STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CITY OF PASCO,	)	
Complainant,	)	CASE 8521-U-90-1841
vs.	)	DECISION 3582 - PECB
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1433,	)	DECISION ON SUMMARY JUDGMENT
Respondent.	)	

Greg A. Rubstello, City Attorney, appeared on behalf of the employer.

Critchlow, Williams & Schuster, by Alex Skalbania, Attorney at Law, appeared on behalf of the union.

The complaint charging unfair labor practices was filed in the above-entitled matter on March 30, 1990. The matter is now before the Executive Director for a preliminary ruling pursuant to WAC 391-45-110, and for consideration of cross-motions for summary judgment.

The Allegations and Procedural Background

In essence, the employer alleges that the union has committed a "refusal to bargain" unfair labor practice by insisting to impasse upon continuation of contract language affording the union certain employer-paid leave for unlimited "union business" purposes. The disputed language is:

> Any employee elected or appointed to a Union position which occasionally requires his absence, may, upon request of the Union, receive leave of absence for such activity.

> It is agreed that any employee exercising this leave of absence will be permitted to arrange for qualified replacements at no costs to the City; except that up to ninety-six (96) hours per year for the total Union Membership for conduct of Union business will be allowed by the City without requiring such replacement, without loss of pay. An employee requesting a leave of absence under this Article shall furnish the Fire Chief with written notice from the Union President why the employees absence is required to attend the Union function. [Emphasis supplied by complainant.]

The employer cited "union meetings and conventions at the local, state and international level" as impermissible uses of employer-paid leave time. Among the remedies requested, the employer asserted that the "union leave" issue should be removed from the list of issues certified for interest arbitration.[1]

The employer filed a motion for summary judgment on May 8, 1990. A supporting affidavit indicates that the employer communicated its "non-mandatory" assertion to the union during the course of collective bargaining between the parties.

The union filed a written response on June 22, 1990. An affidavit supplied in support of that response acknowledges the union's support for the disputed contract language, and acknowledges its use of the employer-paid leave time for attendance at various state-wide union meetings. Citing the history of the disputed language and the decision of the Supreme Court in State v. Northshore School District, 99 Wn.2d 232 (1983), the union nevertheless asserted that the issue was properly before the interest arbitration panel.

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1 The docket records of the Commission disclose that contract negotiations between the parties were mediated in Case 8241-M-89-3215, and a list of issues was certified for interest arbitration pursuant to RCW 41.56.450, et seq. on January 9, 1990 in Case 8351-I-90-189.

The employer filed a reply memorandum on June 29, 1990. It cited the "domination" prohibition of RCW 41.56.140(2) as the basis for its arguments. It also cited the Commission's rejection of an unrestricted union leave provision in Enumclaw School District, Decision 222 (EDUC, 1977), together with the affirmation of that decision by the King County Superior Court.

The union filed its own motion for summary judgment on July 5, 1990, asserting that there is no material issue of fact and that the complaint should be dismissed.

On August 29, 1990, the parties and the neutral chairman of the interest arbitration panel were notified that the authority to proceed to interest arbitration on the "union business" issue had been withdrawn, pending the outcome of this unfair labor practice proceeding.

On September 12, 1990, the employer objected to the removal of the "union business" issue from the interest arbitration proceedings.[2]

DISCUSSION

The "Current Contract Language" Defense

To the extent that the union relies, or would rely, upon the fact of the disputed language having been included in previous collective bargaining agreements between the parties, the argument is without merit.

The decision of the National Labor Relations Board (NLRB) in Columbus Printing Pressmen, 219 NLRB 268 (1975), enforced, 543 F.2d

[2] The employer does not explain the complete reversal from its remedy request in the original complaint.

