STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

LEWIS COUNTY CORRECTIONS GUILD, Complainant, vs. LEWIS COUNTY, Respondent.	CASE 22324-U-09-5692 DECISION 10571-A - PECB DECISION OF COMMISSION

Garrettson, Gallagher, Fenrich & Makler, by *Daryl S. Garrettson*, Attorney at Law, for the union.

Michael Golden, Lewis County Prosecuting Attorney, by *J. David Fine*, Civil Deputy Prosecuting Attorney, for the employer.

On March 9, 2009, the Lewis County Corrections Guild (union) filed an unfair labor practice complaint alleging that Lewis County (employer) committed an unfair labor practice by: (1) unilaterally changing its contribution to employee health and dental insurance premiums, (2) unilaterally changing insurance plans offered to employees, and (3) circumventing the union by dealing directly with employees about insurance plans in violation of RCW 41.56.140(4) and (1). Examiner Starr Knutson held a hearing and found that the employer did not commit an unfair labor practice when it changed its contribution to health benefits or by changing the insurance plans offered to employees, but did commit an unfair labor practice by directly dealing with employees.[1] The union now appeals dismissal of its first two allegations.

[1] *Lewis County*, Decision 10571 (PECB, 2009). The employer has not appealed the Examiner's conclusion that it directly dealt with employees in violation of RCW 41.56.140(4) and (1). The remedial order attached with this decision reflects the unchallenged violation of Chapter 41.56 RCW.

ISSUES PRESENTED

1. Did the employer commit a refusal to bargain unfair labor practice by unilaterally changing insurance plans offered to employees?

2. Did the employer commit a refusal to bargain unfair labor practice by unilaterally changing its contributions to employee health and dental insurance premiums?

For the reasons set forth below, we reverse the Examiner's conclusion that the employer did not unilaterally change insurance plans offered to employees without satisfying its bargaining obligation. The evidence demonstrates that the employer allowed the union to select the insurance plans that would be offered to employees without employer input. Therefore, the employer waived its right to offer employees any insurance plan other than those selected by the union. When the employer attempted to allow employees the option of selecting plans other than those selected by the union without first providing notice to the union and an opportunity for bargaining, the employer committed an unfair labor practice.

We also reverse the Examiner's conclusion that the employer did not unilaterally change its contribution to health and dental insurance premiums. The evidence demonstrates that the status quo required the employer to contribute 95% of the cost for employee insurance, regardless of the total amount of the premium. When the employer deviated from that formula without providing notice and an opportunity for bargaining, it committed an unfair labor practice.

DISCUSSION

Duty to Bargain Mandatory Subjects

Under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, a public employer has a duty to bargain with the exclusive bargaining representative of its employees. RCW 41.56.030(4). "[P]ersonnel matters, including wages, hours, and working conditions" of bargaining unit employees are characterized as the mandatory subjects of bargaining under *City of Richland*, Decision 2448-B (PECB, 1987), *remanded*, 113 Wn.2d 197 (1989); *Federal Way School District*, Decision 232-A (EDUC, 1977), *citing NLRB v. Borg-Warner Corp.*, 356 U.S. 342 (1958).

A finding that a party has refused to bargain in violation of RCW 41.56.140(1) and (4) or RCW 41.56.150(1) and (4) is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. *See Spokane School District*, Decision 310-B (EDUC, 1978). The obligation to bargain in good faith encompasses a duty to engage in full and frank discussions on disputed issues, and to explore possible alternatives, if any, that may achieve a mutually satisfactory accommodation of the interests of both the employer and employees. While the parties' collective bargaining obligation under RCW 41.56.030(4) does not compel them to agree to proposals or make concessions, a party is not entitled to reduce collective bargaining to an exercise in futility. *Mason County*, Decision 3706-A (PECB, 1991)(totality of the evidence demonstrated that the employer entered negotiations with a predetermined outcome).

Bargaining from the Status Quo

Good faith bargaining is never from scratch; rather, good faith bargaining occurs when the parties begin from the status quo. *Shelton School District*, Decision 579-B (EDUC, 1984). Similarly, where employees in a bargaining unit vote to change their exclusive bargaining representative, the terms and conditions of employment contained within the previously negotiated collective bargaining agreement delineate the starting point or status quo for any subsequent negotiations. *Snohomish County*, Decision 9834-B (PECB, 2008).

