NLRB and the Commission have held:

> "Good faith, or the want of it, is concerned essentially with a state of mind. There is no shortcut to a determination of whether an employer has bargained with the requisite good faith the statute commands. That determination must be based upon reasonable inference drawn from the totality of conduct evidencing the state of mind with which the employer entered into and participated in the bargaining process. The employer's state of mind is to be gleaned not only from his conduct at the bargaining table, but also from his conduct away from it - for example, conduct reflecting a rejection of the principle of collective bargaining or an underlying purpose to bypass or undermine the union manifests the absence of a genuine desire to compose differences and to reach agreement in the manner the Act (there meaning the NLRA) commands. All aspects of the Respondent's bargaining and related conduct must be considered in unity, not as separate fragments each to be assessed in isolation." 13/

The legislature has mandated that:

> "The expressing of any views, argument, or opinion, or the dissemination thereof to the public, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice. . .if such expression contains no threat of reprisal or force or promise of benefit." 14/

The facts in the case at hand are very similar to the situation described in Proctor and Gamble Manufacturing Co. 15/ The extensive negotiations herein culminated in an agreement with which the Union was pleased. The Union did not allege that the District's actions at the bargaining table were improper.

Considering the totality of the evidence offered concerning the negotiations, I find that the District's expression to its employees of its views concerning negotiations, which promoted its own bargaining position, to be noncoercive. While the District was fulfilling its bargaining obligation at the conference table, it had the right to communicate its views on those negotiations in the manner it did to its employees.

12/ Id.

13/ "M" Systems, Inc., 129 NLRB 527, 547 (1960); Supra note 1, at p.9.

14/ RCW 41.59.140(3).

15/ Supra note 10.

I thus conclude that the District's conduct in this regard did not evidence bad faith bargaining or unlawful interference.

B. Polling and Increase in Wages

The Union asserts that the mailing of letters to substitute teachers and potential substitute teachers, inquiring whether they would be willing to cross a picket line, constituted a poll which unlawfully interfered with the prospective employees' concerted activities. The Union further contends that the District's declaration that it would pay substitute teachers who crossed the picket line $60 per day and provide transportation constituted an unlawful unilateral change in terms and conditions of employment, inasmuch as previously substitutes had earned only $27 per day and no transportation had been provided.

The District responds that its actions were permissible since the substitute teachers were "not represented by the charging collective bargaining representative."

Both parties choose to classify the individuals to whom the letter was distributed as "substitutes" or "potential substitutes." However, inasmuch as they were being solicited to replace strikers, they may more appropriately be designated as replacements. Replacements are treated by the NLRB like any other new employee hired into a bargaining unit. They are represented for purposes of collective bargaining by the unit's exclusive bargaining representative. 16/

I therefore find that the letters herein were distributed to potential applicants for employment within the bargaining unit.

The applicants who received the questionnaire herein were, in effect, polled concerning their union sympathies at a time when a strike was not imminent. They had no way of knowing whether their responses or lack of response would be used against them later. The poll carried with it at least an implied threat of possible adverse consequences for what the District may have considered an unsatisfactory response. 17/ I thus conclude that the District engaged in unlawful interference of employees' right to join or assist employee organizations and thus violated RCW 41.59.140(1)(a).

16/ Chanticler, Inc, 161 NLRB 241 (1966).

17/ W. A. Sheaffer Pen Co., 199 NLRB 242 (1972); enf'd Sheafer Pen Co. v NLRB, 486 F.2d 180 (8 Cir.1973).

The District's statement which in effect offered $60 per day to the potential replacements differed from the amount provided for in the expired collective bargaining agreement. Replacements should be treated as newly hired employees. Newly hired employees at the District did not receive a fixed amount of $60 per day. The salary fluctuated with the years of teaching experience and the extent of education. Absent impasse, the District's granting of substantially different wages constituted a unilateral change in working conditions, and thus an unlawful refusal to bargain, violative of RCW 41.59.140(1)(a) and (3). [18/] On the other hand, I do not find that the District's offer to supply transportation through a picket line for strike replacements is to require that employer to engage in an obviously fruitless act, and is not indicative of bad faith bargaining.

