STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SPOKANE POLICE GUILD, Complainant, vs. CITY OF SPOKANE, Respondent.	CASE NO. 1781-U-78-230 & CASE NO. 1782-U-78-231 DECISION NO. 1133-PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Michael C. McClintock, attorney at law, appeared on behalf of the Spokane Police Guild.

James C. Sloane, corporation council, by Thomas F. Kingen, assistant corporation council, appeared on behalf of the City of Spokane.

PROCEDURAL BACKGROUND:

On October 16, 1978, the Spokane Police Guild filed two separate complaints charging unfair labor practices against the City of Spokane. The first complaint alleged that the employer interferred with and refused to bargain with the union by trying to regulate internal union voting procedures and by attempting to bypass the bargaining representative by dealing directly with unit employees. The second complaint alleged that the employer had refused to bargain with the union by withdrawing a contract offer. The Executive Director consolidated both the cases since they involved the same parties and arose out of common facts. A hearing was held November 6, 1979, in Spokane, Washington before Examiner Katrina I. Boedecker.

FACTS:

During the 1978 negotiations for the 1979 Collective Bargaining Agreement the city and the guild met together six times, each making concessions and modifications of their initial bargaining demands in an attempt to reach a settlement. On June 27, 1978, they were at a negotiation impasse. Eight principle issues remained unsettled.[1/]

1/ The issues were base pay, family medical coverage, longevity, full family dental coverage, clothing allowance, shooting qualifications, change in pay day, and contract duration.

The parties jointly requested mediation pursuant to RCW 41.56.440. Mediator Gene Miller worked with the parties during two meetings in July. On July 27, 1978, by joint request, the parties entered into factfinding pursuant to RCW 41.56.440.[2/] Gary Axon was appointed as the factfinder and held two days of hearing, August 31 and September 1, 1978. On September 15, 1978, Axon issued his factfinding report. The report was not adopted by either side. Gary Johnson, president and chief negotiator for the guild, and other guild officers presented the city's "final offer" at the end of factfinding, as well as the factfinder's report and recommendations to the guild rank and file membership at a meeting called in accordance with the guild's bylaws. The membership present voted to reject both the offer and the factfinder's recommendations and instructed the guild's negotiating team to go through interest arbitration. Johnson testified that the guild's constitution and bylaws do not require a secret ballot vote on any presentation of bargaining packages. Sometime after the factfinder's report was issued, but prior to September 28th, the guild withdrew its proposal to increase the clothing allowance and acceded to the city's position on that issue. By joint request on September 26, 1978, the parties entered into interest

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2/ RCW 41.56.440 was amended April, 1979 to eliminate factfinding. It previously read: "Negotiations between representatives of the public employer and the uniformed personnel shall be comenced at least five months prior to the submission of the budget to the legislative body of the public employer. If after a forty-five day period of negotiation between representatives of the public employer and uniformed personnel an agreement has not been concluded, then an impasse is declared to exist, and either party may voluntarily submit the matters in dispute to mediation, as provided for in RCW 41.56.100; Provided, That this forty-five day time period may be modified by mutual written agreement of the representatives of the public employer and uniformed personnel. If the parties have still not reached agreement after a ten day period of mediation, a fact-finding panel shall be created in the following manner: Each party shall appoint one member within two days; the two appointed members shall then choose a third member within two days who shall act as chairman of the panel. If the two members so appointed cannot agree within two days to the appointment of a third member, either party may request, and the commission shall name a third member who shall be chairman of the fact-finding panel and who may be an employee of the commission. The panel shall begin hearings on the matters in dispute within five days of the formation of the fact-finding panel and shall conclude such hearings and issue findings of fact and recommendations to the parties within thirty days of the date upon which hearings were commenced.

