STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CITY OF CLARKSTON, Complainant, vs. INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2299, Respondent.	CASE 7542-U-88-1579 CASE 7543-U-88-1580 DECISION 3246 - PECB CONSOLIDATED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Scott C. Broyles, City Attorney, appeared on behalf of the employer.

Pamela G. Bradburn, Attorney at Law, appeared on behalf of the union.

On August 25, 1988, the City of Clarkston filed two complaints charging unfair labor practices against International Association of Fire Fighters, Local 2299.

In the complaint docketed as Case 7542-U-88-1579, the employer alleged that the union had violated RCW 41.56.150(4), by improperly using comparisons of union-represented and exempt positions as "comparables" for purposes of interest arbitration purposes, and by changing its list of "comparables" before in interest arbitration. On December 21, 1988, the Executive Director dismissed that portion of the complaint dealing with "union vs. exempt" salary comparisons.

In the complaint docketed as Case 7543-U-88-1580, the employer alleged that the union further violated RCW 41.56.150(4), by escalating wage and vacation demands before the arbitrator.

A hearing was conducted on March 14, 1989, in Clarkston, Washington. At the outset of the hearing, the employer withdrew that portion of Case 7543-U-88-1580 alleging that the union escalated vacation leave demands. The parties submitted post-hearing briefs on April 28, 1989.

On May 11, 1989, the union filed a letter asking the Examiner to reject the employer's post-hearing brief, on the basis that it had been submitted by Roy Wesley, a witness in the instant proceedings. The processing of the case was temporarily suspended, and the employer was requested, by letter issued May 30, 1989, to respond to the motion. The employer responded in a timely manner. Having considered the positions of the parties, the Examiner denied the union's motion by letter issued June 22, 1989.[1] The processing of the case on the merits was thereupon resumed.

BACKGROUND

The City of Clarkston is located in the southeastern corner of Washington. Among other municipal services, the employer provides fire suppression and inspection operations through its fire department. International Association of Fire Fighters, Local 2299, represents a bargaining unit of approximately 10 full-time firefighters employed in the Clarkston Fire Department. The parties' bargaining relationship pre-dates 1987.

Events leading to the instant unfair labor practice complaints can be traced to negotiations for a successor collective bargaining

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[1] In addition to its brief, the employer had submitted an unsolicited document titled "City's Post Hearing Exhibit No. 1". The document was not submitted as an exhibit at the hearing, and is not part of the record. Accordingly, the document will not be considered in the resolution of the instant unfair labor practice complaints.

agreement in 1987. Negotiations began on May 7, when the parties discussed several preliminary matters, including ground rules for further bargaining. The parties did not finalize all ground rules at that time, agreeing that further rules could be added later.

The parties next met on June 2, 1987. The employer asked the union to present its wage proposal,[2] but the union stated that it could not do so, because it was waiting for cost of living information. The record indicates that the employer was also waiting for additional salary data, and did not believe it was prepared to make a wage offer. The record further indicates that the union suggested that wage proposals should be made simultaneously by the parties, and that the employer rejected such an approach. While wage issues were not discussed at that meeting, the parties negotiated a number of non-economic issues, and reached tentative agreement on several contract articles.

Further negotiations were held on July 13, 1987. The employer again asked the union to present its wage proposal. Once again, the union was not prepared to make a proposal, and asked for a simultaneous exchange of wage proposals. The employer declined to follow the simultaneous exchange approach, and did not make a wage offer at that meeting. The parties continued the meeting with negotiations on non-economic issues, and the employer did not otherwise object to the absence of a union wage proposal during the course of that meeting.

At the next negotiation meeting, held on August 17, 1987, the union presented a wage proposal reflecting a 25% increase in base wages. The union had decided that such an increase was appropriate after it studied a salary survey prepared for City of Clarkston manage-

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[2] Traditionally, the union made the initial wage demand, and the employer made wage offers in response to the union's bargaining position.

ment positions. The union believed that the same factors should apply to the bargaining unit's wage structure, and asked for the same salary increase that the study had recommended for management personnel. The employer rejected the union's demand, and proposed a 3.8% salary increase.

