STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS UNION LOCAL 252, Complainant, vs. LEWIS COUNTY, Respondent.	CASE NOS. 6683-U-86-1341 6709-U-86-1346 6710-U-86-1347 DECISION 2957 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Davies, Roberts and Reid, by Bruce Heller, Attorney at Law, appeared on behalf of the complainant.

Eugene Butler, Deputy Prosecuting Attorney, appeared on behalf of the respondent.

On December 8, 1986 and December 31, 1986, Teamsters Union Local 252 filed complaints charging unfair labor practices with the Public Employment Relations Commission, alleging that Lewis County had refused to engage in good faith collective bargaining, in violation of RCW 41.56.140(1) and RCW 41.56.140(3) and RCW 41.56.140(4), by unilaterally changing the paydays for county employees represented by the union. Separate cases were docketed for each of the three bargaining units impacted by the employer's actions. A hearing was held on September 29, 1987 in Olympia, Washington, before Examiner Walter M. Stuteville. The parties submitted post-hearing briefs.

MOTION TO AMEND THE COMPLAINT

During the course of the hearing held in September, 1987, the union moved to amend its complaints, proposing to add:

> In addition to unilaterally imposing terms and conditions of employment with respect to the 1987 contract; the employer unilaterally modified the 1986 contract without bargaining to impasse.

The employer responded that it was not prepared at that time to respond to a new allegation substantially different from that being heard. In its brief, the employer also complained of the lack of specificity in the motion, such that the complainant had not identified which 1986 contract had been unilaterally modified or what action of the employer had unilaterally modified (one of) the 1986 contract(s). Further, the employer argued that the motion was not made within six months of the conduct complained-of.

A complaint charging unfair labor practices may be amended at hearing under WAC 391-45-070:

> AMENDMENT. Any complaint may be amended upon motion made by the complainant to the executive director or to the examiner prior to the transfer of the case to the commission.

To be complete, however, a complaint, as amended, must comport with WAC 391-45-050:

> CONTENTS OF A COMPLAINT CHARGING UNFAIR LABOR PRACTICES. Each complaint shall contain, in separate numbered paragraphs:
>
> (1) The name and address of the party filing the complaint, hereinafter referred to as the complainant, and the name,

> address and telephone number of its principal representative.
>
> (2) The name and address(es) of the person(s) charged with engaging in, or having engaged in, unfair labor practices, hereinafter referred to as the respondent(s), and if known, the names, addresses and telephone numbers of the principal representatives of the respondent(s).
>
> (3) Clear and concise statements of the facts constituting the alleged unfair labor practices, including times, dates, places and participants in occurrences.
>
> (4) A listing of the sections of the Revised Code of Washington (RCW) alleged to have been violated.
>
> (5) A statement of the relief sought by the complainant.
>
> (6) The signature and, if any, the title of the person filing the complaint.

In this situation, the complainant's motion to amend the complaint did not comply with WAC 391-45-050(3) or (4). The motion was not elaborated upon in the complainant's brief. Therefore, the motion fails for lack of specificity.

BACKGROUND

The complainant represents three bargaining units of Lewis County employees: Sheriff's office employees; juvenile court services employees; and central communications employees. Business agent Mike Mauermann represented each of the three bargaining units during negotiations. The central communications bargaining unit was certified in October, 1986, and was, during the time period pertinent to the complaint, in the process of negotiating its first contract. Each of the other two bargaining units had been covered by previous separate agreements, and were engaged in negotiations for successor agreements during the time period discussed herein.

Traditionally, bargaining between the parties had begun with the parties negotiating the collective bargaining agreement covering the sheriff's department employees. When that contract was completed, then negotiations for the juvenile court employees would begin, relying on the basic pattern set by the sheriff's department negotiations. With the addition of the new communications bargaining unit in 1987, it appeared that negotiations for that unit would also follow the sheriff's department negotiations and the general pattern of negotiations between the parties. Thus, although all three collective bargaining agreements were in negotiation in 1987, it was the contract covering the sheriff's department that was actively under discussion during the time period relevant to this case.