Reasonable notice of such hearings shall be given to the parties who shall appear and be heard either in person or by counsel or other representative. Hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. Minutes of the proceedings shall be taken. Any oral or documentary evidence and other data deemed relevant by the panel may be received in evidence. The panel shall have the power to administer oaths, require the attendance of witnesses, and the production of such books, papers, contracts, agreements, and documents as may be deemed by the panel material to a just determination of the issues in dispute and to issue subpoenas. Costs of each party's appointee shall be paid by the party, and the costs of proceedings otherwise shall be borne by the commission.

In making its findings, the fact-finding panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430 and as additional standards of guidelines to aid it in developing its recommendations, it shall take into consideration those factors set forth in RCW 41.56.460."

arbitration pursuant to RCW 41.56.450.3/

3/ RCW 41.56.450 was also amended in 1979. At the time of this case it read: "If an agreement has not been reached within forty-five days after mediation and fact-finding has commenced, an arbitration panel shall be created in the following manner: Each party shall submit a list of three persons to the commission, which shall then name one from each list as members to the panel, all within two days: Provided, That this forty-five day time period may be modified by mutual written agreement of the representatives of the public employer and uniformed personnel.

The two appointed members shall utilize one of the two following options in the appointment of the third member, who shall act as chairman of the panel: (1) By mutual consent, the two appointed members may jointly request the commission, and the commission shall appoint a third member within two days of such request. Costs of each party's appointee shall be borne by each party respectively: other costs of the arbitration proceedings shall be borne by the commission: or (2) The two appointed members shall choose a third member within two days. The costs of each party's appointee shall be borne by each party respectively, and the costs of the proceedings otherwise shall be shared equally between the parties.

If the two members so appointed under alternative (2) cannot agree within two days to the appointment of a third member, either party may apply to the superior court of the county where the labor disputes exist and request that the third member of the panel be appointed as provided by RCW 7.04.050. The panel thus composed shall be deemed an agency of the executive director and a state agency for the purposes of *this 1973 amendatory act. The panel shall hold hearings on the matters in dispute within five days after the formation of the arbitration panel and take oral or written testimony.

Reasonable notice of such hearings shall be given to the parties who shall appear and be heard either in person or by counsel or other representative. Hearings shall be informal and the rules of evidence prevailing in judicial proceedings shall not be binding. A recording of the proceedings shall be taken. Any oral or documentary evidence and other data deemed relevant by the panel may be received in evidence. The panel shall have the power to administer oaths, require the attendance of witnesses, and the production of such books, papers, contracts, agreements and documents as may be deemed by the panel material to a just determination of the issues in dispute and to issue subpoenas. If any person refuses to obey such subpoena or refuses to be sworn to testify, or any witness, party or attorney of a party is guilty of any contempt while in attendance at any hearing held hereunder, the panel may invoke the jurisdiction of the superior court in the county where a labor dispute exists and such court shall have jurisdiction to issue an appropriate order. Any failure to obey such order may be punished by the court as a contempt thereof.

The hearing conducted by the panel shall be concluded within twenty days of the time of commencement and, within fifteen days after conclusion of the hearings, the chairman shall make written findings of fact and a written determination of the dispute based upon the issues presented, a copy of which shall be mailed or otherwise delivered to the employees' negotiation agent or its attorney or other designated representative and to the employer or the employer's attorney or other designated representative. The decision made by the panel shall be final and binding upon both parties, subject to review by the superior court upon the application of either party solely upon the question of whether the decision of the panel was arbitrary or capricious."

On September 28, 1978, the city sent Johnson the following letter:

> Dear Mr. Johnson:
>
> This correspondence is to notify you and the members of the Spokane Police Guild that the City's offer for a two-year agreement is hereby being withdrawn as of this date, September 28, 1978.
>
> The City's offer is being withdrawn after a careful review of the negotiations progress to date for the following reasons:
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> 1. It appears that the City's offer and the factfinder's report were not presented to the Police Guild membership for the opportunity to vote on the issues in a secret ballot.
>
> 2. The City is concerned about the other City employees who have already settled at the bargaining table. Future negotiations and labor relations could be seriously affected.
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> 3. The issues must now be submitted to final and binding arbitration. The final decision should be made without using the City's offer as a minimum base.
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> 4. The Police Department budget is already made up with approximately 86% in wages and benefits. The City is concerned about balancing the budget as it is presently projected.
>
> 5. There have been several new developments since the City's offer was originally presented.

