City of Sumner, Decision 6210 (PECB, 1997)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SUMNER POLICE GUILD,	)	
	)	
Complainant,	)	CASE 12888-U-96-3107
	)	
vs.	)	DECISION 6210 - PECB
	)	
CITY OF SUMNER,	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW
Respondent.	)	AND ORDER
	)	
	)	

Cline and Emmal, by Roger C. Cartwright, Attorney at Law, appeared on behalf of the complainant.

Patricia Bosmans, City Attorney, appeared on behalf of the respondent.

The Sumner Police Guild filed a complaint charging unfair labor practices with the Public Employment Relations Commission on December 18, 1996, alleging that the City of Sumner had refused to bargain, in violation of RCW 41.56.140(4), when it insisted that the union agree to ground rules prior to negotiating the collective bargaining agreement. A hearing was held on May 1, 1997, before Examiner Katrina I. Boedecker. The parties filed briefs.

BACKGROUND

The Sumner Police Guild (union) has historically represented a bargaining unit consisting of approximately 23 employees of the

City of Sumner (employer). Included in that bargaining unit were police sergeants, police officers, and non-commissioned personnel.

When this controversy arose, the union and employer were parties to a collective bargaining agreement effective from January 1, 1995 through December 31, 1996. The parties' negotiations for that contract had taken 17 months. The employer had proposed ground rules in those negotiations, but the union had objected and no written ground rules developed.[1] However, when Steve Zamberlin commenced his position as the employer's human resources director during those negotiations and tried to speak at one of those meetings, he was interrupted by a union team member who stated that Zamberlin was not a "designated speaker" and so was not permitted to talk under some perceived ground rule. At or after the conclusion of those negotiations, the parties had agreed to make an effort to not let the next negotiations take so long.

In September 1996, the union's president, Brad Moericke, sent a letter to the employer requesting dates available that month for bargaining a replacement contract. Upon hearing nothing from the employer, Moericke repeated his written request in October and November. On November 25, 1996, the union's attorney wrote a letter to the employer, seeking a date for negotiations and warning that the union would file an unfair labor practice complaint if it did not hear from the employer.

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[1] The parties did have and follow an oral agreement to settle economic issues before non-economic items were addressed in those negotiations.

Zamberlin responded with three dates when the employer's team was available in early December.[2] He expressed disappointment at receiving letters of an "accusatory and threatening nature", and reminded Moericke of their conversation earlier in the autumn when Zamberlin explained that he had been made acting fire chief in addition to his position as human resources director, and that the employer was consumed with the budget process. Zamberlin indicated that he had thought Moericke was satisfied with the situation, that there had been no intentional stalling on the employer's part, and that he hoped the parties could "wrap things up in a timely fashion...".

The December 10th Meeting -

The parties met to exchange written proposals on December 10, 1996.[3] The union raised issues on wages, the scheduling of hours, and a clothing allowance, and the union's negotiators expressed a belief that the negotiations could be resolved quickly. That initial meeting came to an abrupt end, however, when word of an armed robbery in progress was received about five minutes into the session and the chief and police officers responded to that emergency. The union's attorneys held onto an employer proposal which had been passed across. Attached to that proposal was a set of proposed ground rules for the parties' negotiations.

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[2] The employer's negotiating team was to consist of Zamberlin, City Administrator Mike Wilson, and Police Chief Ben Reisz.

[3] The union's team consisted of Sergeant Wesley Tucker, Sergeant Brad Moericke, Administrative Supervisor Shelly Backus, and Detective Tony Richardson, as well as the union's attorneys.

The December 18th Meeting -

The parties next met on December 18, 1996. At the outset of that meeting, Wilson proposed that the teams establish ground rules before commencing the actual negotiations on the contract. The employer's representatives indicated that the employer had agreed on ground rules with the organizations representing other bargaining units of City of Sumner employees. The employer offered the following written ground rules to the union:

> 1. Absent an agreement, all proposals for collective bargaining must be submitted no later than conclusion of the third bargaining session.
>
> 2. The news media will not be a part of the collective bargaining process and neither side shall contact the news media with any information related to this process.
>
> 3. Both the Employer and Union recognize that the Collective Bargaining sessions are to be kept confidential and that neither group will divulge anything occurring in these sessions unless agreed upon by both groups.
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> 4. Collective bargaining sessions shall be a maximum of [blank line to be filled in] hours in duration.
>
> 5. The only parties that will be recognized as active negotiators for the Employer and the union are:
>
> [blank lines to be filled in]
>
> [blank lines to be filled in]
>
> Other parties may be brought into the session, buy [sic] may not actively participate. Neither side shall be allowed to have more than a total of four (4)

persons present at any bargaining session.

