

STATE OF WASHINGTON
BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

JOHN ZAFIROPOULOS,)	
)	
Complainant,)	CASE NO. 6929-U-87-1406
)	
vs.)	DECISION 2746-A - PECB
)	
AMALGAMATED TRANSIT UNION,)	
LOCAL 587,)	
)	
Respondent.)	
_____)	
MUNICIPALITY OF METROPOLITAN)	
SEATTLE,)	
)	
Complainant,)	CASE NO. 6988-U-87-1421
)	
vs.)	DECISION 3151 - PECB
)	
AMALGAMATED TRANSIT UNION,)	CONSOLIDATED FINDINGS OF
LOCAL 587,)	FACT, CONCLUSIONS OF LAW
)	AND ORDER
Respondent.)	
_____)	

John Zafiroopoulos appeared pro se.

Julie L. Kebler, Attorney at Law, and David Regnier, Attorney at Law, appeared on behalf of the Municipality of Metropolitan Seattle.

Frank and Rosen, by Jon H. Rosen, Attorney at Law, appeared on behalf of Amalgamated Transit Union, Local 587.

A lengthy and complicated procedural framework underlies the present posture of these consolidated cases.

On July 6, 1987, John Zafiroopoulos, a part-time bus driver employed by the Municipality of Metropolitan Seattle (METRO)

and a member in good standing of Amalgamated Transit Union, Local 587 (ATU), filed a complaint charging unfair labor practices with the Public Employment Relations Commission. In essence, Zafiropoulos alleged that the ATU violated RCW 41.56.150(1) and (2), by unilaterally denying him the right to bid for certain route assignments.

On August 14, 1987, the Executive Director issued a Preliminary Ruling pursuant to WAC 391-45-110, finding that the complaint did not state a cause of action that could be addressed by the Commission.¹ The complainant was allowed 14 days to amend the complaint or it would be dismissed.

On August 21, 1987, METRO filed a complaint charging unfair labor practices, alleging that the ATU had violated RCW 41.56.150(1) and (4). In the context of the employer's charges, no action was taken on dismissal of the charges filed by Zafiropoulos.

On January 19, 1988, the Executive Director reviewed METRO's complaint pursuant to WAC 391-45-110, and determined that it was at least arguable that the ATU made a unilateral change in violation of RCW 41.56.150(4), as alleged by METRO. The letter stated, in part:

... the situation appears to be one of first impression before the Public Employment Relations Commission. Although the precise legal theory for finding a violation is somewhat unclear, it appears that the disposition of the dispute would be benefited by having a full evidentiary record and fully developed legal arguments from the parties.

¹ METRO (Amalgamated Transit Union, Local 587), Decision 2746 (PECB, 1987).

The letter went on to assign the case to the undersigned Examiner for further proceedings.

On February 8, 1988, notices were issued, consolidating the cases and specifying that the respondent union was to serve its answer on each of the complainants on or before March 7, 1988.

No answer was served by March 7, 1988, and, on March 16, 1988, METRO moved for sanctions against the ATU for failure to file an answer.

On March 18, 1988, the ATU filed answers to both complaints, citing out-of-state travel commitments of the ATU's legal representative as the reason for the late filing.

On March 28, 1988, METRO filed a motion to amend its complaint to include an allegation that the ATU also violated RCW 41.56.150(2), by engaging in the conduct described in the earlier unfair labor practice complaint.

The hearing commenced on the complaints on March 29, 1988, in Seattle, Washington, before Examiner Katrina I. Boedecker. At the outset of the hearing, METRO proposed to withdraw its motion for sanctions if the ATU would not object to METRO's motion to amend its complaint. The ATU declined. METRO next argued that the late-filed answer prompted further investigation, and that the additional inquiry revealed evidence of an added violation which prompted the motion to amend. The motion for sanctions was denied, and the motion to amend the complaint was granted.

Thereafter, the ATU moved to amend its answer to admit all of the facts in Zafiroopoulos' Statement of Facts, as well as paragraphs 1 through 9 of METRO's Statement of Facts. The Examiner

ruled that the remaining paragraphs of METRO's Statement of Facts were legal conclusions, so that the ATU had admitted all of the facts alleged in the complaints. The hearing was recessed, over the objections of METRO, on the basis that there were no facts in dispute to be the subject of an evidentiary hearing. The parties were allowed to file written closing arguments on the legal issues.

