STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY CORRECTIONS GUILD, Complainant, vs. KING COUNTY, Respondent.	CASE 26573-U-14 DECISION 12451-A - PECB DECISION OF COMMISSION
KING COUNTY JUVENILE DETENTION GUILD, Complainant, vs. KING COUNTY, Respondent.	CASE 26574-U-14 DECISION 12452-A - PECB DECISION OF COMMISSION

Jared C. Karstetter, Jr., Attorney at Law, Law Offices of Jared Karstetter, Jr., P.S., for the King County Corrections Guild.

Erica Shelley Nelson, Attorney at Law, Cline & Casillas, for the King County Juvenile Detention Guild.

Bob Railton, Acting Labor Relations Manager, for King County.

The King County Corrections Guild (Corrections Guild) and the King County Juvenile Detention Guild (Juvenile Detention Guild) filed unfair labor practice complaints alleging that King County (employer) unilaterally changed working conditions when it stopped providing coffee to employees in three of its facilities and breached its good faith bargaining obligation over the decision to stop providing coffee. Examiner Claire Nickleberry issued a decision concluding that

based on the facts before her the provision of coffee was a mandatory subject of bargaining.[1] However, the Examiner concluded that the employer did not unilaterally change working conditions because the Corrections Guild did not advance the issue to interest arbitration and the employer and the Juvenile Detention Guild were at impasse. The Corrections Guild and the Juvenile Detention Guild filed timely appeals.

The issues before the Commission are:

1. Did the employer breach its good faith bargaining obligation in negotiations with the Corrections Guild over the decision to stop providing coffee and unilaterally change working conditions when it stopped providing coffee to employees in the Corrections Guild?

2. Did the employer breach its good faith bargaining obligation in negotiations with the Juvenile Detention Guild over the decision to stop providing coffee and unilaterally change working conditions when it stopped providing coffee to employees in the Juvenile Detention Guild?

The question of whether employer-provided coffee is a mandatory subject of bargaining is not at issue in this appeal.

We reverse the Examiner's decision that the employer could make the change because the Corrections Guild did not pursue the issue to interest arbitration. The employer breached its good faith bargaining obligation by entering bargaining with a predetermined outcome. For interest arbitration eligible bargaining units, such as the Corrections Guild, in the absence of a negotiated agreement the party seeking the change must continue through the statutory impasse procedures. In this case the employer and Corrections Guild did not reach an agreement, and the employer did not obtain an award through interest arbitration that would allow it to change working conditions.

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[1] *King County*, Decision 12451 (PECB, 2015).

We reverse the Examiner's decision that the employer lawfully implemented the change in working conditions. The employer breached its good faith bargaining obligation in negotiations with the Juvenile Detention Guild over the decision to stop providing coffee. The employer presented the Juvenile Detention Guild with a *fait accompli* and had predetermined it would no longer provide coffee before it offered to bargain. The employer and the Juvenile Detention Guild were not at a lawful impasse when the employer unilaterally changed working conditions. The employer could not change working conditions until it negotiated in good faith with the Juvenile Detention Guild to a lawful impasse.

BACKGROUND

As a gesture of goodwill during a period of high mandatory overtime in 2007, the employer began providing coffee to its correctional employees in the Juvenile Detention Center, the King County Correctional Facility, and the Maleng Regional Justice Center. The employer provided coffee in the break room at the Juvenile Detention Center and in the "blue rooms" of the King County Correctional Facility and Maleng Regional Justice Center.[2]

In 2013, the employer requested bids for the coffee service. Ultimately, the employer did not award a new contract and the existing coffee service contract ended. In September 2013, the vendor that had been providing coffee services removed its equipment from the employer's facilities.

The employer decided it would no longer provide coffee. In the fall of 2013, the employer bought a supply of coffee intended to last three or four months while the parties negotiated.