1161 (1977), became a keystone of the Commission's policy on "scope of bargaining" disputes. The "triage" of potential bargaining topics into "mandatory", "permissive" and "illegal" categories dates back at least to NLRB v. Wooster Division of Borg Warner, 356 U.S. 342 (1958). The principal difference between a "mandatory" and "permissive" subject of collective bargaining is whether it is lawful for a party to condition agreement on, or otherwise pursue, the issue while at impasse. In Columbus Printing Pressmen, the fact that an "interest arbitration" process had been included in the parties' contract since 1947 did not prevent the employer from insisting upon its removal in 1973, and did not prevent the NLRB and the federal courts from concluding that "interest arbitration" was fundamentally a "permissive" bargaining subject. It followed that the union committed an unfair labor practice in 1973 by its insistence to impasse on retention of the interest arbitration language in the contract. Since 1976, the Commission has specified, by rule:

> It is the policy of the commission to promote bilateral collective bargaining negotiations between employers and the exclusive representatives of their employees. Such parties are encouraged to engage in free and open exchange of proposals and positions on all matters coming into the dispute between them. The commission deems the determination as to whether a particular subject is mandatory or nonmandatory to be a question of law and fact to be determined by the commission, and which is not subject to waiver by the parties by their action or inaction. It is the policy of the commission that a party which engages in collective bargaining with respect to any particular issue does not and cannot thereby confer the status of a mandatory subject on a nonmandatory subject.

WAC 391-45-550 [WSR 90-06-074, filed 3/7/90, effective 4/7/90; WSR 80-14-048, filed 9/30/80, effective 11/1/80. Originally adopted by Commission as Policy Statement, April 9, 1976. Codified as WAC 391-30-550, first adopted in June, 1976. [Emphasis supplied.]

Regardless of the length of time that the non-mandatory subject may have been included in the parties' collective bargaining agreement, that history would not prevent the employer from backing away from the issue, or from now asserting its non-mandatory nature.

The "Domination" Problem

The history of modern American collective bargaining law indicates that allegations concerning employer financial support to or control of a union should be taken very seriously. The 3300 pages of published legislative history of the "Wagner Act" of 1935 (the National Labor Relations Act (NLRA)) are replete with speeches and debate on the evils of "company unions". For example:

In his March 1, 1934 speech upon introduction of the bill that eventually became the NLRA, Senator Wagner said:

> The greatest obstacles to collective bargaining are employer-dominated unions, which have multiplied with amazing rapidity since the enactment of the [National Industrial R]ecovery [Act] law. ... Under the employer-dominated union, the worker, who cannot select an outside representative to bargain for him, suffers two fatal handicaps. In the first place, he has only slight knowledge of the labor market, or of general business conditions. ... If forbidden to hire an expert in industrial relationships, he is entirely ineffectual in his attempts to take advantage of legitimate opportunities.

Legislative History of National Labor Relations Act, 1935, Volume I, pages 15 - 17.

Thus, in the view of its prime sponsor in Congress, the "company union" was the <u>first</u> evil to be addressed by the legislation.

The language of the original bill was:

> It shall be an unfair labor practice for an employer, or anyone acting in his interest, directly or indirectly
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> . . .
>
> (3) To initiate, participate in, supervise, or influence the formation, constitution, bylaws, other governing rules, operations, policies, or elections of any labor organization.
>
> (4) To contribute financial or other material support to any labor organization, by compensating anyone for services performed in behalf of any labor organization, or by any other means whatsoever.

Legislative History of National Labor Relations Act, 1935, Volume I, page 3.

Senator Wagner was the author of an article titled: "Company Unions: A Vast Industrial Issue", which appeared in the March 11, 1934 editions of New York Times. He therein stated:

> At the present time genuine collective bargaining is being thwarted immeasurably by the proliferation of company unions. Let me state at the outset that by the term "company union" I do not refer to all independent labor organizations whose membership lists embrace only the employees of a single employer. I allude rather to the employer-dominated union, generally initiated by the employer, which arbitrarily restricts employee cooperation to a single employer unit, and which habitually allows workers to deal with their employer only through representatives chosen from among his employees.
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> ...
>
> The principal argument advanced by the proponents of company unionism is that it promotes industrial harmony and peace without subjecting the individual company to the intrusion of outside labor groups who have no interest in the company's practices. Of course in our complicated economy the interests of all employers and all employees are inextricably intertwined, and the assumption that outside workers have no valid interest in the labor standards prevailing within a plant is demon-