On April 4, 1988, Zafiropoulos requested an additional hearing to be able to explain all the facts in his complaint. On April 12, 1988, METRO filed a Motion for Reconsideration of Denial of a Full Evidentiary Hearing. The request and the motion were denied on May 23, 1988, on the basis that there were no facts in dispute.

On May 31, 1988, METRO made a Motion to Amend/Supplement Complaint. On June 30, 1988, the Executive Director denied the motion, on the basis that it related to conduct beyond the six-month statute of limitations.

METRO and the union submitted briefs and reply briefs, the last of which was received on November 16, 1988.

BACKGROUND

The following is a summary of the allegations contained in the complaints, which the respondent union has admitted:

- * METRO employs over 1,100 employees in the classification of full-time transit operator, and over 800 employees in the classification of part-time transit operator. Both classifications are included in a bargaining unit covered by a collective bargaining agreement between METRO and the

ATU which was effective for the period November 1, 1984, through October 31, 1987.

- * Pursuant to the collective bargaining agreement, persons employed as part-time transit operators periodically are entitled to select from among the part-time assignments which METRO establishes. (Emphasis added) The ATU is responsible for ensuring that the established assignments are picked by the drivers according to seniority. This bid time is referred to as the part-time operator "shake-up". It occurs three times a year in conjunction with the full-time operator "shake-up". Basically, during a "shake-up" transit operators bid, according to seniority, for desired bus routes/work assignments. The labor agreement specifies that new part-time operators will be assigned to specific trippers by METRO until the next "shake-up", and that part-time drivers will not be allowed to work on Saturday, Sunday or holidays.
- * For the summer shake-up conducted in May, 1987, METRO determined that the assignments to be made available for part-time operators would include three assignments with scheduled ending times after 8:00 p.m.
- * ATU officials took the position that it was a violation of the labor contract for METRO to make assignments ending after 8:00 p.m. available to part-time operators.
- * METRO responded that the determination of the assignments was within its management rights to assign work to employees.

- * In support of its position regarding part-time operator assignments and other issues, ATU sent a letter "To All Local 587 Members" on April 30, 1987, which stated:

... Rumors continue to spread through out METRO regarding a possible wildcat work action. The purpose of this letter is to inform all Union members that no illegal work action is currently planned. ... Work to the rule. ... The reason rumors of wildcat work action are currently circulating is the fact that METRO has refused to honor the labor agreement in several areas and in other areas management has provided unique and new interpretations which are completely contrary to a decade of past practice. For example:

- ...
 - + After ten years of past practice, METRO has reinterpreted the labor agreement to allow part-time operators to work nights. Three "midnight trippers" which the Union would not allow part time operators to pick at shakeup have now been assigned to new hires.

- * On May 1, 1987, ATU officials directed a notice "To All First-line Supervisors" which stated, in part:

... Finally, transit management has decided that ten years of past practice can be completely ignored by assigning three new hire part-timers to "midnight trippers." ...

In the meantime, Union members have demanded that action be taken by the membership which delivers a message to METRO management. Beginning May 4, 1987, the same day that part-time operators will be assigned to night work, there will be a concerted effort to "work to rule." The Officers of Local 587 are acutely aware that the burden of this effort will fall on first-line supervisors.

You will no doubt be pressured by management to take extraordinary efforts to prevent any "work to rule" effort by your Union Brothers and Sisters. In addition, if this effort results in

a slow down or disruption of service to the public, you will again bear the brunt of management's push to return to normalcy while at the same time being burdened with possible disruptions in service.

You are the key to any effort by Union members to "work to rule" and the key to any effort by management to stop Union efforts. First-line Supervisors run METRO. Without the first-line Supervisors, service would be very seriously disrupted. Please stay in close contact with the Union office so that we will know what problems any membership campaign to "work to rule" is causing you.

