Mason County, Decision 10798 (PECB, 2010)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 252, Complainant, vs. MASON COUNTY, Respondent.	CASES 22424-U-09-5723 22425-U-09-5724 22426-U-09-5725 22427-U-09-5726 DECISIONS 10798 - PECB 10799 - PECB 10800 - PECB 10801 - PECB
THE COUNCIL (TEAMSTERS LOCAL 252 AND INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 302), Complainant, vs. MASON COUNTY, Respondent.	CASE 22423-U-09-5722 DECISION 10802 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Reid, Pedersen, McCarthy & Ballew, by *Kenneth J. Pedersen*, Attorney at Law, for the union.

Mason County, by *Monty Cobb*, Chief Deputy Prosecutor, for the employer.

Mason County Juvenile Court, by *Robert Sauerlender*, Deputy Administrator, for the employer.

On April 27, 2009, Teamsters Local 252 filed five unfair labor practice complaints with the Public Employment Relations Commission, naming Mason County (employer or county) as the respondent. Teamsters Local 252 filed complaints on behalf of four separate bargaining units:

general services, appraisers, probation services, and juvenile detention. The International Union of Operating Engineers Local 302 (together with Teamsters Local 252 hereafter referred to as the union) joined in a fifth complaint on behalf the county's public works bargaining unit. Each complaint alleged the employer interfered with employee rights in violation of RCW 41.56.140(1) and refused to bargain in violation of RCW 41.56.140(4). Each complaint alleged the employer breached its good faith bargaining obligations by rejecting a tentative collective bargaining agreement, which had been ratified and signed by the union. Agency staff issued a preliminary ruling, finding causes of action under RCW 41.56.140(1) and (4). Examiner Joel Greene held a hearing on November 4, 2009, and the parties filed post-hearing briefs to complete the record.

ISSUE

Did the employer commit unfair labor practices when its board of commissioners rejected at a public meeting tentative agreements negotiated with and ratified by the union?

I find the employer committed unfair labor practices and violated its good faith bargaining obligations when its board of commissioners rejected, in a public meeting without prior notice to or discussion with the union, tentative bargaining agreements consisting almost exclusively of proposals the employer had offered and the union had ratified.

APPLICABLE LEGAL STANDARDS

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, governs the relationship between the union and the employer. RCW 41.56.030(4) defines collective bargaining and requires parties to engage in good faith negotiations over mandatory subjects of bargaining:

> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such

> public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter.

Under RCW 41.56.140 and .150, a public employer or union commits an unfair labor practice when it refuses to engage in collective bargaining. The Commission generally finds that an employer who commits a refusal to bargain violation under RCW 41.56.140(4) inherently interferes with the rights of bargaining unit employees and therefore also commits a derivative interference violation under RCW 41.56.140(1). *Skagit County*, Decision 8746-A (PECB, 2006).

The obligation to bargain in good faith includes a duty to participate in full and frank discussions on disputed issues and to explore alternatives that may be mutually satisfactory for the employer and employees. *South Kitsap School District*, Decision 472 (PECB, 1978). The totality of circumstances must be examined to determine whether a party has refused to bargain in good faith. *Snohomish County*, Decision 9834-B (PECB, 2008); *City of Fife*, Decision 5645 (PECB, 1996); *Shelton School District*, Decision 579-B (EDUC, 1984).

The Commission has cited with approval that, under section 8(d) of the National Labor Relations Act, a party's refusal to sign a contract after agreeing to its terms is a *per se* refusal to bargain violation. *Shoreline School District*, Decision 9336-A (PECB, 2007); *Mason County*, Decision 2307-A (PECB, 1986).