> strably false. Besides, a tranquil relationship between employer and employee, while eminently desirable, is not a sole desideratum. It all depends upon the basis of tranquility. The slave system of the old South was as tranquil as a summer's day, but that is no reason for perpetuating in modern industry any of the aspects of a master-servant relationship.
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> ...
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> The final argument advanced for company unionism is that it should be allowed to compete against trade unionism in an open field. If by company unionism one means simply the right of employees to confine their activities to a single employer unit when they wish to do so, I do not object to that principle in the slightest, and there is nothing contrary to it in the bill which I have introduced. But if by company unionism one includes the right of employers to obstruct the development of a more widespread employee cooperation, such a policy cannot be allowed to continue if we intend to pursue the philosophy of the new era.
>
> ...
>
> The New Bill
>
> <u>The new bill forbids any employer to influence any organization which deals with problems such as wages, grievances, and hours. ...</u>

Legislative History of National Labor Relations Act, 1935, Volume I, pages 22 - 27. [Emphasis supplied.]

Testifying before the Senate Committee on Education and Labor, Professor Sumner Slichter of Harvard University generally favored the bill, indicating that he understood the basic policy of the bill was to prevent the growth of employer-dominated unions. He took issue with the language used, however, out of concern that it would not be sufficient for that task.[3]

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[3] Legislative History of National Labor Relations Act, 1935, Volume I, pages 88 - 95.

Testifying before Congress on the bill, AFL-CIO President William Green brought out specific examples of employers paying handsome salaries to officials of employer-dominated unions, for performing their "union" duties.[4]

Dr. Francis J. Haas, a member of the National Labor Board created by the National Industrial Recovery Act, commented in testimony: "It is inconceivable that a right-minded employer would initiate a labor organization which would run counter to his interests."[5]

The original bill was replaced in May of 1934 with a bill calling for creation of a "National Industrial Adjustment Board", which contained language making it unlawful:

> (3) For an employer to interfere with or dominate the administration of any labor organization or contribute financial support to it: Provided, That, subject to rules and regulations prescribed by the Secretary of Labor, an employer shall not be prohibited from permitting an employee, individually, or local representatives of employees, from conferring among themselves or with management during working hours without loss of time while engaged in the business of a labor organization.

In its present form, the NLRA makes it unlawful under Section 8(a)(2) for an employer:

> (2) to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it: Provided, That subject to rules and regulations made and published by

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[4] Legislative History of National Labor Relations Act, 1935, Volume I, pages 97 - 143.

[5] Legislative History of National Labor Relations Act, 1935, Volume I, page 144.

> the Board pursuant to section 6, an employer shall not be prohibited from permitting employees to confer with him during working hours without loss of time or pay.

Domination, and the financial assistance and support historically associated with domination, were thus clearly outlawed.

Administration of the "Domination" Prohibition

Perhaps because the intent of the NLRA was so clear at the time, there have been relatively few attempts to foster or maintain employer-dominated unions during the 55 years that the NLRA has been in effect. Accordingly, relatively few violations have been found. The subject is treated extensively in Morris, The Developing Labor Law, Second Edition, beginning at page 276. A few key cases are worthy of note here:

The National Labor Relations Board's very first published decision, Pennsylvania Greyhound Lines, Inc., 1 NLRB 1 (1935), enforced, 303 U.S. 261 (1938), involved the complete dis-establishment of an organization created by the employer in an effort to avoid dealing with a more militant outside organization.

Newport News Shipbuilding and Drydock Co. v. NLRB, 308 U.S. 241 (1939), approved the NLRB's dis-establishment remedy, even though the organization had employee support and there was no evidence the employer had actually exercised its power to control it. It was deemed sufficient that the employer had such control of the form and structure of the organization as to deprive the employees of the complete freedom of action guaranteed to them by the NLRA. Similarly, in NLRB v. Brown Paper Mill Co., 108 F.2d 867 (5th Circuit, 1940), an organization supported by the employer at its formation was ordered dis-established, notwithstanding employee testimony that they desired representation by the organization.

