Island County, Decision 11946 (PECB, 2013)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

ISLAND COUNTY DEPUTY SHERIFF'S GUILD, Complainant, vs. ISLAND COUNTY, Respondent.	CASE 25552-U-13-6539 DECISION 11946 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Cline & Associates, by *James M. Cline* and *Mitchell A. Riese,* Attorneys at Law, for the union.

Prosecuting Attorney Gregory M. Banks, by *Jacquelyn M. Aufderheide,* Special Deputy Prosecutor, for the employer.

On March 20, 2013, the Island County Deputy Sheriff's Guild (union) filed a complaint with the Public Employment Relations Commission (Commission) charging an unfair labor practice against Island County (employer). A preliminary ruling was issued for the complaint on March 27, 2013, finding a cause of action for refusal to provide relevant information requested by the union concerning interest arbitration.

The case was assigned to Examiner Claire Nickleberry and a hearing was held on June 25 and July 25, 2013. The parties filed post-hearing briefs to complete the record.

ISSUES

1. Did the employer fail or refuse to provide relevant collective bargaining information requested by the union related to the parties' interest arbitration hearing?

2. If so, should the union receive the extraordinary remedy of recovery of attorney fees?

Based on the testimony, exhibits, and arguments contained in the parties' post-hearing briefs, I find the employer failed or refused to provide relevant collective bargaining information requested by the union related to the parties' interest arbitration hearing. I do not find a basis to award the extraordinary remedy of payment of the union's attorney fees.

ISSUE 1 – Refusal to Provide Information

APPLICABLE LEGAL STANDARDS

The duty to bargain includes a duty to provide relevant information needed by the opposite party for the proper performance of its duties in the collective bargaining process. The Commission has ruled the duty to disclose information includes the duty to disclose pertinent economic information. The Washington Supreme Court affirmed the Commission, holding that the employer's duty to bargain, and thus the duty to provide relevant information requested by the union, continues after the Commission has certified issues for interest arbitration. *City of Bellevue*, Decision 3085-A (PECB, 1989), *aff'd*, *City of Bellevue v. International Association of Fire Fighters, Local 1604*, 119 Wn.2d 373 (1992).

The obligation extends not only to information that is useful and relevant to the collective bargaining process, but also encompasses information necessary to the administration of the parties' collective bargaining agreement. *King County*, Decision 6772-A (PECB, 1999). Failure to provide relevant information upon request constitutes a refusal to bargain unfair labor practice. *University of Washington*, Decision 11414-A (PSRA, 2013); *University of Washington*, Decision 11499-A (PSRA, 2013).

Upon receiving a relevant information request, the receiving party must provide the requested information or notify the other party if it does not believe the information is relevant to collective bargaining activities. *Seattle School District*, Decision 9628-A (PECB, 2008). If a party perceives that a particular request is irrelevant or unclear, the party is obligated to communicate

its concerns to the other party in a timely manner. *Pasco School District*, Decision 5384-A (PECB, 1996). If the requesting party does not believe the provided information sufficiently responds to the intent and purpose of the original request, the requesting party has a duty to contact the responding party and engage in meaningful discussions about what type of information the requestor is seeking. *Kitsap County*, Decision 9326-B (PECB, 2010). The parties are expected to negotiate any difficulties they encounter with information requests. *Port of Seattle*, Decision 7000-A (PECB, 2000); *City of Yakima*, Decision 10270-B (PECB, 2011); *University of Washington*, Decision 11499-A.

Parties must be prompt in providing relevant information. Unreasonable delay in providing necessary information may constitute an unfair labor practice. *Fort Vancouver Regional Library*, Decision 2350-C (PECB, 1988); *University of Washington*, Decision 11499-A.

When responding to an information request, an employer has an obligation to make a reasonable good faith effort to locate the requested information. *Seattle School District*, Decision 9628-A; *University of Washington*, Decision 11499-A.