- * On May 4, 1987, a notice entitled "WORK TO RULE" was signed by ATU officials which stated, in part:

... METRO management is refusing to honor our labor agreement in several areas,....

After ten years of past practice METRO has reinterpreted the labor agreement to force part-time operators to work nights. Effective Monday, May 4th, METRO has assigned three (3) part-time operators (one each at Central, East and South Bases) to work trippers that arrive into the base after 8:00 p.m. These are the same three trippers that the Union would not allow part-time operators to pick at the last shakeup.

...

The Union officers request that you continue this work-to-rule policy at least until the end of the current shakeup or until the three (3) part-time operators are removed from the "night trippers". ...

- * METRO did not delete the contested assignments.
- * Prior to the 1987 summer shake-up for part-time operators, a Preview Room was set up at Ryerson Operating Base for

the purpose of allowing the employees to review available part-time work assignments.

- * On May 11, 1987, at about 8:00 a.m., John Zafiropoulos went to the Preview Room for the purpose of studying available work assignments. Zafiropoulos observed three route assignments in which he was interested: 202/13, 253/21 and 71/57. All three trippers had ending times after 8:00 p.m. None of the assignments were crossed off, leading Zafiropoulos to believe he could have picked one of them because he was 77th in seniority.
- * On May 12, 1987, at approximately 1:00 p.m., Zafiropoulos went to the Preview Room again. All three of the assignments ending after 8:00 p.m. were available; none had been crossed off.
- * May 15, 1987, was the last day the Preview Room was to be open prior to the shake-up. Zafiropoulos went to the room to review the work assignments again, arriving a little before 4:00 p.m. for the Preview Room. The three of the assignments in which he was interested were still listed, with none of them being crossed off.
- * Part-time drivers were scheduled to bid on assignments on May 16-17 and 23-24, 1987. Zafiropoulos was scheduled to pick his work assignment at 10:28 a.m. on May 16, 1987, at the Ryerson Operating Base. He arrived between 9:45 a.m. and 10:00 a.m., and went to the East Operating Base pick board. He noticed that one of the subject assignments had not been picked, but had been crossed off. Upon further inspection, he found that the other two assignments he wanted were also crossed out before having been chosen by anyone.

- * Zafiropoulos then approached a union steward, Garth McCoy, to ask why the subject assignments had been eliminated. McCoy stated that the union president had come into the Shake-up Room before it opened and crossed them off. McCoy advised Zafiropoulos that the subject assignments were illegal, as far as the union was concerned, because they ended after 8:00 p.m. McCoy asserted that the union can cross assignments off as it sees fit.
- * Zafiropoulos then asked David Madigman, Assistant Shake-up Coordinator, what was happening. Madigman informed Zafiropoulos that the union had crossed off these METRO assignments at the previous shake-up, also.
- * On Monday, May 18, 1987, between 9:00 a.m. and 9:30 a.m., Zafiropoulos spoke by telephone with ATU Local 587 President Dan Linville. Linville stated that it was he who had crossed the subject assignments off, and that it was the union's right to cross off any routes that it feels are illegal. Zafiropoulos requested a letter of explanation from Linville.
- * On June 3, 1987, Zafiropoulos again phoned the union office to speak with Linville regarding the status of the requested letter. Linville was not present, so Zafiropoulos spoke with Vice-President John Grendahl instead. Grendahl explained that the union had held a meeting in May, at which it was agreed to eliminate the subject assignments. He further stated that if Zafiropoulos was not there, then that was too bad.
- * Zafiropoulos attempted to contact Linville again on June 9, 1987. Zafiropoulos again spoke with Grendahl, who informed him that a message would be left for Linville to

send the requested letter. They again talked about the union president crossing off the subject assignments; Grendahl told Zafiropoulos that if he did not like the union's procedures he should "hire a lawyer and take us to court."