Waiver of Bargaining Rights

A waiver by inaction occurs when a party has knowledge of a proposed change but fails to demand and engage in collective bargaining as is its right. *See City of Yakima*, Decision 1124-A (PECB, 1981) (union responded to notice of a bargaining opportunity with a public information campaign, but never requested bargaining); *Lake Washington Technical College*, Decision 4721-A (PECB, 1995) (union filed a grievance under a collective bargaining agreement, but never requested bargaining).

Application of Standard

Although there are two separate and distinct issues to be reviewed for this appeal, the pertinent facts relate to both, and a brief recitation is necessary in order to provide the proper context for the analysis. Prior to February 2, 2009, Teamsters Local 252 (Teamsters) represented the

employer's corrections employees for purposes of collective bargaining. Employee health insurance was provided through the Teamsters' Welfare Trust plan.

Section 9.4.2 of the collective bargaining agreement set forth a table stating on June 1, 2005, "the Health and Welfare Plans will be changed to the following plans and options as designated below." The table then explained each benefit and the benefit's associated cost. The total cost of employee benefits equaled $889.15.[2] Section 9.4.3 of the collective bargaining agreement required the employer to pay for insurance premiums "on behalf of each employee who received compensation for eighty (80) or more hours in the previous calendar month for the plans outlined in 9.4.2."

Section 9.4.4 of the collective bargaining agreement further stated that "[e]mployees will be responsible for paying their five percent (5%) coinsurance payment through a payroll deduction."

Finally, Section 9.4.5 of the collective bargaining agreement provided:

> Maintenance of Benefits. The trustees of the Washington Teamsters Welfare Trust may modify benefits or eligibility of any plan for purpose of cost containment, cost management, or changes in medical technology and treatment. If premium increases are necessary to maintain the current benefits or eligibility, or benefits or eligibility as modified by the trustees, (sic) In the event premiums are increased, the *Employer's contribution shall at all times be equal to ninety-five percent (95%) paid by the Employer and five (5%) paid by the employees* based upon the plans outlined in Section 9.4.2.; furthermore, such premiums will be reallocated by the agreement of the parties so that the dental and vision insurance are fully paid through the Employer's contribution.

(emphasis added). At the time the union filed its petition to represent the employees, the employer's contribution to employee health benefits was $969.21 per month for each employee.

On November 17, 2008, the union filed a petition for investigation of a question concerning representation with this agency seeking to replace the Teamsters as the exclusive bargaining

---

[2] That table listed the insurance coverage and corresponding premium as follows: Medical - Plan A, $729.00; Life and AD&D, $2.20; Time Loss Plan C, $11.00; Disability Waiver, $10.25; LTD, $6.25; Dental – Plan A, 119.10; Vision – Extended, $11.35.

representative of the employees. Case 22112-E-08-3416. On January 23, 2009, a tally of ballots was issued demonstrating that the employees selected the union as their new exclusive bargaining representative.[3]

Soon thereafter, the union recognized that the Teamsters' Welfare Trust plan was no longer a viable option for health insurance because that plan was limited to employees represented by the Teamsters, and began exploring options for new health benefits. The union met with Julie Fitzpatrick, the employer's Benefits Coordinator, who directed the union to the Washington Counties Insurance Fund (WCIF). WCIF provided insurance for other represented employees in the employer's workforce. Other than directing the union to WCIF, the employer did not take an active role in contacting WCIF, and the employer did not bargain any parameters with the union about the types of insurance plans the union could select or offer to employees, including the cost of such plans. Transcript, page 72, lines 14 -18.

On February 12, 2009, the union met with representatives from WCIF to discuss employees' options for getting insurance coverage. Neither Fitzpatrick nor any other employer representative provided input about which WCIF plans to select, other than asking that all plans be presented to the union. Exhibit 5. At the meeting, the union learned about various WCIF insurance plans, including the Standard PPO, the Budget PPO, the Value PPO, and the AfFOURable PPO. The union decided to offer the employees two WCIF plans: the Standard PPO and the Budget PPO, as both plans closely resembled the Teamsters Trust plan. The union decided against offering its employees the AfFOURable PPO or the Value PPO, which were substantially less expensive. The deadline for bargaining unit employees to select either of the WCIF plans was February 20, 2009, to ensure that coverage would not lapse.