Historically, county employees have been paid on the last day of the month. The county would estimate the amount of overtime that would be earned during the month, and then paid it on the last day of the month.

Early in 1986, the Lewis County Auditor, Gary Zandell, began talking informally with other county officials, and particularly with the county commissioners, concerning changes in the monthly payday for county employees. One county official who was not notified of the existence of the payday issue (and thus was not a part of those discussions) was the employer's lead negotiator in collective bargaining, Brian Baker.

The parties commenced their negotiations for new collective bargaining agreements on September 15, 1986, when the union's negotiating team, headed by Mauermann, first met with the county's negotiating team, led by Baker, for an exchange of initial proposals. Still ignorant of the action by the auditor and commissioners regarding paydays, Baker made no mention of changing the monthly payday at that meeting.

The parties met again on September 18, 1986. Again the change of paydays was not mentioned.

At a third meeting held on September 26, 1986, Baker did bring up the subject, informing the union of a proposed change in paydays, but did not present a specific proposal.

On October 2, 1986, Zandell notified the county commissioners, in writing, that the monthly payday should be changed. Zandell based his request on a letter that he had received from the Washington State Department of Retirement Systems dated April 24, 1986:

> To: Personnel Payroll Officers of Public Employees' Retirement System (PERS) Law Enforcement Officers' & Fire Fighters' Retirement System (LEOFF) Teachers' Retirement System (TRS)
>
> From: Robert L. Hollister, Jr., Director
>
> Re: New Transmittal Reporting Process
>
> The Department of Retirement Systems will begin reporting in the new monthly transmittal reports in the new reporting format beginning September 1986. School districts will begin reporting in the new format at that time, with all other employers converting in January 1987. Final specifications for the new reporting format are being mailed with this announcement.
>
> There are two primary changes incorporated in the new reporting process. The first is the requirement to report actual hours worked for all employees, except Plan 1 members of the Teacher's Retirement System whose service must be reported in actual days worked.

> The new reporting process also requires that all service and compensation be identified by the calendar month earned, regardless of when the compensation is paid. The details of handling the new requirements are outlined in the specifications document.
>
> Developing a new transmittal reporting process has been a major undertaking for the Department of Retirement Systems; we recognize that preparing systems to comply with the new requirements will also be a major undertaking for employers. We do believe, however, that a number of benefits will be derived, in addition to the necessary task of recording compensation and service by calender month earned.

On October 13, 1986, the Board of County Commissioners passed the following resolution:

> APPROVING CHANGE IN PAYROLL DATE
> FOR ALL LEWIS COUNTY EMPLOYEES,
> EFFECTIVE JANUARY 5, 1987
>
> RESOLUTION NO. 86-274
>
> WHEREAS, the Board of County Commissioners has reviewed information from the Lewis County Auditor's Office regarding the reporting requirements for Labor and Industries, Unemployment Compensation and Retirement Systems. In accordance with RCW 36.17.040, all salary earned must be reported for the calendar month, regardless of when paid. In order to comply with this ruling, the Lewis County Auditor's Office has determined that in order to simplify bookkeeping procedures, the 5th of each month will be the formal pay day for all county employees and that the 20th of each month will be the draw date for any county employee wishing a draw, effective January 5, 1987; NOW THEREFORE
>
> BE IT RESOLVED that the formal pay day for all county employees shall be the 5th of each month and the draw date shall be the 20th of each, effective January 5, 1987.

The resolution was signed by the three county commissioners and attested to by the auditor.

At the next negotiations meeting, on October 20, 1986, Baker made a formal proposal to the union on the issue of paydays. The employer proposed at that time to change paydays from the last working day of the month to the 5th of the month following the period worked. Mauermann responded that the union needed 60 days notice from the date of ratification of an agrement by the union membership before such a change in paydays could be implemented. The union also raised a collateral question of when employees would be paid if the 5th day payday were to fall on a holiday or on a weekend day.