- * Following his conversation with Grendahl, Zafiropoulos telephoned the National Labor Relations Board (NLRB). He was informed that the Public Employment Relations Commission (PERC), not the NLRB, has jurisdiction over METRO employees.
- * During a conversation with a Commission staff member, it was arranged that Zafiropoulos would receive unfair labor practice complaint forms.
- * On June 10, 1987, Zafiropoulos again requested a letter of explanation from Linville. Linville wrote one that day.²
- * On June 11, 1987, Zafiropoulos spoke with Shop Steward Harvey Johnson about the crossed off assignments. Johnson advised Zafiropoulos that: "if I didn't like things, that I should get an attorney and sue the union."
- * The subject assignments were subsequently assigned to new part-time drivers with less seniority than Zafiropoulos.
- * For the autumn 1987 shake-up, METRO determined that the assignments would include five assignments for part-time operators which were scheduled to end after 8:00 p.m. The part-time operators were allowed to review assignments

² The letter is not in evidence.

between August 3 and 7, 1987, and were scheduled to bid for assignments August 8-9 and 15-16, 1987.

- * Prior to the beginning of the August selection process, Jim Patrick, METRO's Manager of Base Operations, wrote Linville, advising him that it was METRO's position that the collective bargaining agreement did not prohibit assignment of evening trippers to part-time employees. Further Patrick related that any act by the union to cause the "after eight" assignments to be stricken or otherwise deleted from the list would be regarded as an unfair labor practice.

- * During the autumn shake-up, union officials again crossed off any assignments which ended after 8:00 p.m. which were listed on assignment sheets posted at METRO bases and in the sign-up room for operators to inspect. When METRO replaced the altered copies with clean copies, union officials again crossed out the "after eight" assignments. As a result, part-time operators were prevented by the union from selecting the METRO-established assignments during the pick process which was conducted in August 1987.

POSITIONS OF THE PARTIES

Zafiropoulos argues that he has a right to choose the assignments in question and that by denying him that opportunity, the union is interfering with, restraining and coercing him in the exercise of his rights guaranteed in the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW. Furthermore, he submits that the union has induced the employer to commit an unfair labor practice.

METRO asserts that it had been the status quo for the employer to establish the work assignments. It argues that the union never gave the employer advance notice of, and an opportunity to bargain, the proposed change to the status quo. Thus, METRO reasons that the union unilaterally modified a term or condition of employment without bargaining when union officials altered the work assignments. The employer argues that by crossing out the "after eight" assignments and by trying to initiate a "work to rule" work action, the union breached the duty of fair representation which it owed to Zafiropoulos, and violated his right to refrain from engaging in concerted activity being promoted by the union. The employer alleges that the union violated RCW 41.56.150(1), (2) and (4).

The union advances that PERC has no jurisdiction to resolve this dispute; that the Commission should defer the matter to the grievance arbitration process; and that there has been no breach of its duty of fair representation toward Zafiropoulos. The union asserts that the Executive Director initially dismissed Zafiropoulos' complaint pending amendment and that the complainant did not amend, so the dismissal should be entered into the record. As to the employer's allegations, the union argues that METRO has no standing to allege that the union has interfered with the rights of its employees.

The union submits that these disputes are moot. It claims that Zafiropoulos was placed on one of his desired assignments as the result of a grievance and that the union and METRO bargained to a good faith resolution of the disputed language during contract negotiations for the succeeding collective bargaining agreement.

DISCUSSIONJurisdiction

The Commission normally defers to arbitration, unfair labor practice charges of the "unilateral change -- refusal to bargain" type. Stevens County, Decision 2602 (PECB, 1987). However, if the alleged "unilateral change" action is neither arguably protected nor prohibited by the contract, deferral is not appropriate. City of Spokane, Decision 2398 (PECB, 1986).

In the instant matter, the position of complainant Zafiropoulos is in opposition to that of the union. It is reasonable to conclude that the union would not champion Zafiropoulos' claims in a grievance arbitration. Deferral would not resolve Zafiropoulos' allegations. Additionally, the Commission does not defer "interference" or "inducement" allegations to grievance arbitration since these are statutory violations, not regulated by a collective bargaining agreement.

The complainants' unfair labor practice charges are properly before the Examiner. The complaints will not be deferred to the grievance arbitration process.

Mootness

There is no stipulated evidence in the record that these complaints have been settled. Even if there was, resolving a question of contract interpretation does not automatically conclude an allegation of a statutory violation. It is the complainants' right in this matter to have a ruling made on their charges of unfair labor practices.