The elements of proof for an employer refusal to provide information violation that the union must establish are:

- It is the exclusive bargaining representative of the employees involved.
- It requested existing information relevant to the performance of its functions in collective bargaining or contract administration.
- The employer failed or refused to provide the requested information.

ANALYSIS

The union is the exclusive bargaining representative of a bargaining unit of all regular full-time and part-time Commissioned Deputies of the Island County Sheriff's office. The last collective bargaining agreement (CBA) between the parties expired on December 31, 2008. The union has worked without a contract since 2009.

On January 29, 2009, the employer and union filed a joint request for mediation with the Commission.[1] After a prolonged period of mediation, the following issues remained in dispute between the parties and on July 23, 2010, were certified for interest arbitration by the Commission's Executive Director: [2]

- Article 8 Holidays
- Article 10 Sick Leave
- Article 15 Hours
- Article 16 Health and Welfare
- Article 17 Uniform Allowance
- Article 18 Wages
- Article 21 Bill of Rights
- Article 24 Duration
- Appendix A Uniforms
- Appendix B Wage Rates

This certification was later amended to include Article 4.4–Office Equipment and Article 5.7–Arbitration. An interest arbitration hearing has been delayed for a lengthy period of time. In June 2012, the union retained Jim Cline as its new representative.

On July 2, 2012, Cline sent a request for information letter via e-mail to the employer's representative, Bob Braun. The request included 31 items related to the pending interest arbitration case, and was made under Chapter 41.56 RCW, the Public Employees' Collective Bargaining Act and Chapter 42.56 RCW, the Public Records Act. Cline states in the letter, "Because of the extensive nature of the request, we are willing to work with you and the County concerning compliance with the five-day mandate of the PRA [Public Records Act], but we do need a reasonable prompt response to this request. The request should be fulfilled on a rolling basis, as documents are available." Cline continued by suggesting a conference to determine a method and timetable for production of the documents. Braun responded on July 2, 2012, by acknowledging receipt of the information request and indicating, "We will start to work on it." Braun stated that he would be asking the union for information as well. Braun then asked,

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1 Case 22239-M-09-6915.

2 Case 23397-I-10-551.

"What would be your timeline for the receipt (by you) and delivery (to us) of information?" Later on July 2, 2012, Cline responded, "As far as the information request, we would like that on a rolling basis as it is available. The sooner we can start getting the information the better but we don't need everything by next week or next month. I had thought that your client would start pulling the information together and then we might discuss what a reasonable production schedule is. Once we have an arbitrator determined and a date set, we can work backwards from there as to when we'll need the records."

The union's information request included items related to the pending interest arbitration and included items regarding the employer's bargaining proposals, details of the comparable jurisdictions used by the employer for the pending interest arbitration process, wage and total compensation analyses and surveys for all employees, CBAs for all bargaining units of the employer, information regarding compensation for all non-represented employees and elected officials, information on previous interest arbitration decisions involving the employer, reports and memorandums for a variety of financial and budget information, documents regarding the cost of the union's proposal or other cost analysis, health insurance consultants/underwriters reports and correspondence, and the sheriff's department annual reports and calls for service.

On July 3, 2012, Cline requested a list of arbitrators from the Commission's dispute resolution panel for the parties' interest arbitration proceeding.

On August 7, 2012, Braun sent an e-mail to Darren Crownover, union president, requesting that the union consider bargaining a wage for 2013 and leaving the previous years' determination for the interest arbitration hearing. On August 10, 2012, Cline responded to Braun indicating a willingness to bargain, but wanted to include all unsettled years. Cline indicated that the union would need a response on its pending information request to prepare for such negotiations.

On August 31, 2012, Cline sent an e-mail requesting a response from Braun to Cline's August 10 e-mail. On September 1, 2012, Braun responded by e-mail insisting that the union consider bargaining wages and health insurance issues only for 2013. The same day Cline responded restating his concern about bargaining just 2013 and not all of the previous years. Cline again

reminded Braun that the employer's response to the information request was overdue, stating, "whether we meet or not (any meeting will require that the County fulfill the terms of that request in advance) the County is obligated to respond to the Guild's pending inquiries. I would respectfully suggest that you might want to confer with the County's public records officer because I believe the County is currently in violation of the public records act in its late response to the Guild's request."