6. No Employee Union representative shall be compensated while participating in joint collective bargaining sessions nor cause any other union employee to be compensated for overtime as a result of collective bargaining sessions.

The parties had never had ground rules for any of their negotiations over the previous 10½ years, and union did not see any reason to have ground rules, but Tucker testified that it quickly became clear the employer would not discuss the contractual issues before looking at the ground rules. The union then decided to talk about the ground rules, and it accepted the employer's proposals numbered 1. and 5. The union objected to the other proposed ground rules, and specifically did not want to cut off access to the news media and the employer's elected officials. Although it asserted it had not taken bargaining matters to the news media in the past, union representatives had spoken to city council members during the negotiations for previous contract, and the union did not want to prohibit such contacts. The employer suggested that the length of bargaining sessions be limited to two hours, but the union's team was frustrated by a history of difficulties in coordinating dates for bargaining sessions and thus wanted the sessions to last as long as necessary to reach a settlement. Finally, the union asserted that the proposed "no compensation" ground rule (item 6) was an intolerable reversal of current practice. The employer did not insist on the union signing its ground rules, and invited the union to put forth its own proposal on ground rules.

After about 15 minutes of discussion, the union's attorney, Patrick Emmal, stood up, threw down his pen and exclaimed words to the effect, "I can't believe you are shutting down bargaining over some lousy ground rules." The employer then called for a caucus.

After a short time, Zamberlin returned and suggested that progress might be made if either Emmal or the other attorney then present for the union, Roger Cartwright, would meet privately with Wilson, so that Wilson could share some of his philosophical insights. The union's team rejected that request. Zamberlin returned to the management's caucus.

Shortly thereafter, approximately 40 minutes after the session had begun, Zamberlin returned and stated that Wilson would not return to the bargaining table because the union had refused to have either of its attorneys meet with him in private. The union told Zamberlin that it would file an unfair labor practice complaint if the employer refused to negotiate the substantive issues of the contract without agreement on the ground rules.

The parties had scheduled a negotiations session for December 20th, and Zamberlin wanted to maintain that schedule because he thought it would be good for the parties to have a cooling off period and then see if there were any changes in their positions regarding the ground rules. Cartwright stated that he wanted to meet on December 20th for negotiations on the contract issues, but Moericke took the position that the December 20th meeting was canceled because the union was going to file an unfair labor practice complaint. The

session thus ended, with Zamberlin agreeing to contact Cartwright if there was any change in the employer's position.

Contacts on December 20th -

Moericke telephoned Cartwright early in the day on December 20th, and was informed that the employer had not contacted Cartwright about a meeting for that day.

Moericke next contacted the chief, around 9:00 a.m. on December 20th, and asked if the employer was going to meet with the union at 10:00 a.m. that day. The chief asked if the union had filed an unfair labor practice complaint. When Moericke responded in the affirmative, the chief indicated there would be no meetings until the unfair labor practice complaint was resolved.

POSITIONS OF THE PARTIES

The union maintains that the employer committed an unfair labor practice when it required, as a pre-condition to negotiations regarding mandatory subjects of bargaining, that the union agree to procedural ground rules, since the union asserts ground rules are a permissive subject of bargaining. Additionally, the union asserts that it is entitled to attorney's fees because employer representatives testified about the great deal of experience that they had in collective bargaining. The union contends that it went to exceptional lengths to explain that the city was insisting to impasse on a permissive subject of bargaining, while at the same

time, the union was affording them an opportunity to negotiate mandatory subjects of bargaining.

The city argues that it did not condition bargaining wages, hours and/or working conditions upon the negotiation of ground rules. The city contends that the union declared the actual impasse by their words and actions.

DISCUSSION

Procedural Issues

The employer submitted three distinct motions at the outset of the hearing. The rulings made on the record are repeated here.