On November 15, 2013, the unions filed unfair labor practice complaints. In April 2014, the employer and the Corrections Guild, with Jared Karstetter serving as the legal counsel for both the Corrections Guild and the Juvenile Detention Guild, participated in unfair labor practice settlement

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[2] This is in contrast to the coffee that the employer provided to inmates, the employees drank, and the employer later stopped providing.

mediation. Karstetter was the only representative for the Juvenile Detention Guild present during the mediation. The parties did not reach an agreement in settlement mediation, but the Corrections Guild was satisfied that the employer would bargain. Thus, on April 22, 2014, the unions withdrew their unfair labor practice complaints.[3]

On May 14, 2014, the employer and the Corrections Guild met in a labor-management meeting. The employer offered to bargain over the elimination of employer-provided coffee. Representing the Corrections Guild, Karstetter attended the Corrections Guild labor-management meeting. The Corrections Guild accepted the employer's offer to bargain over the provision of coffee. The Juvenile Detention Guild did not participate in the May 14, 2014, Corrections Guild labor-management meeting.

On May 15, 2014, the employer sent a memorandum to employees of the Department of Adult and Juvenile Detention about the coffee service. The employer wrote:

> The department will continue to discuss and explore viable options and let you know if we find a way to provide this benefit without cost to county taxpayers. However, free coffee will no longer be available when the current supply of coffee is depleted, which is expected in Late May or early June.

The employer provided coffee until the coffee supply ran out in early June 2014. The employer did not buy more coffee and stopped providing coffee.

On June 17, 2014, the employer and the Corrections Guild met in negotiations for a collective bargaining agreement. The employer and the Corrections Guild negotiated over the provision of coffee, but the employer and the Corrections Guild did not reach an agreement. The employer considered the parties to be at impasse on the issue and stopped providing coffee.

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[3] The unions filed the unfair labor practice complaints in this case on July 3, 2014; therefore, events prior to January 3, 2014, cannot form the basis of a violation. Events prior to January 3, 2014, provide context to the case.

ANALYSIS

Applicable Legal Standards

The legal standards for duty to bargain and unilateral change discussed below apply to both issues before the Commission in this appeal.

Duty to Bargain

A public employer has a duty to bargain with the exclusive bargaining representative of its employees over mandatory subjects of bargaining. RCW 41.56.030(4). "[N]either party shall be compelled to agree to a proposal or be required to make a concession . . . ." *Id.* Thus, a balance must be struck between the obligation of the parties to bargain in good faith and the requirement that parties not be forced to make concessions. *City of Snohomish*, Decision 1661-A (PECB, 1984). This fine line reflects the natural tension between the obligation to bargain in good faith and the statutory mandate that there is no requirement that concessions be made or an agreement be reached. *Walla Walla County*, Decision 2932-A (PECB, 1988).

Distinguishing between good faith and bad faith bargaining can be difficult. *Mansfield School District*, Decision 4552-B (EDUC, 1995); *Spokane County*, Decision 2167-A (PECB, 1985). A party may violate its duty to bargain in good faith by one per se violation, such as a refusal to meet at reasonable times and places or refusing to make counterproposals. *Snohomish County*, Decision 9834-B (PECB, 2008). A party may also violate its duty to bargain in good faith through a series of questionable acts which when examined as a whole demonstrate a lack of good faith bargaining but none of which by themselves would be per se violations. *Id.* When analyzing conduct during negotiations, the Commission examines the totality of the circumstances to determine whether an unfair labor practice has occurred. *Shelton School District*, Decision 579-B (EDUC, 1984).

Good faith is inconsistent with a predetermined resolve not to budge from an initial position. However, a party may stand firm on a position and an adamant insistence on a bargaining position is not, by itself, a refusal to bargain. *Mansfield School District*, Decision 4552-B, *citing Atlanta Hilton and Tower*, 271 NLRB 1600 (1984).