On September 3, 2012, Braun sent an e-mail indicating that, "We do not agree regarding the delivery of information." At the hearing when asked about his interpretation of a "rolling basis" that Cline had suggested as a method to produce documents, Braun testified, "That sentence tells me that the County's in absolute control of the timing. It tells me that the County, when it gets around to making it available, they'll make it available to you." Braun's testimony does not support the employer's position that it was making an effort to comply with the information request in a timely manner.

On September 20, 2012, Cline sent an e-mail to Greg Banks, Island County's Prosecuting Attorney, stating his concern regarding the employer's lack of production to the union's information request and requesting a plan of action to be established to avoid the need for the union to file a public records lawsuit against the employer. On September 25, 2012, Banks replied that he had spoken with Braun and Melanie Bacon, Human Resources Director. Banks assured Cline that Bacon was working on the information request and would be providing the information through Braun.

On November 15, 2012, Cline filed a Public Records Act lawsuit on behalf of the union because the employer had not produced the information requested. Elaine Marlow, Budget Director, testified that she was not made aware of the union's information request until November 2012 when Bacon contacted Marlow and asked her to provide information relative to the request. Bacon did not testify so it is not clear why she delayed forwarding the information request for four months.

On November 19, 2012, Marlow sent a letter to union president Crownover, outlining the union's request for information and the employer's corresponding responses. Though she was

aware the information request was made by Cline, Bacon had instructed Marlow to send her responses directly to Crownover.

Marlow testified that she invited the union to come to her office and search through her twelve file cabinets to locate the information requested. Marlow claims she started gathering documents, and testified: "I went—as I went through my office, if I saw something that pertained to your (union's) request, I put it in a box." In December 2012, Marlow showed Cline some budget documents that she had in a box in response to a specific information request. Marlow testified that she continued to add documents to the box(es) but didn't tell the union that she had additional information available. Marlow claims to have told Cline about the box of documents during a February 2013 conference call, although that was not confirmed by anyone else that participated in the call. At the hearing Marlow testified that she had several boxes in her office with documents responsive to the union's information request, but it is not clear that she told the union that the information was available. At one point Marlow testified that she told the union there were boxes in her office that they could go through and then later she didn't remember if she told anyone. Marlow's testimony is unreliable since she didn't recall much of the conversations about the contents, timing, and or notification to the union regarding the box(es) in her office. Marlow's testimony regarding her responsibility for coordinating the response to the union's information request is also contradictory with testimony she gave at a deposition for the union's Public Records Act lawsuit. Much of Marlow's testimony is not credible.

The parties' interest arbitration hearing was scheduled to start on April 29, 2013. On March 27, 2013, after the union filed its unfair labor practice complaint, the Commission's Executive Director suspended the interest arbitration proceedings while the unfair labor practice proceedings are pending.

Part of the information request was for production of Marlow's e-mails, board of commissioner e-mails, and auditor department e-mails related to county budgets, financials and collective bargaining. The union had made it clear that it needed all information prior to the scheduled interest arbitration hearing. Marlow testified that she produced the e-mails in three installments, one in March; and two after the scheduled hearing date: one in May and one in June. The

majority of the e-mails was produced after the scheduled hearing date and would have been of no use to the union, as the union had indicated in its request that it needed the information to prepare for the hearing.

Anne LaCour, Chief Deputy Auditor, was requested by Marlow to participate in the February 2013 conference call with the union because there would be questions about fund balances. LaCour testified that she was not previously made aware of the information request filed by the union. Given her position, knowledge and responsibility for the information being requested, it seems incomprehensible that Marlow or Bacon would not have requested LaCour's assistance sooner or at least made her aware of the information request.