The parties met again on September 16, 1987, but did not discuss the wage issue.

The wage issue was raised when negotiations continued on October 15, 1987. During the course of that meeting, the union presented salary data using the cities of Cheney, Bonney Lake, Chehalis, Toppenish and Issaquah as its "comparables". The record indicates that those cities were used by the employer in the preparation of its management salary survey, and that the data supported the union's 25% wage demand. The employer continued to offer a 3.8% salary increase. The employer did not provide a list of comparable jurisdictions in support of its salary proposal.

Given the lack of progress in negotiations, the parties requested mediation. Mediation began in December, 1987. Danny Downs, a regional representative for the International Association of Fire Fighters, joined the negotiations on behalf of the union when mediation commenced. At a mediation session held on December 21, 1987, the union modified its wage proposal, now asking for a three-year contract with annual 6.6% salary increases. Downs testified that the modified wage offer was made in light of a change in statutory criteria for "comparability" in uniformed employees' collective bargaining.[3] After analyzing the new statutory criteria, the union believed that it had to change its list of comparable jurisdictions, and that the appropriate set of com-

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[3] Downs explained that the applicable statute, RCW 41.56-.460, was amended on July 1, 1987, to change the manner in which comparisons between employers could be made.

parable jurisdictions then consisted of: Kitsap County Fire District No. 1; Pierce County Fire District No. 7; Pierce County Fire District No. 10; Snohomish County Fire District No. 4; Snohomish County Fire District No. 7; the City of Mountlake Terrace; the City of Chehalis; the City of Moses Lake; the City of Pullman; the City of Raymond; and the City of Clarkston. While the union's December 21, 1987 offer was based upon the new set of comparable jurisdictions, Downs testified that he did not inform the employer of the new comparables when the offer was made. The employer maintained its 3.8% offer.

The parties had one more mediation session thereafter, but agreement could not be reached. On March 25, 1988, the matter was certified for interest arbitration in City of Clarkston, Case 7263-I-88-172. The following issues were listed for consideration by the interest arbitration panel:

* Wages
* Duration
* Overtime and Callback Pay
* Sick Leave Cashout
* Vacation
* Grievance Procedure
* City Security

The parties selected Arbitrator Timothy D. W. Williams to serve as the neutral chairman of the interest arbitration panel. On May 5, 1988, the parties sent a letter to Williams, submitting their respective positions on open issues. The union submitted a wage proposal in the alternative: (1) A 32.63% increase for calendar year 1988, or (2) A 25% increase for calendar year 1988 together with a 7.63% increase for calendar year 1989. The employer continued to propose a 3.8% increase for 1988 only.

At an unspecified time prior to the interest arbitration hearing, the union modified its wage proposal, then seeking a 25% wage

increase for 1988 together with an increase for 1989 computed at 100% of the May-to-May cost of living index, with a minimum guarantee of 4% and a maximum of 10%.

The interest arbitration hearing was conducted on August 12, 1988. At the hearing, the city presented its list of comparable jurisdictions for the first time. The union presented the list of comparable jurisdictions which it used in making its December 21, 1987 wage proposal. The employer had not seen the union's list of comparable jurisdictions prior to the arbitration hearing. The union's list of comparables supported the union's 32.63% wage demand, and was relied upon by the union before the interest arbitration panel, even after the union had reduced its wage demand to the 25% level.

The employer filed these unfair labor practice complaints on August 25, 1988. While these complaints are being litigated, the interest arbitration process has been suspended as to the issues affected by these proceedings.

POSITIONS OF THE PARTIES

The employer argues that the union committed several violations of RCW 41.56.150(4) by: (1) Refusing to make its original salary demand until the parties' third negotiating session; (2) attempting to have the parties abandon their traditional bargaining procedure, by requesting simultaneous exchange of salary offers; (3) escalating its bargaining demands in interest arbitration; and (4) changing its list of comparable jurisdictions presented to the interest arbitration panel, thereby prejudicing the employer's case before the arbitrator. The employer contends that the union's actions demonstrated a fixed and unyielding position on salary increases, and that the late escalation of wage demands was

evidence that the union did not bargain in good faith. As a remedy, the employer asks that the union be ordered to cease and desist from its illegal activity, and to return to the list of comparables used in negotiations and in mediation.