Similarly, the Commission has historically held that a party commits an unfair labor practice when it rejects an agreement reached at the bargaining table and ratified by the other party. In *Island County*, Decision 857 (PECB, 1980), the employer committed an unfair labor practice when county commissioners attempted to renegotiate an overtime provision in a tentative agreement and did not sign the agreement after the union refused to renegotiate. In *Naches Valley School District*, Decision 2516 (EDUC, 1987), *aff'd, Naches Valley School District*, Decision 2516-A (EDUC, 1987), an examiner ruled the union committed an unfair labor practice when it refused to execute an agreement approved by the union's bargaining team and subsequently rejected by the union membership after the school board voted to ratify the agreement.

Outside opposition to the terms of a tentative agreement after its ratification by the opposing party does not relieve the party of its good faith obligation to ratify the tentative agreement. In *City of Fife*, the employer committed an unfair labor practice when the city council, responding to criticism from constituents, refused to authorize the mayor to execute the agreement after the union accepted and ratified the employer's last, best, and final offer. Similarly, the Commission found the employer committed an unfair labor practice in *Shoreline School District*, when the school district superintendent recommended the employer's board of directors reject a tentative agreement because the superintendent opposed a proposal made by the employer's bargaining team and accepted and ratified by the union.

ANALYSIS

On October 16, 2008, the employer began negotiations with its public works bargaining unit represented by Teamsters Local 252 and the International Union of Operating Engineers, Local 302, which the parties refer to as the council, for a successor agreement to the collective bargaining agreement in effect from January 1, 2008 to December 31, 2008. On November 20, 2008, Teamsters Local 252 and the employer commenced negotiations for successor agreements with the employer's appraisers, general services, juvenile detention, and probation services bargaining units, whose agreements also expired on December 31, 2008.

The beginning of contract negotiations with the five bargaining units roughly corresponded with the county's work preparing the 2009 budget. County officials anticipated that tax revenue decreases would create budgetary hardships in 2009. Testimony indicated the county treasurer and others were specifically concerned about revenue shortfalls in the first three months of 2009. As a result of anticipated revenue shortfalls, the county reduced its budget to spending levels similar to those in the county budgets four and five years earlier.

The county's severe financial situation was a dominant theme of the negotiations. The employer eventually offered each of the five bargaining units a separate comprehensive contract proposal for a contract term of January 1, 2009, to June 30, 2010. In the negotiations for each of the bargaining units, the union proposed one relatively minor change, which the employer accepted.

In recognition of the county's difficult financial situation, the terms of the final tentative agreements included seven furlough days, relatively small cost of living adjustments, and wage freezes during the first six months in four of the five tentative agreements.

The employer and the union reached tentative agreements for the appraisers and general services bargaining units on February 25, 2009, the juvenile detention and probation services bargaining units on February 27, and the public works bargaining unit on March 4. The union ratified the five tentative agreements between March 9 and March 25. The union signed each agreement and delivered them to the employer for ratification and signature on March 24 and March 27.

Testimony indicated the employer learned, sometime in early to mid-March 2009, that its financial situation was worse than anticipated when it prepared the 2009 budget. In specific, on March 23, 2009, the county's finance committee met to assess the first three months of 2009. The financial reports and revenue projections indicated that revenue in the county's current expense fund would be approximately $1.1 million lower than anticipated for 2009. The next day, the county commissioners scheduled an April 14 public hearing to consider budget revisions to balance the budget in response to the projected revenue shortfall.

Despite learning the budget problem was worse than previously anticipated, the employer made no attempt to notify the union or reopen bargaining of the tentative agreements. On the contrary, the employer placed the five tentative agreements on the "consent agenda" for approval at the board of commissioners' April 7, 2009 regularly scheduled public meeting. The draft agenda distributed before the meeting provided notice to the public, including the union, that the commissioners placed the tentative agreements on the "consent agenda" for routine and summary approval: "All items listed under the 'Consent Agenda' are considered to be routine by the Commission and will be enacted by one motion unless a Commissioner or citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda."