Unilateral Change

The parties' collective bargaining obligations require that the status quo be maintained regarding all mandatory subjects of bargaining, except when any changes to mandatory subjects of bargaining are made in conformity with the statutory collective bargaining obligation or terms of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff'd*, 117 Wn.2d 655 (1991); *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991). As a general rule, an employer has an obligation to refrain from unilaterally changing terms and conditions of employment unless it gives notice to the union; provides an opportunity to bargain before making a final decision; bargains in good faith, upon request; and bargains to agreement or to a good faith impasse concerning any mandatory subject of bargaining. *Port of Anacortes*, Decision 12160-A (PORT, 2015); *Griffin School District*, Decision 10489-A (PECB, 2010), *citing Skagit County*, Decision 8746-A (PECB, 2006).

To prove a unilateral change, the complainant must prove that the dispute involves a mandatory subject of bargaining and that there was a decision giving rise to the duty to bargain. *Kitsap County*, Decision 8292-B (PECB, 2007). A complaint alleging a unilateral change must establish the existence of a relevant status quo or past practice and a meaningful change to a mandatory subject of bargaining. *Whatcom County*, Decision 7288-A (PECB, 2002); *City of Kalama*, Decision 6773-A (PECB, 2000); *Municipality of Metropolitan Seattle (Amalgamated Transit Union, Local 587)*, Decision 2746-B (PECB, 1990). For a unilateral change to be unlawful, the change must have a material and substantial impact on the terms and conditions of employment. *Kitsap County*, Decision 8893-A (PECB, 2007), *citing King County*, Decision 4893-A (PECB, 1995).

The Commission focuses on the circumstances as a whole and on whether an opportunity for meaningful bargaining existed. *Washington Public Power Supply System*, Decision 6058-A (PECB, 1998). If the employer's action has already occurred when the employer notifies the union (a *fait accompli*), the notice would not be considered timely and the union would be excused from the need to demand bargaining. *Id.* If the union is adequately notified of a contemplated change at a time when there is still an opportunity for bargaining which could influence the employer's

planned course of action, and the employer's behavior does not seem inconsistent with a willingness to bargain, if requested, then a *fait accompli* will not be found. *Id.*, *citing Lake Washington Technical College*, Decision 4721-A (PECB, 1995).

If the bargaining unit employees are eligible for interest arbitration, an employer may not unilaterally implement its desired change to a mandatory subject of bargaining without bargaining to impasse and obtaining an award through interest arbitration. *Snohomish County*, Decision 9770-A (PECB, 2008). Interest arbitration is applicable when an employer desires to make a midterm contract change to a mandatory subject of bargaining. *City of Yakima*, Decision 9062-A (PECB, 2006).

Issue 1: Did the employer breach its good faith bargaining obligation with the Corrections Guild over the decision to stop providing coffee and unilaterally change working conditions when it stopped providing coffee to employees in the Corrections Guild?

Application of Standards

The Corrections Guild filed a timely notice of appeal. The notice of appeal did not identify any findings of fact claimed to be in error as required by WAC 391-45-350(3). Rather, the Corrections Guild identified the findings of fact it contested in its appeal brief. Because the Corrections Guild failed to identify in its notice of appeal the specific findings of fact in error, all findings of fact are verities on appeal. *City of Vancouver v. Public Employment Relations Commission*, 180 Wn. App. 333, 347 (2014); *Brinnon School District*, Decision 7210-A (PECB, 2001). Therefore, we review the Examiner's conclusions of law to determine whether the findings of fact support those conclusions.

The issue in this case is not whether the provision of coffee is a mandatory subject of bargaining; the employer did not appeal that portion of the Examiner's decision. Therefore, we begin our analysis from the premise that in this case the provision of coffee is a mandatory subject of bargaining. The issues are whether the employer breached its good faith bargaining obligation in negotiations over the decision to change a mandatory subject of bargaining and whether it adhered

to the statutory procedure for changing a mandatory subject of bargaining for an interest arbitration eligible bargaining unit. We find that the employer breached its good faith bargaining obligation and did not comply with its statutory bargaining obligation before changing a mandatory subject of bargaining.