Motion to Dismiss Remedy Request Under RCW 41.56.440 -
The statement of facts attached to the union's complaint in this case included the following:

> 6. The City committed an unfair labor practice in violation of RCW 41.56.140(4) by refusing to initiate negotiation after repeated demands to do so and in violation of RCW 41.56.440 [sic].

The employer's first motion was to dismiss the union's request for relief pursuant to RCW 41.56.440, and was submitted with an amended answer which asserted that the Examiner had no jurisdiction to hear matters brought pursuant to RCW 41.56.440. The union responded

that the violation of RCW 41.56.440 was not being charged as a separate cause of action, but rather was charged as one cause of action.

The employer's motion to dismiss was denied, with an invitation to renew it when legal argument was submitted. Neither party has addressed this motion or the Examiner's ruling in their briefs.

Motion to Disqualify Counsel -

The employer next moved that Patrick A. Emmal and Roger Cartwright be disqualified from serving as counsel to the union, pursuant to Rule of Professional Conduct 3.7, which includes:

> A lawyer shall not act as advocate at trial in which the lawyer or another lawyer in the same firm is likely to be a necessary witness ....

In response to this motion, Cartwright stated that he did not anticipate calling Emmal as a witness, nor testifying himself.[4]

The employer's motion was denied on the basis of the information provided by Cartwright, without prejudice to its being renewed if the situation changed. Neither Emmal nor Cartwright was actually called as a witness in this proceeding.

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[4] Cartwright filed the complaint in this case, listing himself as part of the Cline & Emmal firm. At the hearing, he noted his appearance (and presented a business card for) his own, separate law practice. The Commission's docket records indicate he is now associated with a law firm other than Cline & Emmal.

Motion to Dismiss Request For Extraordinary Remedy -
The employer's third motion was for dismissal of the union's request for attorney's fees as a remedy in this case.

The motion was denied, because the Commission determines the award of attorney's fees on a case-by-case basis. Thus, the Examiner needed to review a complete record before making any determination in this area.

Substantive Issue

Enforcement of Ground Rules -
The Commission has long held agreements made by parties on ground rules to guide their negotiations become contracts, like any other agreement they reach in collective bargaining, and that any remedy for alleged violations of agreed-upon ground rules must be sought through any applicable contractual procedures (e.g., grievance arbitration) or through the courts. The Public Employment Relations Commission does not assert jurisdiction to remedy contract violations through the unfair labor practice provisions of the statute. City of Walla Walla, Decision 104 (PECB, 1976). Thus, a complaint alleging that an employer had violated RCW 41.56.140(4) by violating agreed-upon ground rules was dismissed in City of Clarkston, Decision 3135 (PECB, 1989), on the basis that the Commission had no jurisdiction over the private contract and that the parties should seek redress in a superior court. In Pacific County, Decision 4935 (PECB, 1994), it was similarly concluded that a complaint alleging a "violation of ground rules" theory failed to state a cause of action. The latter ruling stated

that while the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, sets forth the collective bargaining rights and obligations of parties, and the Commission is charged with enforcement of that statute, the statute does not contain specific time limits of the type evidently contained in the ground rules agreed upon by these parties. Therefore, any alleged escalation of demands or late proposals would have to be tested against the "reasonable times and places" and "good faith" standards which are referred to in the statute since the Commission does not enforce collective bargaining agreements, including ground rules agreements of parties, citing Walla Walla.

Obligation to Bargain Ground Rules -

The decision in Pacific County, supra, also touched on the issue which is directly before the Examiner in this case, in response to that union's contention that violations of ground rules are a breach of the duty to bargain in good faith: It noted that there was "a substantial question" under case law developed by the Commission as to whether ground rules are a mandatory subject of collective bargaining, citing Fort Vancouver Regional Library, Decision 2396-B (PECB, 1988); City of Bellevue, Decision 2899 (PECB, 1988). Any question on that subject was resolved two years later, however:

> The bargaining obligations of employers and unions covered by Chapter 41.56 RCW grow out of the statute itself. RCW 41.56.030(4). While parties may make and implement agreements about how they will satisfy their statutory obligations, such "ground rules" are not themselves a mandatory subject of collective

> bargaining. See, Pacific County, Decision 4935 (PECB, 1994); Fort Vancouver Regional Library, Decision 2350-C (PECB, 1988); and City of Bellevue, Decision 2899 (PECB, 1988).