C. Alleged Threat of Loss of Benefits

The alleged remark by Pickerel to the effect that the teachers would not get retroactive pay if they caused any trouble was isolated and occurred as a brief answer to a question in a conversation initiated by an employee. Further, the alleged threat was not directed at an existing benefit, but rather speculated in a vague manner with regard to a new benefit which might be granted as a result of negotiations. Considering the totality of the circumstances, I conclude that the alleged remark, if made, does not reach the level of unlawful interference by the District which would warrant a remedial order. [19/]

THE REMEDY

Having found that the Respondent was engaged in unfair labor practices in violation of RCW 41.59.140(1)(a) and (e), Respondent must be ordered to cease and desist from violation of the Act and to take certa n affirmat ve action designed to effectuate the policies of the Act.

It has been found that Respondent unlawfully announced a unilateral change in wages paid to new employees. The Respondent will be required to adhere to the wage provisions of its collective bargaining agreement with the Union until the expiration date of that agreement, and thereafter bargain with the Union with respect to any such proposed change.

18/ Federal Way, supra note 1; Chanticleer Inc. supra note 16; NLRB v Crompton-Highland Milles, Inc., 337 U.S. 217 (1949), NLRB v Katz, et al, 369 U.S. 736 (1962).

19/ Thermalloy Corp. 213 NLRB 129 (1974).

ORDER

Upon the entire record in this case and pursuant to RCW 41.59.150, the Public Employment Relations Commission hereby ORDERS the Respondent, Spokane School District No. 81, its officers, agents, successors and assigns to immediately:

1. Cease and desist from:
   (a) Refusing to bargain collectively with Spokane Education Association as the exclusive representative of all of its employees in the appropriate bargaining unit consisting of all non-supervisory certificated employees of the Respondent, including newly hired employees, with respect to rates of pay, wages, hours of employment, or other terms or conditions of employment.

   (b) Unilaterally changing rates of pay, wages, hours of employment or other terms or conditions of employment without first giving notice to and bargaining with respect thereto with Spokane Education Association.

   (c) Interfering with its employees, applicants for employment, or solicited applicants for employment, in the exercise of their right to join or assist the Spokane Education Association, by polling them with regard to their willingness to cross a picket line in the event of a strike.

   (d) In any like or related manner, interfering with, restraining or coercing its employees in the exercise of their rights to self-organization, to form, join or assist Spokane Education Association, or any other labor organization to bargain collectively through representative of their own choosing, as guaranteed by RCW 41.59.060, and to refrain from any and all such activities.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:
   (a) Maintain the wage provisions contained in its collective bargaining agreement with Spokane Education Association until the expiration date of that agreement and thereafter, upon request, bargain with Spokane Education Association with respect to any proposed change in wages paid to new employees.

(b) Post, at each of its schools and in conspicuous places where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix." Such notices shall, after being duly signed by authorized representative of the Respondent, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the Respondent to ensure that said notices are not altered, defaced or covered by other material.

(c) Notify the Executive Director of the Commission, in writing, within ten (10) days following the date of this Order, what steps have been taken to comply herewith.

DATED this 2nd day of December, 1977.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Alan R. Krebs

ALAN R. KREBS, Examiner

"APPENDIX"

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION SPOKANE SCHOOL DISTRICT NO. 81 HEREBY NOTIFIES OUR EMPLOYEES THAT:

WE WILL NOT refuse to bargain collectively with Spokane Education Association as the exclusive representative of all of our employees in the appropriate bargaining unit consisting of all non-supervisory certificated employees of the Spokane School District No. 81, including newly hired employees, with respect to rates of pay, wages, hours of employment, or other terms or conditions of employment.

WE WILL NOT unilaterally change rates of pay, wages, hours of employment or other terms or conditions of employment without first giving notice to and bargaining with respect thereto with Spokane Education Association.

WE WILL NOT interfere with our employees, applicants for employment or solicited applicants for employment, in the exercise of their right to join or assist the Spokane Education Association, by polling them with regard to their willingness to cross a picket line in the event of a strike.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce our employees in the exercise of their rights to self-organization, to form, join or assist Spokane Education Association, or any other labor organization, to bargain collectively through representatives of their own choosing, as guaranteed by RCW 41.59.060, or to refrain from any and all such activities.

WE WILL maintain the wage provisions contained in our collective bargaining agreement with Spokane Education Association until the expiration date of that agreement and thereafter we will, upon request, bargain with Spokane Education Association with respect to any proposed change in wages paid to new employees.

DATED: _____ SPOKANE SCHOOL DISTRICT NO. 81

BY: _____

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. Any questions concerning this notice or compliance with its provisions may be directed to the PUBLIC EMPLOYMENT RELATIONS COMMISSION, 603 Evergreen Plaza Building, Olympia, Washington. Phone (206) 753-3444.