On October 27, 1986, Zandell wrote the following letter to all Lewis County employees:

> We are pleased to announce that certain benefits plans will not require a payroll deduction for benefits effective during the month of December. Due to insurance carrier refunds received during 1986, we are able to eliminate one month's premium payment without discontinuing or canceling any coverage.
>
> * * *
>
> Because of the delayed payroll we will be offering draws to each employee effective December 15, 1986. Please remember that paychecks will be issued November 26, 1986 and January 5, 1987. Your 1986 W-2 will reflect only 11 months of wages. If you have any questions please contact your payroll officer or the Accounting Department at extension 158.
>
> * * *

No copy of the memo was provided to the union.

On November 3, 1987, Mauermann filed a written protest, on behalf of the union, with the county commissioners. He stated that the payroll date was a mandatory subject of bargaining, and that the commissioner's resolution constituted a unilateral change which would be "aggressively pursued through whatever legal recourse is available".

The employer replied in a November 10, 1986, letter from the commissioners to the union, in which they stated that they were seeking an state Attorney General's opinion on the issue of whether changing paydays is a mandatory subject of bargaining. They also indicated that they would discuss the payday issue with their negotiator, Baker.

Mauermann replied on November 12, 1986, restating his opinion on the subject. On the same date, the union submitted a written proposal to the employer which contained the proposed 60-day notice of any payroll date change and the union's view on how holiday weekends should be handled.

At a negotiations meeting on November 19, 1986, the employer agreed to the union's proposal concerning payroll dates where the 5th day of the month fell on a holiday or a weekend, but did not agree to the 60-day notice prior to implementation.

In December of 1986, the union filed a lawsuit in the Superior Court for Pierce County, requesting a temporary restraining order to prevent the implementation of the commissioner's payday resolution. The temporary restraining order was subsequently quashed, and eventually the lawsuit was dismissed.

The employees represented by the union did not receive pay-checks on December 31, 1986, and the new 5th-day-of-the-month payday was implemented by the county on January 5, 1987.

On January 5, 1987, the union and county negotiating teams met and the union agreed to a county proposal wherein payroll checks were to be issued on the 5th day of the month, or on the last working day prior to the 5th day if the 5th day fell on a holiday or on a weekend. Overtime from the previous month was to be included in the paycheck issued on the 5th day of the following month.

The payday proposal was eventually ratified for the sheriff's department and juvenile court bargaining units. Negotiations for the communication's bargaining unit were concluded in February of 1987, and the 5th day payday language was also included in that contract.

POSITIONS OF THE PARTIES

The union argues first that a change in paydays is a mandatory subject for bargaining. It claims that there was no valid "necessity" that required unilateral action, and that the collective bargaining agreement did not waive the duty of the employer to bargain the issue of changing the payday. Next, it contends that the refusal to bargain was neither moot nor de minimis, and that the bargaining status of the three bargaining units was not relevant to the statutory duty of the employer to bargain. The union urges that assessment of attorney's fees against the employer would be an appropriate remedy.

The employer defends its position, alleging that the county had in fact bargained the issue of changing paydays with the union, while saying at the same time that there was no duty to bargain with respect to the communications unit for a change announced prior to the certification of the union as exclusive bargaining representative for that unit. The employer also alleges,

variously, that the union had not exhausted its legal remedies, to wit: appealing the commissioner's resolution to superior court; that the subject matter was within the jurisdiction of the Lewis County Auditor, rather than within the purview of the Board of Lewis County Commissioners; and that the change in paydays did not violate the contract with the union.