Following the February 12 meeting, Leanna Olive of the WCIF directed the union to fill out paperwork to begin the process of enrolling employees with WCIF. On February 24, 2009, Fitzpatrick contacted Olive and inquired about who filled out the enrollment forms, and also informed Olive that the Value PPO should have been offered to employees. Exhibit 25. Olive replied that she worked closely with the union in selecting the plans, and that the union was only

---

[3] The union was officially certified as the exclusive bargaining representative of the corrections officers on February 2, 2009. *Lewis County*, Decision 10289 (PECB, 2009).

interested in offering the Standard PPO and Budget PPO plans. Exhibit 25. When Fitzpatrick contacted the union about which plans employees were to be offered, the union again stated that it was only interested in offering employees the two plans. Fitzpatrick stated that she wanted to discuss the matter with the union. No discussions ever occurred.

When the employer submitted the paperwork to WCIF, the form included the Value PPO as a plan that could be offered to employees. The employer did not inform the union that it was going to make that change until the change had already been made.

As of February 24, 2009, certain employees had not submitted their WCIF enrollment forms so Fitzpatrick began contacting employees to complete the insurance enrollment process. Fitzpatrick contacted both employees who had not chosen a WCIF plan and those who had. During her conversations with employees, Fitzpatrick informed the employees about the Value PPO and about the out-of-pocket cost comparisons between the Standard PPO and the Value PPO that employees would experience. Fitzpatrick testified that she was unaware that the union had decided against offering employees the Value PPO.

On February 27, 2009, Jail Administrator Chandra Brady (Brady) sent an e-mail to all bargaining unit employees concerning their insurance coverage. Her e-mail explained the out-of-pocket expenses that employees incurred for insurance coverage per family under the unavailable Teamsters Trust plan ($51), the Budget PPO ($186), the Standard PPO ($303), and the Value PPO ($0). Brady also informed employees that the employer was only liable for $969.21 per month for insurance and explained that this conclusion was reached by calculating 95% of the employer's contribution for the Teamsters Trust plan, which had a total monthly cost of $1020.22. As a result, if premium costs were less than $969.21, the employer did not require the employee to contribute towards the premium cost, and the employer would pay the full amount.

Issue 1 – Unilateral Change in Insurance Plans Offered

The Examiner held that the employer did not commit an unfair labor practice when it offered the Value PPO to employees. In reaching her conclusion, the Examiner first found that the employer was not obligated to find an insurance plan that was comparable to the Teamsters Trust plan in order to maintain the status quo. According to the Examiner, the employer fulfilled its obligation

by offering the employees the WCIF insurance plans, and because the union did not specifically request bargaining regarding which of the WCIF plan choices were to be offered, the union waived its bargaining rights. Finally, the Examiner also found that the employer had a legitimate business necessity to make sure that bargaining unit employees were enrolled in the WFIC insurance plans due to the constrained time period between when the Teamsters ceased providing insurance coverage and when the WCIF coverage began. We disagree.

An examination of Commission precedents does not reveal a situation where an employer has waived its bargaining obligation and allowed an exclusive bargaining representative to set a term or condition of employment without the employer's input. Here, the facts clearly demonstrate that the union approached the employer and gave it notice that a new insurance carrier was needed. Shortly thereafter, Fitzpatrick directed the union towards WCIF because WCIF insured other employees within the employer's workforce. However, neither Fitzpatrick nor any other employer representative bargained with the union about any limitations of that search, including the levels of service that would be offered to employees and the cost of the benefits to be secured. In fact, this record establishes that Olive believed that she was working with the union, and also noted that she worked with the union in Fitzpatrick's absence.

Once Fitzpatrick allowed the union to determine a new insurance carrier and the plans employees would be offered without bargaining any limitations to the search, the employer was bound by the decision the union had made regarding health insurance. Due to the employer's inaction, the union's selection became the new status quo. Accordingly, when Fitzpatrick attempted to offer employees an insurance plan that was different from the newly established status quo, the employer committed an unfair labor practice.

On appeal, the employer argues that the Examiner correctly concluded that the employer had a legitimate business necessity for offering the Value PPO, and therefore a unilateral change should not be found. We reject that notion, as well as the Examiner's analysis. The business necessity defense is not apt in this case because the employer waived its bargaining rights over which plans were selected.