City of Kirkland, Decision 5672 (PECB, 1996).

The statute directs parties to negotiate in good faith "... with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions ...". RCW 41.56.030(4). That list, thus, becomes the mandatory subjects of bargaining. The delineation between mandatory and permissive subjects has been established to allow represented workers an opportunity to help determine their compensation, hours and working conditions, while allowing managements flexibility in directing their operations. City of Richland, Decision 2448-B (PECB, 1987).

Proposals on **how to** reach conclusions on a mandatory subject (as distinguished from proposals addressing the conclusion itself) are permissive subjects of bargaining. Extensive discussion of the legality of a union's proposal to have all mandatory subjects, which remained at impasse submitted to interest arbitration is found in City of Tukwila, Decision 1975 (PECB, 1984). That proposal was found to address the process, not the substance of mandatory subjects of bargaining and was therefore held to be a proposal about a permissive subject of bargaining.

The National Labor Relations Board (NLRB) has decided in numerous cases that interest arbitration clauses which relate to **resolution**

of disputes over negotiation of the terms of future contracts are permissive subjects of bargaining. The federal case most often cited is Columbus Printing Pressmen, 219 NLRB 268 (1975), enf. 543 F2d 1161 (1977). There, the administrative law judge found that interest arbitration clauses do not pertain to setting wages, hours, terms and conditions of employment in the contract being negotiated, and do not vitally affect such terms. Rather, he found that such clauses change the method by which the parties might arrive at future contract terms, from one of collective bargaining to a compelled arbitrated agreement. Affirming on appeal, NLRB Member Jenkins, in his concurrence, noted that cases interpreting Section 8(d) of the Act make clear that any contract provision which subverts the rights of the parties to negotiate to impasse, and, if necessary, to resolve that impasse through a test of their respective economic strengths, must not be deemed a mandatory subject. The fifth circuit affirmed the NLRB, reasoning that an interest arbitration clause only affects wages and working conditions during future contracts, and is not a mandatory subject of bargaining, since its effect on terms and conditions of employment is at best remote.

By requirements of the statute in uniform personnel settings, any mandatory subject on which parties cannot reach agreement, can be certified to be resolved in interest arbitration. RCW 41.56.430 et seq. It is important to note that even in uniform personnel negotiations, a party is entitled to advance permissive subjects up to the point where an impasse is reached, but may not seek interest arbitration on such matters. Klauder v. Deputy Sheriff's Guild,

107 Wn.2d 338 (1986). City of Seattle, Decisions 4687-B and 4688-B (PECB, 1997).

Conduct of the Parties in the Instant Case -

On the record before the Examiner, neither party displays pristine bargaining behavior. The situation is reminiscent of the one in Fort Vancouver Regional Library, Decision 2350-C, 2396-B (PECB, 1988), where the employer stressed the union's alleged violation of the parties' agreed ground rules, the union's press releases and letters to various elements of the community, and the union's contacts with the library trustees, as evidence showing that the union was engaged in an ongoing program of circumvention and disruption. Holding that ground rules are not a mandatory subject of bargaining, the Examiner in that case held the union to its responsibility to approach negotiations with the same good faith attitude and effort to reach agreement required of the employer, and acknowledged the irritation felt by the employer at some of the union's actions.[5] While such situations are not conducive to labor peace, Fort Vancouver is distinguished by the fact that each of those parties filed unfair labor practice charges against the other. There are no unfair labor practice charges by the employer against the union in the case now before the Examiner, but the motivations and actions of both sides still have a bearing on the analysis.

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[5] The employer asserted that the union's behavior had a direct influence on its own actions, and should be considered to mitigate those actions which may indicate a lack of good faith on its part.

Wilson wanted to share what were described as "his philosophical insights", but he really wanted to meet with the union's attorneys to get some common understanding of how the parties could develop a less hostile environment. Wilson testified that the employer would have gone on without ground rules, but that "was not permitted to happen".

The union's team reasoned that any discussion of "philosophy" should be done at the table, with the entire union bargaining team present. Its seemingly rapid refusal to permit its attorneys to meet with Wilson may have been based upon an incorrect understanding of the purpose of such a meeting.