It is clear from the record that the employer did not take the union's information request seriously. There was no credible reason provided to explain why the employer took no action on the request until the union filed a lawsuit. Until that time, the employer basically disregarded the request. The fact that Cline offered some flexibility with the production schedule is not an excuse to ignore the request. While the employer's post-hearing brief claims that all information has now been provided, the testimony of the employer's witnesses contradict that claim. LaCour testified that she told Cline some of the information requested was in her office but she had not provided it. Marlow testified that some boxes of information were still in her office and that she couldn't recall if she had notified the union of the additional information.

CONCLUSION

On July 2, 2012, the union made a detailed request for information relevant to the proper performance of its duties in the collective bargaining process, specifically regarding a pending interest arbitration proceeding. The employer failed to provide any of the information until November 19, 2012, over four months after the information request was made, and then only after the union filed a public records lawsuit.

Upon receiving a relevant information request, the receiving party must provide the requested information or notify the other party if it does not believe the information requested is relevant to

collective bargaining activities. The employer never made a claim that the information requested was not relevant.

If a receiving party believes a requested item is irrelevant or unclear, the party is obligated to notify the other party in a timely manner. When the employer requested clarity on some items, the union engaged in dialogue to provide the clarity. However, the employer's inquiry did not come until many months had passed and the union had filed its public records lawsuit.

I find that the employer failed to make a good faith effort to respond to the union's information request. The employer did not make any attempt to provide information to the union until the union filed a public records lawsuit four months after the original information request. Finally, Bacon forwarded the information request to Marlow who initially responded by telling the union they could come to her office and look through her twelve file cabinets for the information the union sought. It is still unclear whether the employer has even yet provided all of the information requested. The employer failed to fulfill its good faith obligation to respond to the union's information request.

ISSUE 2 – Attorney Fees

APPLICABLE LEGAL STANDARDS

RCW 41.56.160 is the statutory basis for a remedial order, including an award of attorney fees. *State ex rel. Washington Federation of State Employees v. Board of Trustees*, 93 Wn.2d 60, 69 (1980). An award of attorney fees should not be commonplace; it should be reserved for cases in which a defense to an unfair labor practice charge can be characterized as frivolous or meritless. *State ex rel. Washington Federation of State Employees*, 93 Wn.2d at 69. "The term 'meritless' has been defined as meaning groundless or without foundation." *Id.* Attorney fees are appropriate in cases in which the employer engages in a pattern of bad faith bargaining. *Lewis County. v. PERC*, 31 Wn. App. 853 (Div. 2, 1982), *review denied*, 97 Wn.2d 1034 (1982).

The authority granted to the Commission by the remedial provision of the statute has also been interpreted to authorize an award of attorney fees. Attorney fees can be granted: (1) if such an

award is necessary to make the Commission's orders effective, and (2) the defense to the unfair labor practice charge was meritless or frivolous, or the respondent has engaged in a pattern of conduct showing a patent disregard of its good faith bargaining obligation. *Lewis County*, Decision 644-A (PECB, 1979), *aff'd, Lewis County v. PERC*, 31 Wn. App. 853 (1982); *Municipality of Metropolitan Seattle (METRO)*, Decision 2845-A (PECB, 1988), *aff'd, Municipality of Metropolitan Seattle*, 118 Wn.2d 621 (affirming the Commission's authority to order interest arbitration); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *aff'd, Pasco Housing Authority v. PERC*, 98 Wn. App. 809 (2000) (affirming the Commission's order of attorney fees when such an order was necessary to make the order effective, the defenses were frivolous, and the violations evidenced a pattern of bad faith conduct); *Spokane County Fire District 9*, Decision 3773-A (PECB, 1992) (attorney fees awarded for a frivolous appeal) *reversed on other grounds International Association of Fire Fighters, Local 2916 v. Public Employment Relations Commission*, 128 Wn.2d 375 (1995).

In *University of Washington,* Decision 11499-A, the Commission stated "An extraordinary remedy is not appropriate when a standard remedy will suffice. Deviations from the standard remedy, such as not ordering a portion of the standard remedy, attorney fees, and interest arbitration are extraordinary remedies."