Issue 2 – Change to the Relevant Status Quo

The Examiner determined that the status quo only required the employer to contribute a maximum of $969.21 to employee health benefits. In reaching this conclusion, the Examiner held that Section 9.4 of the collective bargaining agreement set the contribution in dollar terms and therefore the employer was only obligated to pay the amount it contributed to the Teamsters Trust in January and February of 2009. The employer supports the Examiner's conclusion.

On appeal, the union argues that the status quo required the employer to pay 95% of the total cost of insurance benefits. To support its conclusion, the union points to the plain language of sections 9.4.4 and 9.4.5 of the collective bargaining agreement as well as agency precedent. We agree.

The status quo obligation of the employer and employees depends on how the parties craft the language in the collective bargaining agreement. *City of Mukilteo*, Decision 9452-A (PECB, 2008). In making such determinations, this Commission has "adhered to an objective manifestation theory in construing words and acts of contractual parties, and impute to a person an intention corresponding to the reasonable meaning of the words and acts." *City of Mukilteo*, Decision 9452-A, *quoting City of Wenatchee*, Decision 8802-A (PECB, 2006). The subjective intent of the parties is irrelevant. *City of Mukilteo*, Decision 9452-A, *citing Everett v. Estate of Sumstad*, 95 Wn.2d 853 (1981). If the plain language used within the collective bargaining agreement demonstrates a meeting of the minds, there is no need to look further into the bargaining process to determine what was intended. *City of Mukilteo*, Decision 9452-A.

For example, in *City of Mukilteo*, the parties' collective bargaining agreement required the employer to contribute 100% of the cost for employee health insurance in the first year of the agreement. However, the language went on to state that in each subsequent year, the employer's "contribution increases shall be limited to a maximum increase of 11% above 2001 rates in 2002, 10% above 2002 rates in 2003, and 10% above 2003 rates in 2004. Any increases that exceed those amounts in 2002, 2003 and 2004 shall be paid by the employee . . . ." That agreement expired without being replaced by a subsequent agreement. *City of Mukilteo*, Decision 9452-A. The Commission found that the language of the collective bargaining agreement demonstrated that "the employer's contribution level is a formula that would be capped at a certain amount, and

bargaining unit employees would be required to cover any additional costs of health insurance premiums." *City of Mukilteo*, Decision 9452-A.

Similarly, in *Snohomish County*, Decision 9834 (PECB, 2007), *aff'd, Snohomish County*, Decision 9834-B, the collective bargaining agreement required the employer to pay a fixed dollar amount toward premiums, and employees were required to pay any remaining amount needed to cover the costs of insurance, regardless of how high or low the cost. When employees changed bargaining representatives, the employer continued to contribute towards insurance premiums only the fixed amount specified in the previously negotiated agreement, even though the overall cost of insurance escalated substantially during the subsequent negotiations.

In *City of Anacortes*, Decision 7007-A (PECB, 2006), a different result was reached. There, the collective bargaining agreement stated the employer would pay 100% of employee health insurance premiums. Insurance premiums subsequently escalated, and when the existing agreement expired, the employer claimed it was only obligated to pay the actual dollar amount it had previously paid for premiums. The Commission found that the status quo required the employer to continue to pay 100% of health insurance premiums, regardless of the cost. When the employer attempted to fix the amount it contributed, it committed an unfair labor practice.

In the instant case, Section 9.4.2 shows that the parties' anticipated benefits would be a specific cost for one specified year. However, Section 9.4.4 clearly demonstrates that the parties intended the employees to pay 5% of the insurance premium costs, and no language exists indicating that the parties intended that level of contribution to change at any time. Furthermore, Section 9.4.5 clearly states that if insurance premiums rise, then the employer's contribution would remain at 95% of the total benefit cost and the employee's share would remain at 5%. No language in the collective bargaining agreement exists demonstrating that the parties intended to freeze the contribution rate of either the employer or the employees if rates rose. Thus, the facts presented more closely resemble the *City of Anacortes* case than the others cited above.

Accordingly, we hold that the status quo, as set by the expired collective bargaining agreement, required the employer to contribute 95% of the total premium cost for employee health benefits, regardless of the total cost. When the employer informed the union that it was only going to pay

the total dollar contribution amount that it had previously paid and implemented that decision, the employer committed an unfair labor practice.