Johnson testified that he understood that the content of the city's letter was a withdrawal of their last offer. He also testified:

> "I don't think it [the letter] was for my use alone; it was addressed to me as President of the guild and I think I'm allowed to disseminate that information to whomever I desire"

So he read the letter at the next union meeting. Johnson stated that the guild experienced confusion and uncertainty, both in preparing for the interest arbitration as well as in the actual presentation of their case, due to the city's "total withdrawal of its offer". Since the guild did not know what issues and matters would be presented by the city during the arbitration, the guild concluded that negotiations were back to "ground zero" and that the guild would have to re-negotiate, re-mediate, re-factfind and arbitrate all at one time during the arbitration hearing. After the city's letter of September 28th, the city did not attempt to reinstitute its offer or reopen negotiations with the guild. The guild did not try to reopen discussions with the city.

At the beginning of negotiations, the parties adopted negotiating ground rules. One rule stated:

> Joint Meeting Minutes - Minutes of each meeting will be kept and typed. The minutes shall be presented

> at the following meetings for review and approval by the two parties. Signed minutes shall be considered as the official record for that meeting.

The "official minutes" rule created off-the-record offers during the bargaining process. Before going to fact-finding, the city made a written offer of a 7% pay increase, up from its opening 3% offer. The record establishes that the guild made a counter offer but it was never reduced to writing nor is there agreement as to how much the offer was.

On or about October 12, 1978, the Superior Court in Spokane appointed as the interest arbitrator, retired Superior Court Judge Richard Ennis. The arbitration hearing lasted four days in October, 1978. Ennis' arbitration award was issued November 10, 1978. The city appealed the award to Superior Court on December 12, 1978. On June 5, 1979, the arbitration award was upheld by the court.

The collective bargaining agreement between the guild and the city that conformed with the arbitration award, was signed by party representatives July 25, 1979.

POSITION OF THE PARTIES:

The union asserts that mediation, factfinding and interest arbitration for uniformed personnel constitute a continuing duty to confer, negotiate and enter into a written contract under RCW 41.56.430. Therefore, the union charges that the total withdrawal of the city's offer constitutes a *per se* refusal to engage in collective bargaining under RCW 41.56.140(4). The union argues that during statutory impasse resolution steps, the *status quo* must be maintained and economic warfare tactics (as the guild characterizes the city's September 28th letter) by either employer or employees are prohibited as a matter of policy since uniformed personnel are statutorily directed to enter into interest arbitration. The union also argues that withdrawing the city's offer after interest arbitration was triggered, constitutes an interference with, restraint, or coercion of employees' rights guaranteed by RCW 41.56.030(4), .430, .440, and .450. Additionally, the union charges that sending the withdrawal-of-offer letter indicates an overall failure to engage in collective bargaining in "good faith" and is violative of RCW 41.56.140(4). The union complains that the city's withdrawal of its offer on the grounds that the offer and factfinding report were not submitted to the guild membership for a secret ballot vote constitute a separate unlawful interferance and intermedling in internal union affairs in violation of RCW 41.56.140(1). Finally, the union argues that the City was estopped or otherwise waived its right to withdraw its offer after the final step, interest arbitration, was initiated.