Emmal's impatience and his taking of a strident position on the ground rules after only 15 minutes of bargaining both failed to account for the dynamics on the other side of the bargaining table, and clearly tended to cut off negotiations at a critical time.

On the record made here, the person who seems to have been most earnest about settling the collective bargaining issues appears to have been Zamberlin. He was seeking a cooling off period, and time to get adjustments to his bargaining parameters. While the city manager was wrong to insist on ground rules, Emmal's "blow -up" after 15 minutes of bargaining cut off Zamberlin's efforts before Wilson could be brought around to proceeding without written ground rules.[6] While the chief was technically wrong to pre-condition

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[6] Since the employer has not filed a complaint against the union, this behavior will not be the subject of a remedial order in this proceeding.

further bargaining on the resolution of the unfair labor practice complaint, that appears to have been done without Zamberlin's knowledge or direction.[7]

As distasteful as the union's actions may have been to the employer in this case, the Examiner does not share the employer's view that conduct by the union could justify the employer's violation of the law. During the brief window in time covered by this record, the employer unlawfully insisted on negotiating ground rules before the parties negotiated the wages, hours and working conditions of the employees in the bargaining unit.

REMEDIES

No Bargaining Order Warranted On This Record

A union witness confirmed that the bargaining unit involved in this case has historically included both law enforcement officers and non-commissioned employees working in the employer's Police Department. In 1973, the Legislature created an interest arbitration process in RCW 41.56.430, et seq., to resolve bargaining impasses involving a limited class of "uniformed personnel". As originally defined, that class only included fire fighters, law enforcement officers employed by King County and law enforcement officers employed by cities having a population of 15,000 or more.

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[7] This statement by the chief was not alleged in the complaint, as filed. Thus it will not be the subject of a remedial order in this proceeding.

In a series of decisions dating back to Thurston County Fire District 9, Decision 461 (PECB, 1978) and City of Yakima, Decision 837 (PECB, 1980), the Commission intimated or expressly ruled that employees who were not eligible for interest arbitration were to be excluded from bargaining units which were eligible for interest arbitration. In 1984, the Legislature enlarged the coverage of the interest arbitration process to include law enforcement officers employed by all counties with a population of 70,000 or more; in 1993 (effective July 1, 1995), the Legislature enlarged the coverage of that process to include law enforcement officers employed by all cities with a population of 7,500 or more; and in 1995 (effective July 1, 1997), the Legislature enlarged the coverage of that process to include law enforcement officers employed by all cities with a population of 2,500 or more. In April of 1996, the following Commission rule was placed in effect:

> WAC 391-35-310 EMPLOYEES ELIGIBLE FOR INTEREST ARBITRATION. Due to the separate impasse resolution procedures established for them, employees occupying positions eligible for interest arbitration shall not be included in bargaining units which include employees who are not eligible for interest arbitration. [Statutory Authority: RCW 28B.52.080, 41.56.090, 41.59.110, 41.58.050 and 41.56.430. 96-07-105, § 391-35-310, filed 3/20/96, effective 4/20/96.]

The Commission thus codified its precedents on separation of bargaining units several months before the events giving rise to the complaint now before the Examiner.

According to the official population estimates issued by the Office of Financial Management of the State of Washington, Sumner had a population of 8070 as of April 1, 1997. In that light, the Examiner is unable to make the "bargaining unit is appropriate" conclusion of law which would be necessary to a "refusal to bargain" violation or remedy under South Kitsap School District, Decision 1541 (PECB, 1983) and Washington Public Power Supply System, Decision 6058 (PECB, 1998):

- If the population of Sumner was greater than 7,500 in the summer and autumn of 1996 (when the union was requesting bargaining) and/or in December of 1996 (when the employer allowed bargaining to be shut down because of the dispute over ground rules),[8] then it would follow that there was no duty to bargain in an inappropriate bargaining unit at the time of the alleged misconduct;
- If the population of Sumner remained less than 7,500 in December of 1996 (when the employer allowed bargaining to be shut down because of the dispute over ground rules), then no bargaining order could be entered for a bargaining unit that is now inappropriate under the same cases.