Refusal to bargain allegation

Neither party to a collective bargaining relationship can make unilateral changes to the status quo of a mandatory subject of bargaining, without first giving notice to the other party and, upon request, participating in good faith bargaining. City of Seattle, Decision 651 (PECB, 1979). The complainant has the burden of establishing the elements of an unfair labor practice, including what was the status quo.³

In the present situation, the union stipulated that the labor agreement allowed METRO to determine what assignments were to be made available for part-time operators. The union also stipulated that it was the union's position that it was a violation of the contract for METRO to make assignments ending after 8:00 p.m. available to part-time operators. The union claimed, and the employer disputed, that there was a ten year history of past practice wherein METRO did not allow part-time operators to bid on night trippers.

Of the three above stipulations, only one is a stipulation of fact: METRO could determine what assignments were to be made available for part-time operators. The other two stipulations are to the opinions held by the union. These opinions fall short of establishing facts. The union did not bring forth any affirmative defenses which would validate, by facts, that the status quo was other than having METRO establish the work assignments.

Shift schedules and work assignments are mandatory subjects of bargaining. Seattle School District, Decision 2079-B (1986); Morton General Hospital, Decision 2217 (1985). Thus, the

³ WAC 391-45-270.

subject of the alleged unilateral change was one that fell into the mandatory bargaining arena.

It was stipulated that union President Linville, crossed off the subject assignments from the summer and autumn shake-up lists. There was no proof from the union that it had given notice to the employer that the union wanted to affect this change. When a unilateral change in a mandatory bargaining subject is presented as a fait accompli, there is no need for the recipient party to request bargaining. The party's failure to request bargaining will not be deemed a waiver. City of Tukwila, Decision 2434-A (PECB, 1987).

All of the elements are present and proven by the complainant employer that the union refused to bargain which is an unfair labor practice according to RCW 41.56.150(4).

Interference allegations

Zafiropoulos had no place to turn to be protected from interference, restraint or coercion of his rights under the Public Employees' Collective Bargaining Act (Chapter 41.56 RCW).

The employer had relinquished control of the assignment of the routes it established to the union. Zafiropoulos could not turn to the union to grieve that the employer was violating his seniority where the union's position and actions were the source of his grievance.

The union claims that the "crossing out actions" were merely "self-help" actions by the union to maintain the status quo. The procedure for challenge recognized by labor arbitrators is, however, for employees to "obey and grieve" when faced with an employer order which they believe to be contrary to the

collective bargaining agreement. Self-help is frowned upon. Elkouri, Frank and Elkouri, Edna Asper, How Arbitration Works, Fourth Edition, (Washington, D.C.: Bureau of National Affairs) 1985. Page 199 and citations contained therein.

Here, an individual employee, Zafiropoulos, appears to have been prepared to work the assignment as set forth by METRO, but was prevented from doing so by the actions of union officials. Zafiropoulos was ready, willing and able to perform a work assignment designated by the employer. By eliminating the questioned assignments, the union was prejudicing Zafiropoulos' right to perform the work of the employer. Such interference is deemed to be an unfair labor practice by RCW 41.56.150(1).

Inducement Allegations

To induce the employer to commit an unfair labor practice, a union must be requesting that the employer do something illegal. For example, a union cannot demand of an employer that it discharge an employee for non-payment of a union political action fee, or because of the employee's race, sex, religion, or national origin.

In the present case, the union was seeking limits on assignments which were made available to part-time drivers. At the bargaining table, the employer could legally agree to restrict part-time drivers shifts. The mere designation of "part-time" status does not bring an employee into a classification protected from invidious discrimination.

Since the employer ultimately could have legally agreed to what the union was seeking, the union was not asking the employer to commit an illegal act. Thus, the union did not induce the

employer to commit a derivative unfair labor practice of interfering with Zafiropoulos' rights under RCW 41.56.150(2).

Breach of Duty of Fair Representation

Both the employer and the union devoted a substantial amount of their legal argument analyzing whether there had been a breach of duty of fair representation by the union. An allegation of a breach of duty was not specifically sent to hearing under WAC 391-45-110. However, the union did stipulate to all of the allegations in Zafiropoulos' complaint. Zafiropoulos filed and appeared without benefit of legal counsel.