The union denies that any unfair labor practice can be found from the facts presented. It argues that presentation of its wage proposal at the parties' third meeting was only a minor delay which did not inhibit the bargaining process. Turning to the allegations arising from the interest arbitration proceeding, the union contends that the Commission does not have jurisdiction to address issues which may arise in interest arbitration. The union argues that the interest arbitrator is free to fashion an appropriate award based upon the facts presented and, accordingly, that the union could have made a higher wage proposal since the arbitrator had ultimate authority to determine whether such an increase was reasonable. Alternatively, the union maintains that withdrawal of the higher wage request renders that issue moot. The union further argues that the changed list of comparables did not violate the union's duty to bargain. The union maintains that the employer filed the instant unfair labor practice complaints merely to delay the interest arbitration proceedings, and that the employer is thereby misusing the collective bargaining process, and should be required to pay the union its costs in defending against the unfair labor practice charges.

DISCUSSION

The employer has presented two theories. First, the employer challenges the union's bargaining tactics concerning the making of a wage proposal. Second, the employer takes exception to the union's conduct before the interest arbitrator. The following analysis deals with each of the employer's theories independently.

Bargaining Conduct

RCW 41.56.030(4) defines "collective bargaining" as:

> [T]he 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 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.

The Commission has examined the collective bargaining process in a number of unfair labor practice cases. In determining whether a party has engaged in unlawful bargaining tactics, the "totality of circumstances" must be analyzed. City of Mercer Island, Decision 1457 (PECB, 1982); Walla Walla County, Decision 2932-A (PECB, 1988). In other words, the complaining party must prove that the respondent's total bargaining conduct demonstrated a refusal to bargain in good faith.

In this case, the record clearly indicates that the parties did not discuss wage issues until their third negotiating session. Apart from the delay in its initial wage proposal, the union suggested simultaneous exchange of wage proposals. While the union's approach appears to be different from the parties' tradition, the record does not support the employer's claim that an unfair labor practice was committed. The parties continued to negotiate on other items, and the employer has not established that the delay in negotiating wages caused any meaningful disruption in the overall bargaining process.

Interest Arbitration Conduct

At the conclusion of negotiations and mediation, the parties were unable to resolve their contractual differences, and they prepared to submit the remaining issues to interest arbitration under the statutory framework detailed in RCW 41.56.440, et seq. Of particular interest to the instant proceedings, RCW 41.56.460 sets forth the criteria that the interest arbitration panel must consider in fashioning an appropriate award:

> In making its determination, the panel shall be mindful of the legislative purpose enumerated in RCW 41.56.430[4] and as additional standards or guidelines to aid it in reaching a decision, it shall take into consideration the following factors:
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> (a) The constitutional and statutory authority of the employer;
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> (b) Stipulations of the parties;
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> (c)(i) For employees listed in RCW 41.56.030(6) (a) and (c), comparison of the wages, hours and conditions of employment of personnel involved in the proceedings with the wages, hours, and conditions of employment of like personnel of like employers of similar size on the west coast of the United States;
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> (ii) For employees listed in RCW 41.56-.030(6)(b), comparison of the wages, hours, and conditions of employment of personnel of public fire departments of similar size on the west coast of the United States. However, when an adequate number of comparable employers exists within the state of Washington, other west coast employers shall not be considered;[5]

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[4] Examiner's note: RCW 41.56.430 declares the intent of the legislature that there is a public policy against strikes by "uniformed employees", and that an alternative dispute resolution forum should exist.

[5] Examiner's note: RCW 41.56.030(6) was renumbered as RCW 41.56.030(7) by Chapter 135, Laws of 1987, section 2. New text of subsection (6)(b) and (c) referred to in this section was vetoed by the governor in Chapter 521, Laws of 1987.

> (d) The average consumer prices for goods and services, commonly known as the cost of living;
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> (e) Changes in any of the foregoing circumstances during the pendency of the proceedings; and
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> (f) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment.