The city argues that it has fulfilled its duty to bargain as defined in RCW 41.56.030(4) by meeting the standard of "performance of mutual obligations", and that once an impasse is reached the duty to bargain ceases to the point of having no duty to stand by previous offers because the parties are now compelled by law to accept a contract to be formed by the arbitrator. The city denies that its conduct constitutes a per se refusal to bargain since there were eight meetings between the guild and the city and at each meeting both parties modified their package proposals. Claiming that the guild's characterization of the withdrawal-of-offer letter as ecomomic warfare is much too broad, the city argues that the withdrawal of its offer did not damage the guild and was merely hard bargaining. It asserts that nowhere in the statute is the guild granted the right to rely on a prior offer of the city in making its presentation to the arbitrator. Also, the city argues that after failing to come to agreement at the mediation table or during factfinding, the employer should be able to retract its offer and present only the evidence required in RCW 41.56.460. The city stresses that it never withdrew any of the tenative agreements it had reached with the guild during negotiations, mediations, or factfinding meetings, and that the guild never tried to reopen negotiations outside of the arbitration. The city concludes that it had good cause to withdraw its offer and it never insisted on ratification by the guild on the factfinder's recommendations; therefore, the city's conduct did not constitute unfair labor practices.

DISSCUSSION:

Withdrawal of City's Offer

The guild's charges highlight a major difference between public sector and private sector labor law in the State of Washington. The state legislature has specifically not granted uniform personnel the right to strike, RCW 41.56.490. By not allowing such strikes, the legislature recognized that there must be "an effective and adequate alternative means of settling disputes," RCW 41.56.430. The labor policy the legislature did adopt for uniform personnel encourages multiple opportunities for settlement to resolve differences between the parties. RCW 41.56.440 et seq. The duty to bargain must logically carry through each step of the mandated impasse procedures to guarantee a realistic chance for settlement.

The guild correctly argues that a per se refusal to bargain can be found in conduct which directly obstructs the actual process of discussion. NLRB v. Katz, 369 U.S. 736 (1962). The city's contention that offers or counter proposals are not required to be maintained on the bargaining table is accurate only to a degree. Parties are not mandated to keep static positions during bargaining. Indeed Boulwarism or a concrete attitude has been found to be violative of good faith bargaining. General Electric Co., 150 NLRB 192 (1964). Agreements will not be

encouraged in the uniform personnel realm if offers cannot be changed after the interest arbitration process is invoked. However, it is essential that any change be a serious attempt to adjust differences and to reach an acceptable common ground.

In labor law often there is a fine line between "hard bargaining" and "a refusal to bargain". The Public Employees Collective Bargaining Act for the State of Washington does not demand that once a proposal is made during negotiations and rejected that that concession must remain on the table. Good faith collective bargaining usually funnels down the number of issues in dispute between parties and narrows the distance between positions on each issue. Impasse procedures are invoked when the atmosphere of moving forward and gathering momentum necessary for a settlement to occur starts to disapate. In the private sector, under the National Labor Relations Act (NLRA) the parties must meet the duty to bargain up until the time of a true impasse. At that time, certain economic powers lay in the hands of the union (the right to strike) or the employer the (right to lock out or the right to unilaterally implement changes in wages, hours and working conditions). These "economic warefare tactics" do not exist for Washington's uniform personnel. RCW 41.56.430; .470;[4/] .490. In fact, RCW 41.56.470, which was in effect at the time of this case, makes unilateral changes in wages, hours or other conditions of employment during interest arbitration statutorily illegal. Clearly to increase the number of issues in dispute late during contract negotiations is an unfair labor practice [Sunnyside Irrigation District, Decision No. 314 (PECB, 1979)]; as well as reneging on previously agreed to terms. [Island County, Decision No. 857 (PECB, 1980)].

The City of Spokane erred in this case by withdrawing all offers and leaving nothing on the bargaining table for the guild to consider. The city frustrated any settlement attempt the guild might have been preparing to make before going all the way through the arbitration hearing. The history of the parties' off-the-record offers and counter-offers makes that suposition more real than hypothetical. Although the city did not add new items to the list of those in dispute, or renege on temporary agreements, it did eliminate its proposals on the items in dispute, leaving no statement of the city's position for the guild to consider. The guild could properly have seen it to be a futile attempt to ask the city to negotiate after the city had taken its position on all items off the bargaining table.

4/ "During the pendency or the proceedings before the arbitration panel, existing wages, hours and other conditions of employment shall not be changed by action of either party without the consent of the other but a party may so consent without prejudice to his rights or position under *this 1973 amendatory act." RCW 41.56.470.