Mason County Judge Amber Finlay interrupted the routine approval of the tentative agreements and requested the commissioners remove the probation services and juvenile detention

agreements from the consent agenda for more discussion. Commissioner Tim Sheldon responded by removing all five tentative agreements from the consent agenda, not just the two requested by Judge Finlay. After discussing the tentative agreements, the three commissioners voted unanimously to reject all five agreements, which were estimated to increase the employer's expenses by approximately $96,000 over the life of the contracts. The union learned about the employer's concerns with the tentative agreements by attending the public meeting and witnessing the vote.

At the unfair labor practice hearing, union President Gary Johnston testified the commissioners' rejection of the tentative agreements surprised him. Johnston testified that throughout collective bargaining negotiations Human Resources Director T.J. Martin – the lead negotiator and co-lead negotiator for the employer on all five tentative agreements – repeatedly assured Johnston that Martin had kept the commissioners informed about the negotiations and the commissioners would ratify the agreements. Johnston testified that Martin had reassured Johnston the commissioners would ratify the tentative agreements at the April 7, 2009 meeting of the county commissioners "four or five days prior" to the meeting and again "minutes before the meeting."

After the commissioners rejected the tentative agreements at the April 7 meeting, Johnston requested in an April 13 telephone conversation and by e-mail, that Martin provide specific reasons explaining the commissioners' rejection of the five tentative agreements. Martin responded by e-mail on April 14 that the $1.1 million shortfall was the primary reason for the commissioners' actions. Martin's e-mail also stated the commissioners requested on April 7 that he return to the bargaining table. Martin wrote Johnston "I am working with the Commissioners so I may gain a more definite statement from them regarding the exact economic parameters they wish me to work under in order for the contracts to be ratified."

In the time period between Martin's April 14 e-mail and the union's filing of the unfair labor practice complaints on April 27, the county did not offer dates or attempt to re-negotiate the tentative agreements, and did not provide any additional details regarding why the commissioners rejected the agreements. On May 28, one month after the union filed the complaints, Martin sent a short e-mail to Johnston. Martin asked if Johnston had received

Martin's April 14 e-mail and closed by writing "I would still like to engage in a discussion about the collective bargaining agreements, despite the current economic downturn."

The union argues the employer's actions violated the employer's duty to bargain in good faith. The union contends the employer's good faith bargaining obligations required the employer to finalize tentative bargaining agreements by ratifying its own proposals. The union asserts the employer did not establish a business necessity existed to justify the employer's rejection of the tentative agreements.

The employer argues the approximate $1.1 million budget shortfall required the commissioners to reject the tentative agreements. The employer contends the county commissioners gave the union notice of the county's intent to withdraw from the tentative agreements and its reasons for the withdrawal when it was first legally able to do so at a public meeting in accordance with the Washington State Open Public Meetings Act, chapter 42.30 RCW.

I find the totality of circumstances proves the employer failed to bargain in good faith and committed refusal to bargain unfair labor practices similar to those in the cases cited above. At the time negotiations for the five collective bargaining agreements began in 2008, the employer was well aware that 2009 would be a challenging year economically, and that the first three months of 2009 could be especially difficult. With these severe economic problems in mind, the employer offered comprehensive proposals to each of the five bargaining units. Each bargaining unit accepted the employer's offer with one minor change to the employer's comprehensive proposal. The union recognized the employer's difficult financial situation by agreeing to, among other things, furlough days and, in four of the five contracts, wage freezes for the first six months of the contracts. The union members met and ratified the tentative agreements between March 9 and March 25. The employer discovered, sometime prior to or during the March 23 finance committee meeting, that economic circumstances were worse than the employer previously anticipated. Rather than notify the union or attempt to re-negotiate the tentative agreements, the commissioners scheduled the agreements for routine ratification as part of the consent agenda at the commissioners' regularly scheduled public meeting on April 7. At that meeting, the commissioners made a last minute surprise decision to remove the agreements from

the consent agenda and to reject them. The commissioners rejected the tentative agreements without setting a date for future negotiations, and without providing an explanation for the rejection beyond the unexpected revenue shortfall. In sum, as in the cases cited above, the employer committed unfair labor practices when the county commissioners rejected tentative agreements, the terms of which resulted from the employer's own comprehensive offers, which were ratified and signed by the union.