It is important to understand that interest arbitration is part of Chapter 41.56 RCW, and of the collective bargaining process created by that statute. Interest arbitration is not a substitute for collective bargaining, but only, as clearly stated by the Legislature, a substitute for economic activities, such as strikes or lockouts. Moreover, the parties are directed to maintain existing wages, hours, and conditions of employment during the pendency of interest arbitration proceedings. RCW 41.56.470. Given this statutory directive, it must be assumed that the parties are to approach interest arbitration with the existing employment relationship well in mind, and with full knowledge of proposed changes to that relationship. Accordingly, as noted by the Examiner in City of Bellevue, Decision 3084 (PECB, 1989):

> Even after issues have been certified by the Executive Director for determination by the arbitration panel under RCW 41.56.450, the Commission will still provide mediation services upon request. Mediation is available to the parties until the selection of the neutral chairman of the interest arbitration panel is chosen. Even after the selection of the neutral chairman, the Commission continues to maintain jurisdiction over complaints of unfair labor practices occurring during the bargaining process. The Commission has processed such complaints which have arisen out of conduct at the interest arbitration hearing. City of Spokane, Decision 1133 (PECB, 1984). (emphasis supplied)

The Commission recently affirmed that holding in City of Bellevue, Decision 3084-A (PECB, 1989). Accordingly, if an impasse is reached between parties subject to the interest arbitration process, they fulfill their collective bargaining obligations while preparing and presenting their respective arguments to an impartial third party, rather than fulfilling the same obligations while preparing for or engaging in some form of economic (or, in the public sector, political) warfare.

The duty to bargain in good faith requires the production of information needed to understand the full impact of proposals concerning wages, hours, and conditions of employment. See, for example, Royal School District, Decision 1419-A (PECB, 1982), wherein the employer was found guilty of an unfair labor practice for failing to not inform the exclusive bargaining representative that acceptance of an employer offer would lead to the layoff of a substantial number of bargaining unit employees.

The flow of information between the parties must continue during the parties' preparations for interest arbitration. The Commission specifically examined the duty to provide information in the context of interest arbitration proceedings in City of Bellevue, supra, where it was the employer that refused to provide information concerning its list of comparable jurisdictions. As stated by the Examiner:

> The list of comparable employers which a party in negotiations is using, is not an attorney work product, as the city argues. The interpretation of the information received from the comparable employers might arguably be an attorney work product; but that was not what the union requested. As long as the union knows what "like employers" the city is using, the union can do its own research and make its own interpretation of the information it gathered.

Turning to the instant case, it is clear that the union changed its set of proposed comparables without notifying the employer. While the record indicates that the change was made in response to changes in RCW 41.56.460, the record is equally clear that the union never communicated its intentions to the employer. From that point forward, the bargaining process was certain to fall upon the troubles inherent in poor communications. The interest arbitration proceedings that followed were initiated under the cloud of a genuine misunderstanding about the union's wage proposal. Taken from the limited perspective left to it by the union's failure to communicate, the employer saw the union's new wage proposal as a serious escalation of bargaining demands. A timely and clear explanation of the union's change of direction could have mitigated the problem. Without such an explanation, the union's new wage proposal was, under the circumstances, inappropriate.[6]

Even after the union reduced its wage proposal to the maximum level it had sought in the preceding negotiations and mediation, it continued to rely on the set of comparables which had supported the higher demand. In its brief, the union argues that the interest arbitrator has authority to decide whether such information should be considered. If the union's argument is taken to its logical conclusion, however, either party could invent any type of proposal that it desired after it entered interest arbitration. Such a

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[6] In discussing the union's failure to be forthcoming with information about the basis for its wage proposal, the Examiner does not mean to condone the employer's actions. The employer did not present its list of comparables until the start of the interest arbitration hearing. The only difference is that the union was forced to operate in a vacuum, while the employer acted upon obsolete data. Examination of the Commission's docket records fails to disclose any unfair labor practice case filed by the union concerning the lack of comparability information from the employer during the negotiations at issue. In any case, a violation by one party does not justify or excuse a violation by the other party.