In general, violations of Section 8(a)2 have been found where:

> ... [A]n employer furnishes a meeting place on its premises to a union and pays employees for time spent at such meetings or during other union-related activities, or provides supplies and other services of benefit to a union. An employer also engages in unlawful support if it requires job applicants to sign union dues check-off cards as a condition precedent to their future employment, pays membership fees or other dues to a union on behalf of its employees or gives direct financial assistance to a union or its members.

Morris, The Developing Labor Law, Second Edition, p. 296. [Emphasis supplied.]

Like most of Chapter 41.56 RCW, RCW 41.56.140(2) adopted in 1969 is a paraphrase of the federal law, making it unlawful for employers:

> (2) To control, dominate or interfere with a bargaining representative . . .

We have no legislative history indicating that our Legislature intended anything substantially different from the federal law. Indeed, the "domination" provisions of the Educational Employment Relations Act adopted in 1975,[6] of the Marine Employees Act adopted in 1983,[7] and of the Community College Faculty Collective Bargaining Act adopted in 1987,[8] are also essentially the same.

The Commission has dealt firmly with the few cases of employer domination which it has encountered. Apart from cases such as Washington State Patrol, Decision 2900 (PECB, 1988), which involved cessation of actual financial assistance to a union, and Quillayute

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6 RCW 41.59.140(1)(b).

7 RCW 47.64.130(1)(b).

8 RCW 28B.52.073(1)(b).

Valley School District, Decision 2809-A (PECB, 1988), which involved actual employer control of the purported organization, the Commission has found unfair labor practice violations against the Renton School District'[9] Pierce County,[10] and the City of Edmonds,[11] for merely giving the appearance of unlawful support or assistance to a labor organization.

The Commission dealt with the narrow issue of "union leave" in Enumclaw School District, supra, where a union proposal called for the employer to pay (or at least subsidize) union officials for 20 days per year "for Association business". The Commission stated:

> We do see a serious problem in granting twenty days with pay for ... use on Association business. ...
> Under the terms of the Association's proposal, none of the released time need be spent meeting or conferring with the employer or its representatives. It may be spent on any Association business, including organizing the employees of some other school district. [Emphasis supplied.]

While approving certain other portions of the leave proposal in Enumclaw as being acceptable under the unfair labor practice precedents concerning "domination", the Commission held that the unrestricted leave for union business would be unlawful.

The union petitioned for judicial review in the Enumclaw case, and the Commission's decision was affirmed by the Superior Court of King County. In its oral opinion, the court held:

> I do believe that the ... commission was justified ... in holding that it was an unfair

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9 Renton School District, Decision 1501-A (PECB, 1982).

10 Pierce County, Decision 1786 (PECB, 1983).

11 City of Edmonds, Decision 3018 (PECB, 1988).

> practice to accord the twenty day leave. They were justified because there is no restriction on what the twenty days could be used for except for association business but the association may have other business that is not involved with Enumclaw School District. So, they could take off from the school district and go out and do things absolutely foreign to the school district business.
>
> All the cases that I have read that you cited where some consideration had been given to the unions has restricted the consideration to elements which are vitally involved with the employer's association. This does not do so. This just gives twenty days off to do anything [the union] wants. They might just take a vacation or anything. I realize it says association business but association business may be far divorced from the business concerning the Enumclaw School District.

King County Superior Court, November 21, 1977, Washington Public Employment Relations Reporter at CD-34, 35-36.

In the case at hand, the contract language supported by the union suffers from the fatal defect of putting no limitation whatever on the purposes for which the union could use the 96 hours per year of employer-paid leave time. That 96 hours per year could be "spent on any Association business, including organizing the employees of some other [employer]", as in Enumclaw.

There is a "request" aspect of the disputed provision,[12] but giving that language a broad interpretation as an "approval" procedure does not help the union's case here. Rather, an interpretation giving the employer substantial discretion in screening use of the 96 hours would inject the employer into a role of controlling the

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[12] i.e., the portion of the disputed language which states:

> An employee requesting a leave of absence under this Article shall furnish the Fire Chief with written notice from the Union President why the employees absence is required to attend the Union function.

internal affairs of the union, and would merely invoke RCW 41.56.140(2) from a slightly different angle.