Until issuing the withdrawal letter, the city had bargained in good faith. The record clearly establishes that both sides made concessions and modifications in their opening bargaining proposals during the course of the negotiations. In fact, concessions were made through the mediation process and even after factfinding. There is nothing to establish that the city was merely treading water during the negotiations or waiting for the contract to be written by the interest arbitrator. Up until the time of the withdrawal letter of September 28, 1978, there is no evidence that the city's actions were designed to undermine the union's effectiveness. The city did not attempt to renegotiate items on which agreement had been reached, nor did it attempt to make the union back down without any movement on the city's part. Although the National Labor Relations Board (NLRB) finds that reductions of employer's proposals to be merely one factor to consider in the totallity of the circumstances in an overall finding of bad faith,[6/] here the city's action is being held to be a per se violation. The difference is attributed to the fact that the private sector and the uniformed personnel-public sector in the State of Washington have different statutory impasse resolution procedures they must go through. By not granting uniformed personnel a right to strike, the Washington legislature has mandated cities over 15,000 and class AA counties must go to interest arbitration. When the city removed it's bargaining package from the table prior to the interest arbitration process, the city gave the guild the impression that there was no opportunity for settlement. Thus, the case squares with Katz (supra), where the U.S. Supreme Court found the employer's unilateral change in conditions of employment which were under negotiation was a refusal to bargain on its own without the Court finding the employer guilty of over-all subjective bad faith since the unilateral change, by definition, obstructed bargaining. The Court wrote:

> "But the Board [NLRB] is authorized to order the cessation of behavior which is in effect a refusal to negotiate, or which directly obstructs or inhibits the actual process of discussion, or which reflects a cast of mind against reaching agreement. Unilateral action by an employer without prior discussion with the union does amount to a refusal to negotiate about the affected conditions of employment under negotiation, and must of necessity obstruct bargaining, contrary to the legislative policy. It will often disclose an unwillingness to agree with the union. It will rarely be justified by any reason of substance. It follows that the Board may hold such unilateral action to be anunfair labor practice in violation of 8(a)(5), without also finding the employer guilty of overall subjective bad faith. While we do not foreclose the possibility that there might be circumstances which the Board could or should accept as excusing or justifying unilateral action, no such case is presented here." (Emphasis added).

6/ See: M. R. & R. Trucking Co. v. NLRB, 434 F2d 689. (CA 5, 1970); NLRB v Randle - Eastern Ambulance Service, Inc., 584 F. 2d 720 (CA 5, 1978); Carpenter's Local 1780, 244 NLRB No. 26 (1979).

Other states have addressed this problem similarly. The Michigan Supreme Court, in Detroit P. O. Ass'n v. City of Detroit, 214 N.W. 2d 803, (Mich. Sup. Ct., 1974) at page 809 stated:

> "If the parties are not able to agree on the terms of a mandatory subject they are said to have reached an "impasse". Under the NLRA when good faith bargaining has reached an impasse, the employer may take unilateral action on an issue if that action is consistent with the terms of its final offer to the union. The duty to bargain, however, does not terminate. It is merely suspended and again becomes viable with a change in the surrounding conditions or circumstances. The concept of unilateral action after impasse is also recognized in the public sector. The public sector has, however, begun to institute procedures such as fact-finding and arbitration that require the parties to actually negotiate beyond impasse." (Emphasis added).

The Pennsylvania Labor relations Board has ruled that:

> "mediation is not a substitute for collective bargaining, but a part of the collective bargaining process. The function of mediation is to put a neutral between the parties; to aid both sides in the resolution of collective bargaining disputes. Even when mediation is invoked, a party is not relieved of the obligation to further negotiate outside of the mediation's pressence." (Emphasis added).

(See: Pennsylvania Labor Rel. Bd. v. Borrough of Hellerton (Case No. PERA-C-10, 093-C, Penn. L. Rel. Bd., Aug. 25, 1977), in 3 CCH PUBLIC EMP. BARG. ¶40,500 at 40,187.)