procedure can work two ways, both of which are detrimental to the "good faith" collective bargaining process. Thus, while a union could propose a much higher wage rate than was discussed in negotiations and mediation, the union's theory would also open the way for an employer to dramatically reduce its wage offer, or even to demand concessions in interest arbitration that had never been discussed at the bargaining table. Such consequences may occur in the negotiation of adversarial matters such as civil lawsuits on commercial contracts, where neither party is under a statutory duty to bargain in good faith. The interest arbitration process was designed, however, to be the final step in a collective bargaining process centered upon good faith, and a late escalation of demands by either party violates that duty.

Remedy

During the parties' bilateral negotiations and during mediation, the union led the employer to believe that the only comparables to be relied upon by the union for wage issues were those that had been revealed to the employer. To correct the unfair labor practice violation found in this matter, the union shall be ordered to cease and desist from reliance on different comparables, and to return to its original list, as well as to post appropriate notices. Further remedies are not warranted. It must be assumed that the delay in reaching closure on a bargaining process well over two years old should remind the parties of the consequences of such actions more than any remedy this Examiner could order.

FINDINGS OF FACT

1. The City of Clarkston is a municipal corporation of the State of Washington, and is a "public employer" within the meaning of RCW 41.56.030 (1).

2. International Association of Fire Fighters, Local 2299, is a "bargaining representative" within the meaning of RCW 41.56-.030(3).

3. The City of Clarkston has recognized Local 2299 as exclusive bargaining representative of a bargaining unit of firefighters employed by the City of Clarkston. The bargaining unit consists of approximately 10 employees who are "uniformed personnel" within the meaning of RCW 41.56.030(7) and eligible for interest arbitration pursuant to RCW 41.56.430 et seq. The bargaining relationship between the union and the employer pre-dates 1987.

4. Negotiations for a successor collective bargaining agreement began on May 7, 1987. The initial meeting dealt only with ground rules and other preliminary matters.

5. Negotiations continued on June 2, 1987. At that time, the employer asked the union to present its wage proposal, but the union was not prepared to do so. The union suggested simultaneous exchange of wage proposals, but the employer declined. Negotiations continued on other subjects.

6. Further negotiations took place on July 13, 1987. Once again, the union suggested simultaneous exchange of wage proposals, but the employer declined. Negotiations on other issues continued.

7. The union made its initial wage demand at a negotiations meeting held on August 17, 1987. The union sought a 25% base wage increase, relying upon a study commissioned by the employer to analyze management wages. The employer rejected the union's offer, and proposed a wage increase of 3.8%.

8. The wage issue was discussed again at a negotiation session held on October 15, 1987. The union at that time advised the employer that it was relying on the following jurisdictions as "comparables" in making its wage proposal: The cities of Cheney, Bonney Lake, Chehalis, Toppenish, and Issaquah. Those were the same jurisdictions used in the employer's "management salary study". The data drawn from those comparables supported the union's 25% wage increase demand.

9. The parties entered mediation in December, 1987. At a mediation meeting held on December 21, 1987, the union modified its wage proposal, now seeking a three-year contract with 6.6% annual increases.

10. In making its new wage proposal in December of 1987, the union acted on the basis of its understanding of modifications made to RCW 41.56.460, which sets forth standards for "comparability". The union had developed a new list of comparable jurisdictions, consisting of: Kitsap County Fire District No. 1; Pierce County Fire District No. 7; Pierce County Fire District No. 10; Snohomish County Fire District No. 4; Snohomish County Fire District No. 7; the City of Mountlake Terrace; the City of Chehalis; the City of Moses Lake; the City of Pullman; and the City of Raymond. The union did not inform the employer of the changed basis for its wage offer, or of the new set of comparable jurisdictions being relied upon by the union.

11. The parties were unable to resolve their differences in mediation, and interest arbitration proceedings were commenced pursuant to RCW 41.56.450.