The *Office of the Governor* Decision

The employer places heavy if not exclusive reliance upon *State - Office of the Governor*, Decision 10353 (PSRA, 2009). *Office of the Governor* involves interpretation and application of the Personnel System Reform Act of 2002 (PSRA), codified in chapter 41.80 RCW. Chapter 41.80 RCW establishes a series of specific procedures to fund collective bargaining agreements between state agencies and their unions: the parties must submit agreements for wages and fringe benefits to the Washington State Office of Financial Management (OFM) by October 1 prior to the legislative session at which the legislature will consider funding the requests; the director of OFM must certify the agreements are financially feasible; if the agreements are certified as financially feasible, the governor must include the funding requests in her budget request to the legislature; and the legislature must approve or deny the funding requests.

In *Office of the Governor*, the parties reached tentative agreements regarding wages and fringe benefits. During the three months between the time the tentative agreements were reached and the date the governor submitted her budget request to the legislature, the projected state budget deficit increased from $3.2 to $5.9 billion dollars. The director of OFM certified the tentative agreements were not financially feasible, and the governor's budget did not request the legislature fund the wage and benefit provisions in the agreements.

In *Office of the Governor*, the union filed an unfair labor practice complaint alleging the employer's failure to certify the tentative agreements for funding to the legislature represented bad faith bargaining.

The Commission ruled that a party might possibly withdraw from a tentative agreement if the party provided timely notice of its intent to withdraw from the agreement and presented valid reasons for withdrawing:

> Prior to withdrawing from a tentative agreement, the withdrawing party must provide notice of its intent and also provide a detailed reason as to why it is withdrawing from the tentative agreement. Where one party timely notifies the other of its intent to withdraw from a tentative agreement and presents valid reasons that are not so illogical as to warrant an inference that the withdrawal indicates intent not to reach agreement or to punish the opposing party, it is quite possible to arrive at a conclusion no unfair labor practice violation has occurred.

The Commission held the employer complied with the legal standard just quoted. The Commission found the employer notified the union the tentative agreements were not financially feasible because of the unprecedented size of the projected state budget deficits.

I find the employer's reliance on *Office of the Governor* fails for several reasons. First, the applicable law in *Office of the Governor* is not analogous to the law in the present case. *Office of the Governor* involves chapter 41.80 RCW, a unique statutory system that is significantly different than chapter 41.56 RCW, the statutory system in the present case. *Office of the Governor* is based upon interpretation of many of the unique features in chapter 41.80 RCW – the October 1 negotiation deadline, the requirement OFM certify the tentative agreements as financially feasible, the requirement the governor request funding from the legislature, and the requirement the legislature approve or deny funding the agreements.

Second, the facts in *Office of the Governor* are not analogous to the facts in the present case. In *Office of the Governor*, the parties watched for several months after the tentative agreements were reached as the state budget deficits kept climbing to almost incomprehensibly large levels. The employer contacted the union and provided detailed reasons why the employer was no longer able to fund the tentative agreements. In the present case, the employer knew and anticipated its revenues could significantly decrease during the first three months of 2009 while it was engaged in negotiations. The union learned the employer was withdrawing from the tentative agreements at the moment the agreements were about to be routinely approved on the

consent calendar at a regularly scheduled public meeting of the county commissioners. The budget shortfall, although very significant, represented a very small percentage of the county budget.[1]

Applying the law from *Office of the Governor* to the facts in the present case, the Commission's decision indicates a party might possibly withdraw from a tentative agreement if the withdrawing party "timely notifies the other of its intent to withdraw" and provides "a detailed reason as to why it is withdrawing from the tentative agreement." In the present case, the county neither gave timely notice nor provided a detailed reason for rejecting the tentative agreements. In the present case, the county repeatedly told the union the commissioners would ratify the tentative agreements and scheduled the agreements on the consent calendar for summary approval. The union learned the county was rejecting the tentative agreements by attending a public meeting where the commissioners surprisingly removed the agreements from the consent agenda and then rejected them.