The Commission is sensitive not to exalt form over substance. Zafiropoulos alleged in his complainant: "I feel that I am getting shafted by the union and firmly believe that I have a right to pick these assignments and the union did not give me that opportunity." As above, this statement reflects an opinion; it does not establish facts.

The duty of fair representation is breached if the union's conduct toward one of its members is arbitrary. City of Redmond, Decision 886 (PECB, 1980). While affirming that a union must avoid arbitrary conduct, the Court of Appeals has held that the union's support of the desires of the majority of its members over the wishes of a minority of its members does not constitute a breach. Allen v. Seattle Police Officers' Guild, 32 Wn.App 56 (1982). The record does not support a finding that Zafiropoulos was singled out and treated differently than other members of the bargaining unit. The crossing off of the evening assignments affected all the part-time drivers.

There are no facts to support an allegation of a breach of duty of fair representation. Therefore, the employer's standing to raise such a question -- which the union strongly opposed -- need not be addressed.

REMEDY

In his complaint filed in July, 1987, Zafiropoulos requested the following remedy:

Would like to void this last shake up bid that the part timers picked on 5-16-87 and all part time drivers re-pick according to the national agreement. If not, I would like to be compensated (sic) 1 1/2 hours of pay a day until the end of this shake up 9-12-87.

As its requested remedy, the complainant METRO proposed a cease and desist order be posted at all METRO work sites.

The Examiner is not persuaded that re-bidding assignments that are more than a year and a half old, and which can have theoretically changed at least five times since, would reasonably effectuate the policies of the Act.

A cease and desist order barring the union in the future from unilaterally changing employer-determined work assignments, would be a useful remedy. As would requiring the union to post notice in appropriate places.

To the extent that Zafiropoulos can prove that he would have driven more hours in the 1987 spring shake-up, had he been awarded an evening assignment based on his seniority, the union must reimburse him at his appropriate hourly rate. The above

requirement applies to any of the shake-ups since spring 1987. The respondent union must pay interest on any monies owing in accordance with WAC 391-45-410(3).

FINDINGS OF FACT

1. The Municipality of Metropolitan Seattle (METRO), located in Seattle, Washington, is a "public employer" within the meaning of RCW 41.56.030(1).
2. The Amalgamated Transit Union, Local 587 (ATU), is a "bargaining representative" within the meaning of RCW 41.56.030(3), and is the certified exclusive bargaining representative of a bargaining unit which includes full-time and part-time transit operators.
3. John Zafiroopoulos is a public employee within the meaning of RCW 41.56.030(2). He is employed by METRO as a part-time transit operator. He is in the bargaining unit represented by the ATU.
4. METRO and the ATU had a collective bargaining agreement effective November 1, 1984, through October 31, 1987. The agreement called for the employer to establish the bus routes/work assignments. Three times a year, part-time drivers are allowed to bid, according to seniority, on the designated work assignments. Newly hired part-time drivers are assigned by METRO to specific routes until the next bid time.
5. During April and May, 1987, ATU officials sponsored a concerted effort to have members of the bargaining unit "work to rule". The action was partly in protest over

METRO designating three work assignments for part-time drivers to end after 8:00 p.m. for the summer bidding.

6. During the summer 1987 bid process the union president deleted any assignment that ended after 8:00 p.m. from the part-time drivers' bid sheets. The employer received no notice that such action was being contemplated.
7. Zafiropoulos had intended to bid on one of the evening assignments. With his seniority ranking, there was a good chance he would have received the assignment. By deleting the assignments from the bid sheets, the union denied Zafiropoulos' opportunity to bid on his desired route. The evening routes were subsequently assigned by METRO to newly hired part-time drivers who had less seniority than Zafiropoulos.
8. During the autumn 1987 bid process, ATU officials again deleted any assignment designated by the employer to end after 8:00 p.m. from the part-time drivers' bid sheets. Zafiropoulos continued to want an evening assignment.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to RCW 41.56.
2. The complainant, Zafiropoulos, has met his burden of proof to show that the ATU, by its actions described in Findings of Fact 6 and 8 above, has interfered with, restrained or coerced the complainant's rights guaranteed by the Act. Such action constitutes an unfair labor practice as delineated in RCW 41.56.150(1).