The employer argues that if required to pay more than the $969.21 it had previously contributed for health insurance premiums, the union will effectively be unilaterally changing the status quo without bargaining. This argument fails for two reasons. First, there has been no change to the status quo, as the 95/5% split between contributions continues to be maintained. Second, as mentioned above, the employer waived its bargaining rights with respect to which insurance plans employees would be offered. If the employer wanted input regarding the overall cost of employee health insurance, it should have taken an active role and bargained with the union.

Remedy

The standard remedy for a unilateral change violation is restoring the status quo that existed prior to the unilateral change, making employees whole for any loss of wages, benefits, or working conditions as a result of the employer's unlawful act, posting a notice of the violation, and reading that notice into the record at a public meeting of the employer's governing body. *City of Anacortes*, Decision 6863-A (PECB, 2001), *citing Seattle School District*, Decision 5733-A (PECB, 1997). The typical order also instructs the employer to cease and desist from making unilateral changes to mandatory subjects of bargaining unless the employer first provides the complainant union with notice of proposed changes and the opportunity to bargain over the proposed changes. The purpose of ordering a return to the status quo is to ensure the offending party is precluded from enjoying the benefits of its unlawful act and by gaining an unlawful advantage at the bargaining table. *Herman Sausage Co.*, 122 NLRB 168, 172 (1958).

However, in certain cases where a unilateral change violation has been found, the factual circumstances may dictate a remedial order different from the regular status quo remedy in order to effectuate the purposes of statute. The National Labor Relations Board (NLRB) has held that it will not order the revocation of an unlawfully granted unilateral wage increase, unless revocation of the wage increase is requested by the exclusive bargaining representative. *See Herman Sausage Co.*, 122 NLRB 168 (1958). The NLRB reasoned that if questions exist as to whether an unlawful unilateral change adversely affected employees, the exclusive bargaining representative is in the best position to determine whether a complete return to the preexisting

status quo is appropriate to ensure that there will be no dissatisfaction on the part of the affected employees as a result of enforcement of the statute. *Herman Sausage Co.*, 122 NLRB 168, 173 (1958). The principles announced by the NLRB are applicable to Chapter 41.56 RCW and to this case.[4]

The status quo ante in this case requires an examination of the total insurance premium cost incurred for each employee and the amount that the employee paid during the period that the employer unlawfully changed its contribution to insurance premiums. If the employee paid more than 5% of the total cost, the employer is required to reimburse the employee an amount necessary to make the employee's contribution no more than 5%.

However, this record demonstrates that some employees paid less than 5% of the total cost for insurance premiums. Although a return to the previously existing status quo would normally require any employee who paid less than 5% of the total insurance premium to reimburse the employer so that the employee's contribution equaled 5%, ordering such a remedy could unfairly punish employees for the employer's violations of the law. Accordingly, if the union so requests, any employee who contributed less than 5% of the total insurance premium cost during the period in which the employer unlawfully changed its contribution to insurance premiums will not be required to reimburse the employer any amount. The union shall state its desires with respect to this issue as part of the compliance process.

Finally, we grant the union's request to direct the employer to allow employees to choose only between the two WCIF insurance plans selected by the union, unless the union and employer mutually agree that other plans should be offered.[5]

---

[4] The Supreme Court of the State of Washington has ruled that decisions construing the National Labor Relations Act (NLRA) are persuasive in interpreting state labor acts which are similar to the NLRA. *Nucleonics Alliance v. Washington Public Power Supply System*, 101 Wn.2d 24 (1984). Section 10 of the NLRA and RCW 41.56.160 are similar in that both statutes direct their agencies to prevent unfair labor practices and issue appropriate remedial orders when a violation of the statute occurs.

[5] In its original complaint, the union requested reasonable attorney's fees. Attorney fees have been awarded as a punitive remedy in response to egregious conduct, recidivist conduct, or to frivolous defenses asserted by a party. *Western Washington University*, Decision 9309-A (PSRA, 2008), *citing Lewis County*, 644-A (PECB, 1979), *aff'd*, 31 Wn. App. 853 (1982). In this case, the employer has not put forth a frivolous defense, and its conduct is neither egregious nor recidivist; therefore an award of attorney's fees is inappropriate.