The Northshore case relied upon by the union is both the product of a unique procedural history and distinguishable on its facts. There was no case or controversy between labor and management in Northshore, and no dispute was brought before the Public Employment Relations Commission for determination. Rather, the State Auditor filed a declaratory judgment action to challenge existing "release time" procedures on a variety of constitutional and statutory grounds. Referring to the authority of the State Auditor to "examine into all financial affairs of every public office" and to inquire whether "the Constitution and laws of the state ... have been properly complied with", the court declined to refer the collective bargaining issue to the Commission, and then interpreted the collective bargaining statute by reference to common meanings and dictionary definitions of terms, without any reference to or reliance upon the extensive legislative history described above. Underlying all of this is the fundamental nature of the State Auditor's (necessarily retrospective) review of past utilization of existing contract language. The court found that the actual utilization had been "in the interest of the educational program of the ... school district", which was sufficient for the purposes of the State Auditor's inquiry. By distinct contrast, the instant case exclusively involves the future interests of the parties. A public employer is normally entitled to say "no", so long as the position is taken in good faith.[13] In this situation, however, the bargaining unit consists of "uniformed personnel" within the meaning of RCW 41.56.030(7), and the normal right of the parties to say "no" in bargaining will be overruled by an interest arbitration award issued pursuant to RCW 41.56.450, et seq. The essence of the employer's complaint here is that it is being asked to risk

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[13] RCW 41.56.030(4) provides that "neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter".

inclusion of the complained-of language in a collective bargaining agreement that will be effective for some period in the future, and then to further risk that the complained-of language will be used or enforced during the term of that contract in a manner that would be unlawful under the collective bargaining statute. The fact that the complained-of language may not have been used in an unlawful manner in the past does not help the union's case here. Enumclaw, supra, dealt with the potential misuse of language that was being proposed at the bargaining table. A grievance arbitrator called upon to interpret or apply the contract draws authority from the contract itself, and would not be bound by the legislative history and administrative/judicial precedents on "domination".

The union does not dispute that the employer objected to the disputed language during the parties' contract negotiations. The union could easily have proposed modifications to cure the "unrestricted" problem identified by the Commission and court in Enumclaw, but choose not to do so. Having stood firm on the historical language, the union's conduct must be evaluated against only that language, and a "refusal to bargain" unfair labor practice must be found under RCW 41.56.150(4).

REMEDY

The Legislature has delegated the determination of unfair labor practice cases to the Public Employment Relations Commission. RCW 41.56.160. The Commission decides "scope of bargaining" disputes in that context. WAC 391-45-550. Interest arbitrators have an entirely different function, scope of authority and decisionmaking standards. RCW 41.56.450; 41.56.460.

Consistent with Commission practice dating back to at least City of Wenatchee, Decision 780 (PECB, 1980), the disputed "union leave" issue was removed from the jurisdiction of the interest arbitration

panel pending the outcome of this case. In the absence of such an action by the Commission, a prevailing complainant in an "unlawful insistence to impasse" unfair labor practice case such as this could nevertheless find itself saddled with an interest arbitration award that is "final and binding" under RCW 41.56.450. Moreover, such an interest arbitration award is subject only to judicial review under RCW 41.56.450, and then only on an "arbitrary and capricious" standard. Enforcement of the interest arbitration award is available to the opposite party under RCW 41.56.480.

The interest arbitration proceedings are not terminated under the Wenatchee procedure, but are merely suspended with respect to disputed issues while the unfair labor practice dispute is resolved in accordance with Chapter 391-45 WAC and the Administrative Procedures Act, Chapter 34.05 RCW. Should the unfair labor practice proceedings result in a conclusion that a disputed issue is a mandatory subject of collective bargaining, the issue can then be remanded to the interest arbitration panel for a ruling under RCW 41.56.460 on its economic and comparability merits. On the other hand, where, as here, the proposal pursued to interest arbitration and challenged via the unfair labor practice procedure is found to be a "nonmandatory" bargaining subject, a remedial order requiring the proponent to remove the issue from the bargaining table and interest arbitration proceedings will resolve the problem. See, City of Yakima, Decision 1130 (PECB, 1981).