DISCUSSION

Mandatory Subject For Bargaining

The issue of whether a proposal is a mandatory subject for bargaining results from the language in RCW 41 56.030:

> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter. [emphasis supplied]

Citing City of Auburn, Decision 455 (PECB, 1978), where an unfair labor practice violation was found with respect to a unilateral change of paydays, the Examiner in City of Anacortes, Decision 1493 (PECB, 1982), said:

> . . . when a worker is to receive his pay is so closely related to how much he is

> paid that it reasonably falls within the term "wages", and is therefore a mandatory subject for collective bargaining under RCW 41.56.030(4) . . . .

The latter decision was affirmed by the Public Employment Relations Commission in City of Anacortes, Decision 1493-C (PECB, 1983). Considering that precedent, the employer in the instant case clearly had an affirmative obligation to bargain the issue of paydays with the exclusive bargaining agent.

Notice and Opportunity For Bargaining

In the case of employees who have previously chosen a union as their exclusive bargaining representative, the statute obligates an employer to give notice to that union and to provide an opportunity for collective bargaining, if requested, prior to deciding upon or implementing changes of mandatory subjects of collective bargaining. City of Kennewick, Decision 482-B (PECB, 1980). Thus, as to at least the sheriff's department and juvenile court employees, the next inquiry is whether the county has complied with its notice obligations.

The evidence indicates that the employer was considering a change of paydays long before the issue was raised with the union. County Auditor Zandell had discussed the matter with other department heads and the commissioners early in 1986. The idea was put in writing in the memo to the commissioners on October 2, 1986. Zandell and the commissioners appear to have been oblivious to their bargaining obligation on the subject, first failing to inform the union and even their own negotiator of this situation, and then talking of seeking a legal opinion on whether a change of paydays was a mandatory subject of collective bargaining.

Baker raised the subject almost as an offhand comment during the September 26, 1986, negotiations meeting with the union. The issue was raised informally, because Baker had been kept ignorant of the fact that the county was in the process of making a decision on the issue.

Formal notice to the union in the form of a proposal was not made until October 20, 1986, by which time the formal resolution had already been adopted.

The Examiner concludes that the union was presented with a fait accompli. The county commissioners do not appear from the record to have been interested at all in involving the union in the payday issue. They did not keep Baker informed concerning the issue or make any effort to notify the union concerning their decision or their plan of implementation.

Duty to Preserve Status Quo During Representation Case

With respect to the communications unit, the employer's "no duty to bargain prior to certification" defense overlooks another of the duties imposed by the statute. An employer is obligated to maintain the status quo during the pendency of a question concerning representation. See, Mason County, Decision 1699 (PECB, 1983), where an employer's unilateral change of employee benefits (a mandatory subject of collective bargaining) during the pendency of a representation case was found to be objectionable and cause for conducting a new representation election in the bargaining unit.

Notice is taken of the proceedings and decisions in Case No. 5479-E-84-984. Those proceedings were commenced on October 3, 1984, when the union filed a petition seeking certification as exclusive bargaining representative of communications employees

of the county. A hearing was held and briefs were filed on a dispute concerning the eligibility of certain employees for inclusion in the petitioned-for bargaining unit. An order issued on March 25, 1986, in Lewis County, Decision 2381 (PECB, 1986) included rulings on the eligibility issues and a direction of an election. A tally of ballots was issued on October 22, 1986, and the union was certified on October 30, 1986. Lewis County, Decision 2381-A (PECB, 1986). The defense put forth by the employer is therefore frivolous. It was not at liberty to change paydays for the communications employees, either "early in 1986" or on October 13, 1986.

Additionally, even the employer admits that there was a duty to bargain concerning the communications employees prior to the December 15 implementation of the change of payday practices. Nothing in the record indicates any actions by the employer to specifically bargain the impact of the payday decision with the communications unit, even after certification had occurred. The parties had followed their past practice, and had focused on the sheriff's department negotiations.

Subsequent Satisfaction of the Obligation

The county defends its actions with a plea that it, in fact, negotiated the issue with the union later, and that it dealt with the union's concerns about paydays that fall on a weekend or a holiday. This defense is too little and too late.