ANALYSIS

The union has requested an extraordinary remedy of recovery of attorney fees.

Awards of attorney fees are not taken lightly. In this case the union argues in its post-hearing brief that:

> The County asserted that its duty to produce records was limited to creating an opportunity for inspection, not actually the locating documents.
>
> The County asserted that it had produced "all the information that at issue and the Guild's complaint" even though it was undeniable that abundant all requested information was *not* produced either at the time the complaint was filed or still yet at the time this hearing was conducted.

> The County was unaware until September 20, 2012 that "the Guild had changed its timeline for receipt of the records" even though weeks before that date the Guild had expressed concern over the County's failure to reply and demanded production.

While I agree that the production of documents was not timely and the employer failed to display good faith when it delayed any response to the information request for four months, there is no history or pattern of ongoing behavior of bad faith displayed. Once the employer started to respond to the information request there was discussion about the financial items that the union was requesting and some effort was made to comply with the request although arguably it appears that not all of the information requested had been produced at the time of the hearing.

CONCLUSION

Given the Commission's guidance regarding extraordinary remedies, I believe a standard remedy is appropriate. I do not find a basis to award the extraordinary remedy of payment of the union's attorney fees.

FINDINGS OF FACT

1. Island County (employer) is a public employer within the meaning of RCW 41.56.030(12).

2. Island County Deputy Sheriffs Guild (union) is a bargaining representative within the meaning of RCW 41.56.030(2).

3. The last collective bargaining agreement (CBA) between the parties expired on December 31, 2008. The union has worked without a contract since 2009. An interest arbitration hearing has been delayed for a lengthy period of time.

4. On January 29, 2009, the employer and union filed a joint request for mediation with the Commission.[3] After a prolonged period of mediation, the following issues remained in

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[3] Case 22239-M-09-6915.

dispute between the parties and on July 23, 2010, were certified for interest arbitration by the Commission's Executive Director: [4]

- Article 8 Holidays
- Article 10 Sick Leave
- Article 15 Hours
- Article 16 Health and Welfare
- Article 17 Uniform Allowance
- Article 18 Wages
- Article 21 Bill of Rights
- Article 24 Duration
- Appendix A Uniforms
- Appendix B Wage Rates

This certification was later amended to include Article 4.4–Office Equipment and Article 5.7–Arbitration.

5. In June, 2012, the union retained Jim Cline as its new representative.

6. On July 2, 2012, Cline sent a request for information letter via e-mail to the employer's representative, Bob Braun. The request included 31 items related to the pending interest arbitration case, and was made under Chapter 41.56 RCW, the Public Employees' Collective Bargaining Act and Chapter 42.56 RCW, the Public Records Act. Cline states in the letter, "Because of the extensive nature of the request, we are willing to work with you and the County concerning compliance with the five-day mandate of the PRA [Public Records Act], but we do need a reasonable prompt response to this request. The request should be fulfilled on a rolling basis, as documents are available." Cline continued by suggesting a conference to determine a method and timetable for production of the documents.

7. Braun responded on July 2, 2012, by acknowledging receipt of the information request and indicating, "We will start to work on it." Braun stated that he would be asking the union for information as well. Braun then asked, "What would be your timeline for the

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[4] Case 23397-I-10-551.

receipt (by you) and delivery (to us) of information?" Cline responded on July 2, 2012, "As far as the information request, we would like that on a rolling basis as it is available. The sooner we can start getting the information the better but we don't need everything by next week or next month. I had thought that your client would start pulling the information together and then we might discuss what a reasonable production schedule is. Once we have an arbitrator determined and a date set, we can work backwards from there as to when we'll need the records."

8. On July 3, 2012, Cline requested a list of arbitrators from the Commission's dispute resolution panel for the parties' interest arbitration proceeding.

9. On August 7, 2012, Braun sent an e-mail to Darren Crownover, union president, requesting that the union consider bargaining a wage for 2013 and leaving the previous years' determination for the interest arbitration hearing.