The employer decided to stop providing coffee. In the spring of 2014, the employer and the Corrections Guild met in settlement mediation in an attempt to resolve the Corrections Guild's first unfair labor practice complaint on the issue. Convinced the employer would bargain over the issue, the Corrections Guild withdrew its first unfair labor practice complaint.

On May 14, 2014, during a Corrections Guild and employer labor-management meeting, the employer offered to bargain over the cessation of coffee. The Corrections Guild accepted the employer's offer. However, one day later, the employer made clear that while it was willing to bargain, any result would have to be without cost to the employer. The May 15, 2014, memorandum demonstrates that the employer entered bargaining with a predetermined outcome: it would no longer provide coffee and would not replenish the coffee supply when it was exhausted. The employer decided prior to giving notice and requesting bargaining that it would no longer provide coffee; thus, the employer presented its decision as a *fait accompli*. By entering bargaining with a predetermined outcome and presenting its decision as a *fait accompli* the employer breached its good faith bargaining obligation.

For interest arbitration eligible employees, all changes to mandatory subjects of bargaining—including those not covered in a collective bargaining agreement—must be made after the parties either reach a negotiated agreement or fulfill their collective bargaining obligations, including proceeding to mediation and, if necessary, interest arbitration. The employees in the Corrections Guild are uniformed personnel and eligible for interest arbitration. RCW 41.56.030(13). The Examiner found the provision of coffee in this case to be a mandatory subject of bargaining. Thus, the employer could not stop providing the benefit until the employer and the Corrections Guild negotiated an agreement or proceeded through the statutory impasse procedures, including mediation and, if necessary, interest arbitration. RCW 41.56.430 through .470.

On June 17, 2014, the Corrections Guild and the employer negotiated over the elimination of coffee but did not reach an agreement. Contrary to the Examiner's conclusion, the burden of advancing the issue to mediation and interest arbitration did not rest with the union. Although nothing prohibited the union from moving the issue to mediation, the burden of advancing an issue is on the party seeking to change a mandatory subject of bargaining. The employer neither requested mediation nor sought interest arbitration over the issue. Rather, the employer unilaterally changed a mandatory subject of bargaining without fulfilling its good faith bargaining obligation.

Conclusion

The employer breached its good faith bargaining obligation by entering bargaining with a predetermined outcome and presenting its decision as a *fait accompli*. The Corrections Guild was eligible for interest arbitration; therefore, the employer, as the party seeking to change a mandatory subject of bargaining, had the obligation to maintain the status quo on the mandatory subject of bargaining and to pursue the issue through the statutory impasse procedures before making the change. The employer did not follow the statutory impasse procedures and made an unlawful unilateral change in employee working conditions.

Issue 2: Did the employer breach its good faith bargaining obligation in negotiations with the Juvenile Detention Guild over the decision to stop providing coffee and unilaterally change working conditions when it stopped providing coffee with employees in the Juvenile Detention Guild?

Applicable Legal Standards

Impasse for Non-Interest Arbitration Eligible Employees

The "impasse" concept grows out of the premise that the duty to bargain does not impose upon the parties an obligation to agree. Circumstances exist in which a party may lawfully conclude that further negotiations will not result in an agreement. *Vancouver School District*, Decision 11791-A (PECB, 2013). The existence of a lawful impasse is a legal determination to be made by the Commission, not a matter controlled by the parties' statements made in the heat of negotiations.

Id. The determination of whether a party has refused to bargain, including after impasse has been reached, is, however, a question of fact to be determined by considering all of the relevant circumstances in the particular case. *Skagit County*, Decision 8746-A, *citing City of Snohomish*, Decision 1661-A. The Commission closely scrutinizes any declaration of impasse.