The Examiner has thus withheld making a conclusion of law or fashioning any remedial order under RCW 41.56.140(4), and has

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[8] The previously noted reference to "RCW 41.56.440" in the statement of facts supports an inference that the union's attorney was thinking of this bargaining unit as being one that was eligible for interest arbitration under RCW 41.56.430, et seq. There is no mention in the record, however, of any steps being taken to separate out the non-commissioned personnel.

limited the remedial order in this case to a "cease and desist" order under RCW 41.56.140(1).

No Extraordinary Remedy Warranted On This Record

The union has requested that attorney's fees be assessed against the employer. While the Commission has, and has exercised, authority to award attorney fees to a prevailing complainant in an unfair labor practice case, under Lewis County, Decision 644-A (PECB, 1979), aff. 31 Wn.App. 853 (Division II, 1982), rev. den. 97 Wn.2d 1034 (1982), such orders are reserved for situations where an extraordinary remedy is warranted.

There is no evidence that the employer's insistence upon ground rules persisted beyond the few transactions in December of 1996, as described above. There is certainly no evidence here of this being a repeat violation of the law by this employer, as in City of Seattle, Decision 4163-A, 4164-A (PECB, 1993). The positions taken by the employer in this case cannot be judged to be "callous and inexcusable disregard of the rights of its employees", as in City of Bremerton, Decisions 2733, 2733-A (PECB, 1988). The circumstances of this minor breakdown in communications do not warrant an extraordinary remedy. The request for attorney's fees is denied.

FINDINGS OF FACT

1. The City of Sumner is a public employer within the meaning of RCW 41.56.030(1). The employer's human resources manager is

Steve Zamberlin; the city administrator is Mike Wilson and the police chief is Ben Reisz.

2. The Sumner Police Guild, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit which includes approximately 23 police officers, sergeants, and certain non-commissioned personnel. At all times pertinent, the union's attorneys were Pat Emmal and Roger Cartwright.

3. On December 18, 1996, the parties held their first face-to-face negotiations session to bargain a replacement for their collective bargaining agreement due to expire at the end of the year.

4. At the beginning of the meeting, the employer requested that the union agree to certain ground rules. The union expressed that it was not interested in negotiating ground rules, but it did discuss and agree to certain ones. Then the union expressed its desire to move on to discuss the contract issues. After 15 minutes, Emmal accused the employer of shutting down bargaining. The city called for a caucus. Wilson requested to speak to Emmal and/or Cartwright privately; they refused. The city reported that they were done bargaining for the day. The union stated that it was going to file an unfair labor practice.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction this matter under Chapter 41.56 RCW.

2. By conditioning the bargaining of mandatory topics upon the conclusion of bargaining permissive topics, i.e."ground rules", that establish how the parties will bargain, the employer committed an unfair labor practice under RCW 41.56.140(4).

ORDER

The City of Sumner, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices and effectuate the purposes of the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW:

1. CEASE AND DESIST from:

   a. Conditioning the bargaining of mandatory topics upon the conclusion of ground rules.

   b. In any other manner, refusing to bargain in good faith with the Sumner Police Union.

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

a. Give notice to the Sumner Police Guild that the city is withdrawing its demand to reach agreement on ground rules before it will bargain the issues in the collective bargaining agreement and that it is willing to meet at mutually agreeable times and places to bargain collectively in good faith.

b. Post, in conspicuous places in the employer's premises where 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 City of Sumner, and shall remain posted for 60 days. Reasonable steps shall be taken by the employer to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Notify the Sumner Police Guild, 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 Sumner Police Union with a signed copy of the notice required by this order.

d. 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.

Issued at Olympia, Washington, this 13th day of February, 1998.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Katrina I. Boedecker

KATRINA I. BOEDECKER, Examiner

This order will be the final order of the agency unless 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, 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 OUR EMPLOYEES:

WE WILL NOT condition the bargaining of wages, hours and conditions of employment upon the conclusion of ground rules.

WE WILL give notice to the Sumner Police Guild that the city is withdrawing its demand to reach agreement on ground rules before it will bargain the issues in the collective bargaining agreement and that it is willing to meet at mutually agreeable times and places to bargain collectively in good faith.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DATED: _____

CITY OF SUMNER

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 Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.