Last, *Office of the Governor* provides explicit notice that the Commission's decision is an unusual exception that should be narrowly interpreted: "The facts of this case are unique. Simply put, it is unwise to extrapolate from this case specific circumstances that would permit a party to withdraw from a tentative agreement." *Office of the Governor.*

In sum, *Office of the Governor* does not provide authority for the employer to withdraw from the tentative agreements it made with the union.

Conclusion

In conclusion, I find the union carried its burden of proving the totality of the circumstances demonstrate the employer failed to engage in good faith bargaining. The county commissioners failed to notify and discuss with the union that the county had concerns with the tentative agreements – either during negotiations or after the union ratified the agreements. The county

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[1] Based upon a total county budget of $28,734,316 (exhibit 33 page 2), the $1.1 million revenue shortfall represented 3.8% of the county budget. The estimated cost of funding the contracts was $96,000, which represented 0.33% of the total county budget.

repeatedly assured the union, including minutes before the county's ratification meeting, that the commissioners understood the negotiations and would ratify the tentative agreements, the terms of which derived from the employer's own comprehensive offer. The county commissioners scheduled the tentative agreements for routine approval on the consent agenda at a regularly scheduled public meeting. After a judge asked the commissioners to remove two of the tentative agreements from the consent agenda, the commissioners unexpectedly removed all five agreements from the consent agenda and surprised the union with a unanimous vote to reject them. The record demonstrates the county committed unfair labor practices and violated its good faith bargaining obligations to the union.

FINDINGS OF FACT

1. Mason County is a public employer within the meaning of RCW 41.56.030(1).

2. Teamsters Local 252 is a bargaining representative within the meaning of RCW 41.56.030(3), and is the exclusive bargaining representative of Mason County's appraisers, general services, juvenile detention, and probation services bargaining units.

3. Teamsters Local 252 and the International Union of Operating Engineers, Local 302, which the parties refer to as the council, is a bargaining representative within the meaning of RCW 41.56.030(3), and is the exclusive bargaining representative of Mason County's public works bargaining unit.

4. On October 16, 2008, the employer began negotiations with the council for a successor agreement to the collective bargaining agreement in effect from January 1, 2008, to December 31, 2008, for the employer's public works bargaining unit.

5. On November 20, 2008, Teamsters Local 252 and the employer commenced negotiations for successor agreements to the collective bargaining agreements in effect from January 1, 2008, to December 31, 2008, for the employer's appraisers, general services, juvenile detention, and probation services bargaining units.

6. On February 25, 2009, the union and employer reached tentative collective bargaining agreements for the period of January 1, 2009, to June 30, 2010, for the appraisers and general services bargaining units.

7. On February 27, 2009, the union and employer reached tentative collective bargaining agreements for the period of January 1, 2009, to June 30, 2010, for the juvenile detention and probation services bargaining units.

8. On March 4, 2009, the council and employer reached a tentative collective bargaining agreement for the period of January 1, 2009, to June 30, 2010, for the public works bargaining unit.

9. The county's severe financial situation was the dominant theme of the contract negotiations. In each of the five bargains, the terms of the final tentative agreements resulted from a comprehensive proposal by the employer, with one relatively minor change proposed by the union. In recognition of the county's economic difficulties, the union agreed to seven furlough days in each agreement, relatively small cost of living adjustments, and wage freezes for the first six months in four of the five tentative agreements.

10. The union ratified the tentative collective bargaining agreements described in Findings of Fact 6, 7, 8, and 9 between March 9 and March 25, 2009; the union signed the agreements and delivered them to the employer for ratification and signature on March 24 and March 27, 2009.