The payday issue was initiated by the employer, and it had an affirmative obligation to notify the union, early in the decision-making process, of the very existence of the issue. Even if the union had conceded (or would have conceded) the need for a decision to lag the paydays to the 5th day of the following month.

> The employer, (when) faced with a compelling need, lawfully made a unilateral decision . . . because of its inherent management right to control its facilities; but the employer violated the Act when it failed to bargain the impact and effects of its decision, upon demand, with the exclusive bargaining representative of its employees.

City of Chehalis, Decision 2803 (PECB, 1987).

Thus, the employer cut off discussion about the period of notice proposed by the union, going directly to employees with announcement of the change even before the holiday and weekend problem had been worked out.

Exhaustion of Other Legal Remedies

The employer has sought to defend its actions in these proceedings under Chapter 41.56 RCW on the grounds that the union had not exercised all of its other legal remedies, suggesting that the union should have appealed the commissioner's resolution to superior court.

Separate and apart from other legal remedies, the Legislature has proscribed certain types of misconduct, including failure to bargain in good faith, in RCW 41.56.140 and has provided an administrative remedy for violations thereof. RCW 41.56.160. The defense of failure to exhaust other legal remedies does not address the employer's obligations under the Public Employees' Collective Bargaining Act, or of its course of conduct in failing to notify the union of the change of paydays issue, or of its having effectively refused to bargain. Whether or not the union had or invoked alternative remedies concerning the formal action of the commissioners, the union retains the right to challenge the employer's failure to bargain the issue, and that issue is properly before the Examiner here.

Action of a Third Party

The employer seeks to defend its action on the basis that the decision to change paydays resulted from advice from the county auditor, who is not a party in the collective bargaining relationship, so that the county commissioners are not responsible for the decision and are only the implementors of it.

The notion of separation among the county's elected officials was previously advanced by this employer before the Commission and was rejected by both the Commission and the courts. The Commission said:

> The fact that the county employees work for different elected officials is immaterial. While the employees of one such official might constitute an appropriate unit, bargaining units are not fragmented into units within units. The differing requirements of assignments under the various elected officials can be accommodated easily by appropriate consultation and adaption of procedures within the employer.

Lewis County, Decision 644 (PECB, 1979), aff., 31 Wn.App 853 (Division II, 1982).

The union has a bargaining relationship with the political subdivision which is Lewis County, and that public employer acts through its various elected and appointed officials. The implementation of the change in paydays, and the impact of that change on county employees, are clearly within the authority and control of the employer. The actions of employer officials are inconsistent with the argument made here, since the auditor actually submitted the change of paydays to the commissioners for action, and the commissioners acted as if they had authority to do so. If there had been a conflict among the auditor and the commissioners, the duty to bargain as

an employer collectively imposed upon them by Chapter 41.56 RCW required them to work out their differences by "appropriate consultation and adoption of procedures within the employer" before fulfilling their obligations towards the union.

An alternative interpretation inherent in the defense that the county commissioners relied on the auditor's advice, although not directly discussed as such by the employer, is that the employer had a compelling need to make the change. Indeed, the change from past practice was motivated at least in part by the letter from the Department of Retirement Systems. It is well established that there are management decisions that can be made without invoking or fulfilling the duty to bargain. But even then the employer has an obligation to notify the exclusive bargaining representative of the existence of the issue and to bargain the effects, or impact, of the decision or action compelled upon it. City of Chehalis, supra.

The employer did not fulfill its bargaining obligations even as to the effects of the change of paydays. The employer failed to notify the union of the existence of an issue until well into contract negotiations, although its officials were aware of the issue months earlier. They then failed to use the ongoing collective bargaining negotiations as the forum to discuss and negotiate the impact of the change in paydays. Finally, when the union did receive notice and demanded bargaining, the employer took no notice of the union's proposals and continued its implementation schedule without reference to the negotiations.