10. On August 10, 2012, Cline responded to Braun indicating a willingness to bargain, but wanted to include all unsettled years. Cline indicated that the union would need a response on its pending information request to prepare for such negotiations.

11. On August 31, 2012, Cline sent an e-mail requesting a response from Braun to Cline's August 10 e-mail.

12. On September 1, 2012, Braun responded by e-mail insisting that the union consider bargaining wages and health insurance issues only for 2013. The same day Cline responded restating his concern about bargaining just 2013 and not all of the previous years. Cline again reminded Braun that the employer's response to the information request was overdue, stating, "whether we meet or not (any meeting will require that the County fulfill the terms of that request in advance) the County is obligated to respond to the Guild's pending inquiries. I would respectfully suggest that you might want to confer with the County's public records officer because I believe the County is currently in violation of the public records act in its late response to the Guild's request."

13. On September 3, 2012, Braun sent an e-mail indicating that, "We do not agree regarding the delivery of information." At the hearing when asked about his interpretation of a "rolling basis" that Cline had suggested as a method to produce documents, Braun testified, "That sentence tells me that the County's in absolute control of the timing. It tells me that the County, when it gets around to making it available, they'll make it available to you."

14. Braun's testimony does not support the employer's position that it was making an effort to comply with the information request in a timely manner.

15. On September 20, 2012, Cline sent an e-mail to Greg Banks, Island County's Prosecuting Attorney, stating his concern regarding the employer's lack of production to the union's information request and requesting a plan of action to be established to avoid the need for the union to file a public records lawsuit against the employer.

16. On September 25, 2012, Banks replied that he had spoken with Braun and Melanie Bacon, Human Resources Director. Banks assured Cline that Bacon was working on the information request and would be providing the information through Braun.

17. On November 15, 2012, Cline filed a Public Records Act lawsuit on behalf of the union because the employer had not produced the information requested.

18. Elaine Marlow, Budget Director, testified that she was not made aware of the union's information request until November 2012 when Bacon contacted Marlow and asked her to provide information relative to the request. Bacon did not testify so it is not clear why she delayed forwarding the information request for four months.

19. On November 19, 2012, Marlow sent a letter to union president Crownover, outlining the union's request for information and the employer's corresponding responses.

20. Marlow testified that she invited the union to come to her office and search through her twelve file cabinets to locate the information requested. Marlow claims she started

gathering documents, and testified: "I went—as I went through my office, if I saw something that pertained to your (union's) request, I put it in a box."

21. In December 2012, Marlow showed Cline some budget documents that she had in a box in response to a specific information request. Marlow testified that she continued to add documents to the box(es) but didn't tell the union that she had additional information available. Marlow claims to have told Cline about the box of documents during a February 2013 conference call, although that was not confirmed by anyone else that participated in the call. At the hearing Marlow testified that she had several boxes in her office with documents responsive to the union's information request, but it is not clear that she told the union that the information was available. At one point Marlow testified that she told the union there were boxes in her office that they could go through and then later she didn't remember if she told anyone.

22. Marlow's testimony is unreliable since she didn't recall much of the conversations about the contents, timing, and or notification to the union regarding the box(es) in her office.

23. Marlow's testimony regarding her responsibility for coordinating the response to the union's information request is also contradictory with testimony she gave at a deposition for the union's Public Records Act lawsuit. Much of Marlow's testimony is not credible.

24. Part of the information request was for production of Marlow's e-mails, board of commissioner e-mails and auditor department e-mails related to county budgets, financials and collective bargaining. The union had made it clear that it needed all information prior to the scheduled interest arbitration hearing.

25. The parties' interest arbitration hearing was scheduled to start on April 29, 2013. On March 27, 2013, after the union filed its unfair labor practice complaint, the Commission's Executive Director suspended the interest arbitration proceedings while the unfair labor practice proceedings are pending.