NOW, THEREFORE, it is

ORDERED

I. The Findings of Fact issued by Examiner Starr Knutson are AFFIRMED and adopted as the Findings of Fact of the Commission, except Findings of Fact 6, 7 and 8, which are amended to read as follows:

6. The union contacted the employer's benefits coordinator and asked about insurance coverage in late January 2009. The benefits coordinator provided information on the health and welfare plans that other county employees had, including Washington Counties Insurance Fund (WCIF), and told the union that it would administer whichever plan the union chose. The employer did not bargain any parameters as to which insurance carrier the union could choose, what kinds of insurance plans would be offered to employees, or the cost of those plans.

7. The union decided to offer its members two WCIF plans, the Standard PPO and the Budget PPO. The union chose not to offer employees the Value PPO.

8. Although the prior collective bargaining agreement called for the employer to contribute 95% of health insurance premium costs, the employer continued to pay only the same actual dollar amount per employee for WCIF health insurance as it had paid in 2009 to the Washington Teamsters Trust.

II. The Conclusions of Law issued by Examiner Starr Knutson are AFFIRMED and adopted as the Conclusions of Law of the Commission, except Conclusion of Law 3, which is amended to read as follows:

3. The employer failed to maintain the status quo ante and unilaterally changed employee insurance benefits and the employer's contribution to insurance benefits in violation of RCW 41.56.140(4) and (1) by its actions described in paragraphs 6, 7, and 8 above.

III. The Order issued by Examiner Starr Knutson is VACATED and AMENDED as follows:

1. CEASE AND DESIST FROM:

   a. Unilaterally changing insurance plans offered to employees and the amount of the employer's contribution to employees' insurance benefits.

   b. Dealing directly with bargaining unit members concerning mandatory subjects of bargaining.

   c. 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. Restore the status quo ante by reinstating the wages, hours and working conditions which existed for the employees in the affected bargaining unit prior to the employer's unilateral change to insurance plans offered and to the employer's contribution for employee insurance premiums. Upon request of the Lewis County Corrections Guild, if any employee affected by this order benefitted from the employer's unilateral change by contributing less than what was required by the status quo ante, that employee shall not be required to reimburse the employer for the benefit received.

   b. 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.

c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Lewis County Commission, 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.

d. 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 attached to this order.

e. 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 attached to this order.

ISSUED at Olympia, Washington, this 15th day of July, 2011.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

PAMELA G. BRADBURN, Commissioner

THOMAS W. McLANE, Commissioner

CASE 22324-U-09-5692
DECISION 10571-A - PECB

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 WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY changed insurance plans offered to employees and the amount of the employer's contribution to employees' insurance benefits.

WE UNLAWFULLY circumvented the Lewis County Corrections Guild by directly contacting bargaining unit members about health and welfare plans.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL NOT change insurance plans offered to employees or the amount of the employer's contribution to employees' insurance benefits without first notifying the union and providing an opportunity for bargaining.

WE WILL NOT deal directly with bargaining unit employees or 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 07/15/2011

The attached document identified as: DECISION 10571-A - 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:	22324-U-09-05692	FILED:	03/09/2009	FILED BY:	PARTY 2
DISPUTE:	ER MULTIPLE ULP				
BAR UNIT:	JAILERS				
DETAILS:	-				
COMMENTS:					

EMPLOYER: LEWIS COUNTY
ATTN: LEWIS COUNTY COMMISSIONERS
MS: CMS 01
351 NW NORTH ST
CHEHALIS, WA 98532-1900
Ph1: 360-740-1120

REP BY: J DAVID FINE
LEWIS COUNTY
345 W MAIN ST 2ND FL
CHEHALIS, WA 98532-1900
Ph1: 360-740-1488 Ph2: 360-740-1240

PARTY 2: LEWIS COUNTY CORRECTIONS GUILD
ATTN: LINDA PARKER
174 OLD SAXTON PL
PO BOX 511
CHEHALIS, WA 98532
Ph1: 360-957-2217

REP BY: SEAN LEMOINE
MAKLER LEMOINE AND GOLDBERG
515 NW SALTZMAN RD #811
PORTLAND, OR 97229
Ph1: 503-718-7672