The Absence of a Contract Violation

Finally, the employer defends that the change of paydays did not violate the specific terms and conditions of the collective

bargaining agreements then in effect between the parties for the sheriff and juvenile court units. Under the terms of the employer's own argument, this defense is inapposite to the communications bargaining unit.

Importantly, the employer does not argue that the union had specifically waived its right to bargain a change of paydays in the collective bargaining agreements that did exist. There was no occasion to consider deferral of the dispute to arbitration if there was no claim that the employer's conduct was protected by the collective bargaining agreement. Without such a waiver, the contracts are not relevant. The union does not allege a breach of contract, and the Commission does not assert jurisdiction to remedy violations of collective bargaining agreements through the unfair labor practice procedures of the statute. City of Chehalis, supra. The Commission does, however, have the statutory responsibility to examine a specific course of bargaining and determine whether a party to negotiations bargained in good faith. The union's unfair labor practice charges describe a course of conduct on the part of the employer which, absent such a waiver, was unlawful.

REMEDY

The union has asked that the employer be ordered to pay its attorney's fees as a part of the remedy. In an earlier case involving this employer and, as noted, some of the same defenses, the Court of Appeals held:

> RCW 41.56.160 authorizes PERC to prevent unfair labor practices, also authorizes an award of attorney fees in a remedial order when it is necessary to make the order effective and if the defense to the unfair labor practice is frivolous or without

> merit. . . . A pattern of bad faith bargaining may preclude a "debatable" defense and allow PERC to award attorney fees if appropriate. The novelty or "debatability" of a party's legal defense to an unfair labor practice should not shield the charged party from imposition of the obligation to pay the charging party's attorney fees when it is clear that the history of underlying conduct evidenced a patent disregard for the statutory mandate to engage in good faith negotiations.
>
> Lewis County v. Public Employment Relations Commission and Washington State Council of County and City Employees, Local No. 1341C, 31 Wn. App. 853 (Division II, 1982).

Citing Lewis County, ibid, and State ex.rel. Washington Federation of State Employees v. Board of Trustees, 93 Wn.2d 60 (1980), the Public Employment Relations Commission has more recently imposed the payment of attorneys fees as an extraordinary remedy for unfair labor practice violations in City of Tukwila, Decision 2434-A (PECB, 1987) and in City of Bremerton, Decision 2733-A (PECB, 1987) where the defenses asserted by an employer were found to be totally lacking in merit.

A similar order is issued here, for similar reasons. The course of conduct on the part of Lewis County described herein amounts to a refusal to acknowledge the role of the certified bargaining agent in decisions that affect employees "wages, hours and conditions of work". Such a refusal cannot go unnoticed by the Commission nor remedied by a notice.

FINDING OF FACT

1. Lewis County is a public employer within the meaning of RCW 41.56.030(1). During the period of time pertinent to these proceeding, the Auditor of Lewis County was Gary

Zandell and Brian Baker was employed by the employer as its representative in collective bargaining matters.

2. Teamsters Union Local 252, a bargaining representative within the meaning of RCW 41.56.030(3), was the exclusive bargaining representative throughout the period of time pertinent to these proceedings of bargaining units of sheriff's department and juvenile court employees of Lewis County.

3. Teamsters Union Local 252 filed a petition for investigation of a question concerning representation with the Public Employment Relations Commission in October, 1984, seeking certification as exclusive bargaining representative of communications employees of Lewis County. Those proceedings remained pending until October 30, 1986, when they resulted in certification of the union.

4. Separate collective bargaining agreements between the parties covering employees in the sheriff's department and in the juvenile court were due to expire at the end of 1986, and the parties entered into negotiations in September, 1986 concerning successor contracts. The past practice of the parties was to address the issues in the sheriff's department first, and to use the agreements reached in those negotiations as a pattern for negotiations in the juvenile court unit. After the union was certified for the communications unit, negotiations for that unit were similarly commenced but deferred pending the conclusion of negotiations in the sheriff's unit.