26. Marlow testified that she produced the e-mails in three installments, one in March; and two after the scheduled hearing date: one in May and one in June. The majority of the e-mails was produced after the scheduled hearing date and would have been of no use to the union, as the union had indicated in its request that it needed the information to prepare for the hearing.

27. Anne LaCour, Chief Deputy Auditor, was requested by Marlow to participate in the February 2013 conference call with the union because there would be questions about fund balances. LaCour testified that she was not previously made aware of the information request filed by the union.

28. While the employer's post-hearing brief claims that all information has now been provided, the testimony of Marlow and LaCour contradict that claim. LaCour testified that she told Cline some of the information requested was in her office but she had not provided it. Marlow testified that some boxes of information were still in her office and that she couldn't recall if she had notified the union of the additional information.

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. As described in Findings of Fact 6 through 28, the employer refused to bargain by failing or refusing to provide relevant collective bargaining information requested by the union related to the parties interest arbitration hearing, in violation of RCW 41.56.140(4) and (1).

ORDER

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

1. CEASE AND DESIST from:

   a. Failing or refusing to provide relevant collective bargaining information requested by the union.

   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. The employer shall provide all information requested in the union's July 2, 2012 information request, unless the employer has already provided such information.

   b. Give notice to and, upon request, negotiate in good faith with the Island County Deputy Sheriff's Guild, before failing or refusing to provide relevant collective bargaining information requested by the union.

   c. 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. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

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

e. Notify the 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 complainant with a signed copy of the notice provided by the Compliance Officer.

f. Notify the Compliance Officer, 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 him with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 9th day of December, 2013.

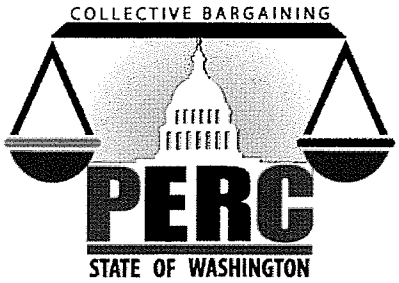
PUBLIC EMPLOYMENT RELATIONS COMMISSION

Claire Nickleberry

CLAIRE NICKLEBERRY, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

CASE 25552-U-13-6539
DECISION 11946 - PECB



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

- **Form, join, or assist an employee organization (union)**
- **Bargain collectively with your employer through a union chosen by a majority of employees**
- **Refrain from any or all of these activities except you may be required to make payments to a union or charity under a lawful union security provision**

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING AND RULED THAT ISLAND COUNTY COMMITTED AN UNFAIR LABOR PRACTICE AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY failed or refused to provide relevant collective bargaining information requested by the union related to the parties interest arbitration hearing.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL provide all information requested in the union's July 2, 2012 information request, unless all such information has already been provided.

WE WILL give notice to and, upon request, negotiate in good faith with the Island County Deputy Sheriff's Guild, before failing or refusing to provide relevant collective bargaining information requested by the union.

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.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
PO BOX 40919
OLYMPIA, WASHINGTON 98504-0919

RECORD OF SERVICE - ISSUED 12/09/2013

The attached document identified as: DECISION 11946 - PECB has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY /S/ ROBBIE DUFFIELD

CASE NUMBER:	25552-U-13-06539	FILED:	03/20/2013	FILED BY:	PARTY 2
DISPUTE:	ER PROVIDE INFO				
BAR UNIT:	LAW ENFORCE				
DETAILS:	-				
COMMENTS:					

EMPLOYER: ISLAND COUNTY
ATTN: ISLAND CO COMMISSIONERS
1 NE 6TH ST
PO BOX 5000
COUPEVILLE, WA 98239-5000
Ph1: 360-679-7354 Ph2: 360-679-7300

REP BY: JACQUELYN AUFDERHEIDE
KITSAP COUNTY
614 DIVISION ST
MS 35A
PORT ORCHARD, WA 98366-4676
Ph1: 360-337-4992 Ph2: 360-337-5776

REP BY: DEBORAH BOE
KITSAP COUNTY
614 DIVISION ST
MS-35-A
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