11. Sometime prior to or during the March 23, 2009 meeting of the employer's finance committee, the employer discovered that declining revenue projections would result in a budget deficit of approximately $1.1 million in the 2009 budget.

12. On March 24, 2009, the Mason County Commissioners scheduled an April 14 public hearing to consider budget cuts to respond to the declining revenue projections.

13. The commissioners scheduled the tentative agreements for routine ratification on the consent agenda of the commissioner's April 7, 2009 regularly scheduled public meeting.

14. Prior to the April 7, 2009 meeting, the commissioners did not notify the union it had any concerns with the tentative agreements. The employer repeatedly assured the union the commissioners were kept informed about the negotiations and would ratify the tentative agreements with the five bargaining units. The employer reassured the union the commissioners would ratify the tentative agreements four or five days prior to the April 7 meeting and again minutes before the April 7 meeting.

15. During the April 7, 2009 meeting, the commissioners removed the tentative agreements from the consent agenda and voted unanimously to reject them. The union learned about the employer's concerns with the tentative agreements by attending the public meeting and witnessing the vote.

16. The employer neither provided the union with additional information explaining the commissioners' rejection of the tentative agreements nor provided the union with new proposals or specific dates for bargaining between April 7, 2009 and the union's filing of unfair labor practice complaints on April 27, 2009.

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. By its conduct rejecting the tentative collective bargaining agreements, as described in Findings of Fact 6 through 16, Mason County did not fulfill its obligation to bargain in good faith and violated RCW 41.56.140(4) and (1).

ORDER

MASON COUNTY, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Refusing to execute and implement the tentative collective bargaining reached by the parties in the public works, general services, appraisers, probation services, and juvenile detention bargaining units as described in Findings of Fact 6, 7, 8, and 9.

   b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the state of Washington.

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

   a. Execute and implement the collective bargaining agreements reached by the parties in the public works, general services, appraisers, probation services, and juvenile detention bargaining units as described in Findings of Fact 6, 7, 8, and 9.

   b. Take any additional actions which are necessary to implement the collective bargaining agreements retroactive to January 1, 2009.

   c. Process any and all grievances filed by Teamsters Local 252 and the council concerning claimed violations of the collective bargaining agreement during the period from January 1, 2009, up to the date of the employer's compliance with the order, without asserting any procedural defenses based on failure to comply with contractual time limits.

d. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. Mason County shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

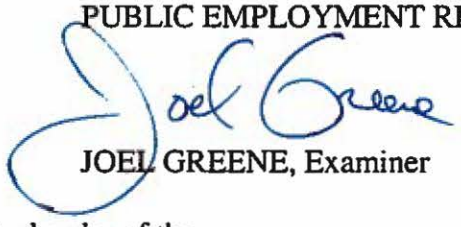
e. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Mason County Board of Commissioners, and permanently append a copy of the notice to the official minutes of the meeting when the notice is read as required by this paragraph.

f. Notify Teamsters Local 252 and the International Union of Operating Engineers, Local 302, 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 complainant with a signed copy of the notice provided by the Compliance Officer.

g. Notify the Compliance Officer 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 Compliance Officer with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 1st day of July, 2010.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



JOEL GREENE, Examiner

This order will be the final order of the agency unless Mason County files an appeal with the Commission under WAC 391-45-350.

CASES 22424-U-09-5723, 22425-U-09-5724, 22426-U-09-5725,
22427-U-09-5726, and 22423-U-09-5722
DECISIONS 10798, 10799, 10800, 10801, and 10802 - PECB

COLLECTIVE BARGAINING
PERC
STATE OF WASHINGTON

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT *MASON COUNTY* COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY failed to bargain in good faith and interfered with employee rights when we rejected at a public meeting tentative agreements negotiated with, and ratified by, the union.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL execute and implement the tentative collective bargaining agreements previously ratified by the union and rejected by the county commissioners at its April 7, 2009 meeting for the public works, general services, appraisers, probation services, and juvenile detention bargaining units.

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.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.