12. Arbitrator Timothy D. Williams was selected to serve as the neutral chairman of the interest arbitration panel. On May

5, 1988, the parties submitted their respective positions on the issues certified for interest arbitration. The union further escalated its wage demand, then seeking a 32.63% increase for 1988. In the alternative, the union sought a 32.63% increase package over two years, consisting of a 25% increase in 1988 and a 7.63% increase in 1989. The employer continued to propose a 3.8% increase for 1988, and the parties did not reach agreement on the matter.

13. The union did not inform the employer prior to the interest arbitration hearing that it was relying on a modified list of comparable jurisdictions.

14. Prior to the start of the arbitration hearing on August 12, 1988, the union withdrew its 32.63% wage demand for 1988, and substituted a demand for a two-year wage increase package consisting of a 25% increase in 1988 and an increase for 1989 computed on the basis of 100% of the May-to-May increase in the cost of living index, with a minimum guarantee of a 4% increase and a maximum increase of 10%. The union continued to rely, however, on the modified list of comparable jurisdictions on which the 32.63% wage position was based. The employer filed unfair labor practice complaints on August 25, 1988, and the interest arbitration procedure has been suspended as to those subjects currently being litigated.

CONCLUSIONS OF LAW

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

2. By delaying the initial presentation of its wage proposal and requesting a change of procedure, as described in paragraphs

5, 6 and 7 of the foregoing findings of fact, International Association of Fire Fighters, Local 2299, has not committed unfair labor practices under RCW 41.56.150(4).

3. By escalating its demands in bargaining while failing to disclose the changed basis for its wage proposals and the changed list of comparables being relied upon, and by continuing to rely upon the changed list of comparables in interest arbitration, as described in paragraphs 9, 10, 12, 13, and 14 of the foregoing findings of fact, International Association of Fire Fighters, Local 2299, has failed and refused to bargain in good faith, and has committed unfair labor practices in violation of RCW 41.56.150 (4) and (1).

ORDER

Pursuant to RCW 41.56.160 of the Public Employees' Collective Bargaining Act, it is ordered that International Association of Firefighters, Local 2299, its officers and agents immediately:

1. Cease and desist from:

   a. Refusing to bargain with the City of Clarkston in good faith concerning wage increases.

   b. Failing to fully communicate the basis for the wage demands made in bargaining, including the standards and comparable jurisdictions being relied upon.

   c. Relying in interest arbitration upon a set of comparable jurisdictions different from those announced to the employer during negotiations and mediation.

2. Take the following affirmative actions to remedy the unfair labor practices and effectuate the purposes of Chapter 41.56 RCW:

   a. Upon request, bargain collectively with the City of Clarkston concerning wage increases for 1988.

   b. Withdraw the set of comparables relied upon since December 21, 1987, and rely in the currently pending interest arbitration proceedings only upon the set of comparable jurisdictions announced to the employer during the negotiations for a successor collective bargaining agreement for 1988 and/or 1989.

   c. Post, in conspicuous places, on the employer's premises where notices to employees are customarily posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of International Association of Firefighters, Local 2299, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the union to ensure that said notices are not removed, altered, defaced, or covered by other material.

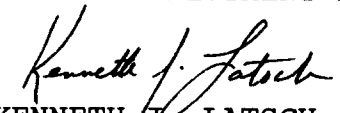
   d. Notify the complainant, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the complainant with a signed copy of the notice required by this Order.

   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 this Order.

DATED at Olympia, Washington, this 11th day of July, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



KENNETH J. LATSCH, 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

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION HAS HELD A HEARING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE. THE COMMISSION HAS FOUND THAT WE VIOLATED THE PUBLIC EMPLOYEES' COLLECTIVE BARGAINING ACT (CHAPTER 41.56 RCW) AND HAS ORDERED US TO POST THIS NOTICE.

WE WILL NOT refuse to bargain in good faith with the City of Clarkston concerning wages, hours and conditions of employment.

WE WILL withdraw the altered set of comparable jurisdictions relied upon in interest arbitration before Arbitrator Timothy D. Williams, and will return to the set of comparables used during the initial negotiation process.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 2299

By:_____
Authorized Representative

DATED:_____

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 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.