Dealing Directly with the Union:

The union's complaint that the city attempted to bypass the guild as the statutory bargaining representative of members of the police force and deal directly with individual employees is unfounded. The September 28th letter is clearly addressed to Gary Johnson. Although the first sentence references other "members of the Spokane Police Guild", the letter was sent only to Johnson and not to each individual member of the bargaining unit. It was Johnson's discretionary decision whether or not to read the letter to the unit as a whole. In his role as head of the union bargaining team, Johnson should be tough enough to withstand "hard bargaining" tactics by the employer. He should not be as easily intimidated as a member of the unit not involved in negotiations. The intent of the letter is not a circumvention of the union; the city was continuing to work through the union's bargaining team. Also, the record establishes that the effect of the president of the bargaining team turning the letter into an oral communication to his members was de minimis, and not enough to chill their continued participation in the guild nor enough to make the guild look ineffective.

"Insistance" On Secret Ballot Regarding City's Offer:

The guild characterizes the first point of the city's letter as an "insistance" on the guild having a secret ballot vote regarding the city's last offer to the guild and the factfinder's report. PERC carefully scrutinizes any attempt by an employer to invade or control internal union affairs. However, the guild's characterization is wrong. There is no threat of reprisals or promise of benefits if a secret ballot vote were to be had on the offers. The letter merely lists the supposed lack of voting opportunity as an event in the review of the negotiations process. The reference by the city is not even cut and dried. It is a suposition; it begins "it appears". It is only one item in a list of five reasons for withdrawing the city's offer. If such a ballot were held, the other four reasons--ones over which the guild had no control--would still stand; therefore, holding the vote would not guarantee bringing back the city's offer. There is no evidence that once the city was aware of the membership polls held in accordance with guild by-laws which rejected both the city's offer and the factfinder's report, that the city was willing to keep its last offer on the table at the interest arbitration hearing. The facts of this case do not rise to the level of an unlawful interference with internal union affairs.

NLRB precedent supports such a conclusion. Challenges to employers' calls for secret ballots historically arose as a refusal to bargain charge. In NLRB v. Wooster Division of Borg Warner (356 U.S. 342, 1958) the United States Supreme Court found the employer refused to bargain when it insisted as a condition precedent to accepting any collective bargaining contract, that the contract contain a "ballot" clause calling for a pre-strike vote of union and non-union employees as to the employer's last offer. The Court held such a clause was not within the scope of "wages, hours, and other terms and conditions of employment" 29 USCA 5 148(d) . U.S. Courts of Appeals have continued to hold that employers have refused to bargain when they have insisted, to the point of impasse, upon the submission of the proposed contract to employees for ratification. NLRB v. Darlington Veneer Co., 236 F.2d 85 (CA 4, 1956), American Seating v. NLRB, 424 F.2d 106, (CA 5, 1970). The City of Spokane did not demand to the point of impasse that the guild hold a secret ballot election; but rather, once the city and the guild were at the impasse resolution point of interest arbitration, the city listed it as one of five reasons for withdrawing all city positions. The guild submitted no cases where an employer request for a secret ballot was held to be an interference violation. In fact, the NLRB held in Stokely-Van Camp, Inc., 186 NLRB 440 (1970), that the employer did not refuse to bargain when it insisted that the proposed contract be submitted to the union membership for ratification since the parties were in substantial agreement as to the basic language of the contract at the time of the insistence. In the instant case, the city did not insist on a secret ballot to the point of interfering with internal guild affairs.

FINDINGS OF FACT

1. The City of Spokane is a public employer within the meaning of RCW 41.56.030(1).

2. The Spokane Police Guild is a bargaining representative for uniformed personnel within the meaning of RCW 41.56.030(3) and RCW 41.56.030(6). Gary Johnson was, at all times material herein, the President and Chief Negotiator for the guild.

3. When negotiating their 1979 collective bargaining agreement, the city and the guild met together through negotiations, mediation and fact-finding and each side made changes in their initial bargaining demands in an attempt to reach a settlement.