FINDINGS OF FACT

1. The City of Pasco is a municipal corporation of the State of Washington, and is a public employer within the meaning of RCW 41.56.020 and 41.56.030(1).

2. International Association of Fire Fighters, Local 1433, a bargaining representative within the meaning of RCW 41.56-

.030(3), is the exclusive bargaining representative of fire department employees of the City of Pasco who are "uniformed personnel" within the meaning of RCW 41.56.030(7).

3. During the course of collective bargaining concerning a successor contract, the union has insisted upon inclusion of contract language specifying:

> up to ninety-six (96) hours per year for the total Union Membership for conduct of Union business will be allowed by the City without requiring such replacement, without loss of pay.

The proposed contract language puts no limitation whatever on the usage of that employer-paid leave.

4. The employer notified the union of its belief that the contract language set forth in paragraph 3 of these findings of fact is a "permissive" and/or "illegal" subject of collective bargaining.

5. The union has insisted to impasse, and has sought to obtain interest arbitration concerning, the contract language set forth in paragraph 3 of these findings of fact.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.

2. The "union leave" proposal described in paragraph 3 of the foregoing findings of fact and pursued to interest arbitration as described in paragraph 5 of the foregoing findings of fact is so unrestricted and vague as to be subject to interpreta-

tion and application in a manner that would cause the City of Pasco to violate RCW 41.56.140(2), and so is not a mandatory subject of collective bargaining under RCW 41.56.030(4).

3. By its insistence to impasse upon the "union leave" proposal described in paragraph 3 of the foregoing findings of fact, and by its attempt to obtain interest arbitration on that proposal, International Association of Fire Fighters, Local 1433, has failed and refused to bargain collectively in good faith and has committed unfair labor practices in violation of RCW 41.56.150(4).

ORDER

International Association of Fire Fighters, Local 1433, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Insisting to impasse and seeking interest arbitration on its proposal to continue the "union leave" language set forth in paragraph 3 of the foregoing findings of fact.

   b. In any other manner refusing to bargain collectively in good faith with the City of Pasco, so long as Local 1433 continues to be the exclusive bargaining representative of employees of the City of Pasco.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

   a. Post, in conspicuous places on the employer's premises where union notices to all employees are usually posted,

copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

b. Notify the above-named complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the above-named complainant with a signed copy of the notice required by the preceding paragraph.

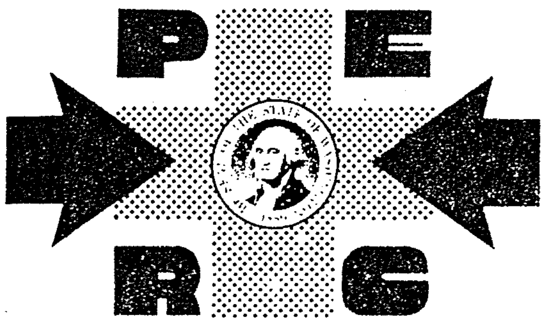
c. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive Director with a signed copy of the notice required by this order.

Dated at Olympia, Washington, on the 27th day of September, 1990.

PUBLIC EMPLOYMENT
RELATIONS COMMISSION

MARVIN L. SCHURKE
Executive Director

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



PUBLIC EMPLOYMENT RELATIONS COMMISSION

APPENDIX

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO EMPLOYEES IN THE BARGAINING UNIT FOR WHICH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1433, IS EXCLUSIVE BARGAINING REPRESENTATIVE:

WE WILL NOT insist to impasse, or seek interest arbitration, on continuation of "union leave" language which the Commission has found is not a mandatory subject of collective bargaining under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

WE WILL NOT, in any other manner, fail or refuse to bargain in good faith with the City of Pasco, so long as Local 1433 continues to be the exclusive bargaining representative of the employees involved.

DATED: ____________________

INTERNATIONAL ASSOCIATION OF
FIGHTERS, LOCAL 1433

BY: ______________________________
Authorized Representative

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

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza FJ-61, Olympia, Washington 98504. Telephone: (206) 753-3444.