3. The complainant, METRO, has met its burden of proof to show that the ATU unilaterally changed a mandatory subject of bargaining without notice to the employer and without bargaining in good faith. Such action constitutes an unfair labor practice of refusal to bargain as delineated in RCW 41.56.150(4).
4. The ATU did not breach its duty of fair representation toward the complainant Zafiroopoulos.
5. The ATU did not induce METRO to commit an unfair labor practice.

Based on the allegations of fact and attachments in the complaints which were stipulated to by the respondent at the hearing, the legal arguments of the parties and the record as a whole, it is:

ORDERED

To remedy the unfair labor practice violations committed, it is ordered that the Amalgamated Transit Union Local 257, its officers, elected officials, and agents, shall immediately:

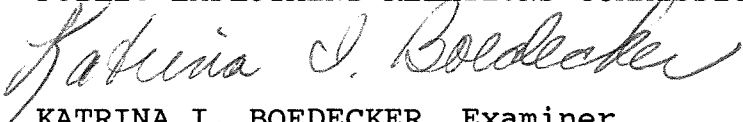
- A. Cease and desist from:
 - i. Crossing out assignments that end after 8:00 p.m. which METRO has established for the part-time drivers to bid for during "shake-up" periods;
 - ii. Refusing to bargain with METRO in any other manner;

- iii. Unilaterally preventing John Zafiropoulos, or other public employees, from performing assignments offered by the employer;
 - iv. Interfering with, restraining or coercing its bargaining unit members in any other manner in the free exercise of their rights guaranteed them by the Act.
- B. Take the following affirmative actions to remedy the unfair labor practices and effectuate the purposes and policies of Chapter 41.56 RCW:
- i. Make whole John Zafiropoulos in the manner prescribed in the section herein entitled "Remedy";
 - ii. Post, in conspicuous places on the employer's premises where notices to its bargaining unit members are customarily posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of the Amalgamated Transit Union, Local 257, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the Amalgamated Transit Union, Local 257 and by METRO to ensure that said notices are not removed, altered, defaced, or covered by other material.
 - iii. Notify METRO, 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 METRO with a signed copy of the notice required by this Order.

- iv. Notify John Zafiropoulos, 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 John Zafiropoulos with a signed copy of the notice required by this Order.
- v. 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.

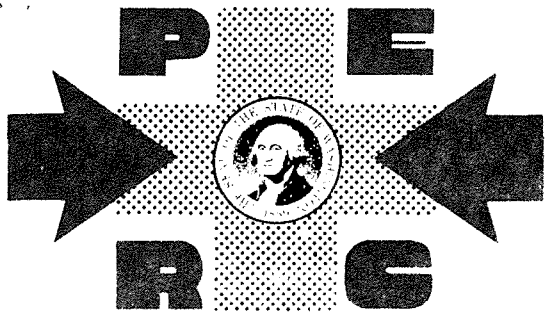
DATED at Olympia, Washington, this 6th day of March, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



KATRINA I. BOEDECKER, Examiner

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



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION HAS HELD A HEARING AT WHICH WE, THE UNION, AGREED WITH METRO AND JOHN ZAFIROPOULOS THAT ALL THE FACTS THEY CLAIMED AGAINST US WERE TRUE. 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 cross out trippers which METRO has posted for the part-time drivers to bid on during "shake-up" times.

WE WILL NOT refuse to bargain with METRO in any other manner.

WE WILL NOT deny John Zafiropoulos, or any other public employee, the opportunity to perform work assignments offered by METRO.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce employees in the exercise of rights guaranteed them by the Public Employees' Collective Bargaining Act.

WE WILL pay back wages, with interest, to John Zafiropoulos for any extra hours he would have driven if he had been allowed to bid on "after 8:00 p.m. trippers".

AMALGAMATED TRANSIT UNION, LOCAL 587

By: _____
Authorized Representative

Dated _____

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone (206) 754-3444.