4. On September 28, 1979, the city sent a letter to Johnson notifying him that it was withdrawing all it's proposals on the issues remaining in dispute prior to the interest arbitration hearing. Among the reasons listed for the withdrawal in the letter was a supposition that the guild members had not voted by secret ballot on the city's last offer and the factfinder's report.

5. Johnson exercised his own discretion when he decided to read the September 28th letter to the bargaining unit members.

6. The city did not demand the guild hold a secret ballot election on its last offer before interest arbitration or on the fact-finder's report.

7. Neither the city nor the guild attempted to settle their collective bargaining agreement between September 28, 1979 and the interest arbitration hearing.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction of this matter under RCW 41.56.160.

2. The City of Spokane, by its letter of September 28, 1979 to Gary Johnson which withdrew all the city's positions on the issues remaining in dispute, committed a *per se* refusal to bargain in violation of RCW 41.56.140(4) and (1).

ORDER

The City of Spokane, its offices and agents, shall immediately:

1. Cease and desist from:

   (a) Refusing to bargain collectively with Spokane Police Guild as the exclusive bargaining representative of all of the employees in its bargaining unit with respect to wages, hours and working conditions.

   (b) In any other manner, interfering with restraining or coercing employees in the exercise of their rights guaranteed by RCW 41.56.040.

2. Take the following affirmative action which the Commission finds will effectuate the policies of the Public Employees Collective Bargaining Act:

   (a) Upon request, bargain collectively with Spokane Police Guild as the exclusive bargaining representative of the employees in the aforesaid appropriate bargaining unit, with respect to all subjects of bargaining as described in RCW 41.56.030(4).

   (b) Notify all employees, by posting, in conspicuous places on its premises where notices to all employees are usually posted, copies of the notices attached hereto and marked "Appendix A". Such notices shall be signed and posted immediately upon receipt of a copy of this Order and shall remain posted for sixty (60) days thereafter. Reasonable steps shall be taken by the respondent to ensure that said notices are not altered, defaced or covered by other material.

   (c) Post, in conspicous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix A". Such notices shall, after being duly signed by an authorized representative of the City of Spokane, be and remain posted for sixty days. Reasonable steps shall be taken by the City of Spokane to ensure that said notices are not removed, altered, defaced or covered by other material.

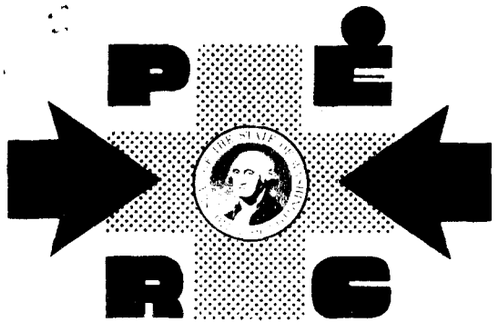
   (d) Notify the Executive Director of the Commission, in writing, within twenty days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceeding paragraph.

DATED at Olympia, Washington this 9th day of April, 1981.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Katrina I. Boedecker

KATRINA I. BOEDECKER, Examiner



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

"APPENDIX A"

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF THE PUBLIC EMPLOYEES COLLECTIVE BARGAINING ACT, WE, THE CITY OF SPOKANE, HEREBY NOTIFY OUR EMPLOYEES THAT:

1. WE WILL, upon request, bargain collectively with Spokane Police Guild with respect to wages, hours and working conditions for the employees in its unit.

2. WE WILL NOT interfere with, restrain or coerce our employees in the exercise of their right to form and join employee organizations and to bargain collectively through representatives of their own choosing.

City of Spokane

By:_____
Authorized Signature

_____
Title

Dated this ____ day of _____, 1981.

THIS NOTICE SHALL REMAIN POSTED FOR SIXTY (60) DAYS FROM THE DATE HEREOF AND MUST NOT BE ALTERED, DEFACED OR COVERED BY ANY OTHER MATERIAL.