5. After having discussed a contemplated change of paydays with other officials of the employer, but not with Baker, early in 1986, the county auditor advised the county

commissioners on October 2, 1986, that the county should begin paying employees only for actual hours worked and only after the completion of the work period, in order to comply with reporting requirements of the state retirement systems.

6. On October 13, 1986, the Lewis County Commissioners passed Resolution No. 86-274, changing the payroll date for all county employees to the 5th day of each month.

7. The employer had not, prior to October 13, 1986, provided notice of the proposed change of paydays to Teamsters Union Local 252, and had not provided opportunity for collective bargaining on the matter prior to making the decision to change paydays.

8. Upon becoming aware of the proposal to change paydays, Baker mentioned it to the union informally in negotiations. The employer did not make a proposal on the matter in bargaining until after the change had been formally adopted by the county commissioners.

9. The union made a timely demand for bargaining on the change of paydays, submitting a counterproposal to the employer for a notice period prior to implementation of any change and for adjustment of paydays where the normal payday fell on a weekend or holiday.

10. The change of paydays was implemented, without agreement of the union, by issuance of a "draw" on December 15, 1986, by omission of the normal payday on December 31, 1986, and by issuance of paychecks for the month of December, 1987, on January 5, 1987.

11. In January and February of 1987, the three bargaining units ratified the change of paydays.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.

2. By its change of paydays without notice to and bargaining, upon request, with the exclusive bargaining representative of its employees, Lewis County has unilaterally changed the wages, hours, or conditions of employment of its employees in the three bargaining units represented by Teamsters Union Local 252, and has committed unfair labor practices within the meaning of RCW 41.56.140(1) and (4).

3. An extraordinary remedy is warranted in this case, as the defenses asserted by Lewis County in this matter are frivolous and totally lacking in merit, evidencing a disregard of its own obligations and the rights of Teamsters Union Local 252 under Chapter 41.56 RCW.

ORDER

Upon the basis of the above Findings of Fact and Conclusions of Law, and pursuant to RCW 41.56.160 of the Public Employees' Collective Bargaining Act, it is ordered that Lewis County, its officers and agents shall immediately:

1. Cease and desist from refusing to bargain in good faith concerning the issue of changing regularly scheduled paydays.

2. Take the following affirmative action to remedy the unfair labor practice and effectuate the policies of the Act.

A. Upon request, bargain collectively in good faith with Teamsters Union Local 252, concerning the issue of regularly scheduled paydays.

B. Reimburse Teamsters Union Local 252, for its costs and reasonable attorney's fees incurred in the prosecution of this case, upon presentation of a sworn and itemized statement of such costs and fees.

C. Post, in conspicuous places on the employer's premises where notice to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of Lewis County, be and remain posted for sixty (60) days. Reasonable steps shall be taken by Lewis County to insure that said notices are not removed, altered, defaced, or covered by other material.

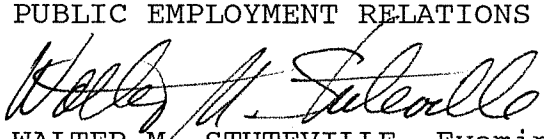
D. Notify the complainant, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the complainant with a signed copy of the notice required by the preceding paragraph.

E. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (20) 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 preceding paragraph.

DATED at Olympia, Washington, this 17th day of June, 1988.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



WALTER M. STUTEVILLE, Examiner

This Order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, AND IN ORDER TO EFFECTUATE THE POLICIES OF THE PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT, CHAPTER 41.56 RCW, WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of their rights to bargain collectively.

WE WILL NOT refuse to engage in collective bargaining concerning the issue of changing regularly scheduled paydays.

WE WILL reimburse the Teamsters Union Local 525 for its costs and reasonable attorney's fees incurred in the prosecution of this case, upon presentation of a sworn and itemized statement of such costs and fees.

DATED: _____

LEWIS COUNTY

BY: _____
Authorized Representative

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

This notice must remain posted for sixty (60) 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 98504. Telephone (206) 753-3444.