An impasse exists "where there are irreconcilable differences in the positions of the parties after good faith negotiations . . . ." *Federal Way School District*, Decision 232-A (EDUC, 1977). There can be no legally cognizable impasse if a cause of the deadlock is the failure of one of the parties to bargain in good faith. *Id.* If the party declaring impasse has bargained in good faith, and if its conclusion about the status of negotiations is justified by objectively established facts, then the party's duty to bargain is satisfied. *Skagit County*, Decision 8746-A, *citing Laborers Health and Welfare Trust Fund for Northern California v. Advanced Lightweight Concrete Co., Inc.*, 484 U.S. 539, 543 n.5 (1998).

Application of Standards

The amended preliminary ruling framed the issue as employer refusal to bargain by a unilateral change without providing an opportunity to bargain and "breach of its good faith bargaining obligations, on or after January 3, 2014, in negotiations with the union over providing free coffee to bargaining unit members." On appeal, the Juvenile Detention Guild argued that the Examiner did not address the employer's breach of its good faith bargaining obligation.

Again, the issue in this case is not whether the provision of coffee is a mandatory subject of bargaining, and we begin our analysis from the premise that in this case the provision of coffee was a mandatory subject of bargaining. The issues are whether the employer breached its good faith bargaining obligation in negotiations over the decision to change a mandatory subject of bargaining and whether the employer made an unlawful unilateral change to a mandatory subject of bargaining.

Determining whether an employer has breached its good faith bargaining obligation can be difficult. However, an employer breaches its good faith bargaining obligation when it enters bargaining with a predetermined outcome or presents a decision as a *fait accompli*.

The employer decided to stop providing coffee. On May 15, 2014, the employer sent a memorandum to all employees. The May 15, 2014, memorandum demonstrates that the employer entered bargaining with a predetermined outcome: the employer would no longer provide coffee and would not replenish the coffee supply when it was exhausted. The employer decided prior to giving notice and requesting bargaining that it would no longer provide coffee; thus, the employer presented its decision as a *fait accompli*. By entering bargaining with a predetermined outcome and presenting its decision as a *fait accompli* the employer breached its good faith bargaining obligation.

Much ado is made about Karstetter representing both unions and the employer's reliance that Karstetter was bootstrapping the Juvenile Detention Guild in negotiations with the Corrections Guild. That is not germane to this case when the employer approached bargaining with a predetermined outcome and presented its decision as a *fait accompli*.

Sometime in June 2014, the coffee supply at the Juvenile Detention Center was exhausted. The employer did not provide more. The Examiner found that, in this case, the provision of coffee was a mandatory subject of bargaining. Employees in the Juvenile Detention Guild are not eligible for interest arbitration. Thus, the employer was not at liberty to stop providing coffee until the parties negotiated in good faith to agreement about the coffee service or the parties reached a lawful impasse.

The Commission will not find a lawful impasse existed when one of the parties breached its good faith bargaining obligation. In this case, the employer breached its good faith bargaining obligation over the decision to stop providing coffee and presented the decision to stop providing coffee as a *fait accompli*; therefore, the employer and the Juvenile Detention Guild were not at a lawful impasse when the employer unilaterally changed working conditions.

Conclusion

The employer breached its good faith bargaining obligation in negotiations with the Juvenile Detention Guild when it presented the decision to stop providing coffee as a *fait accompli* and had

a predetermined outcome for bargaining. A lawful impasse did not exist when the employer unilaterally changed working conditions.

FINDINGS OF FACT

The findings of fact issued by Examiner Claire Nickleberry are AFFIRMED and adopted as the findings of fact of the Commission, except Findings of Fact 10 and 13 are modified. We enter additional findings of fact.

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

2. The King County Corrections Guild (KCCG or adult corrections guild) is a bargaining representative within the meaning of RCW 41.56.030(2).

3. The King County Juvenile Detention Guild (KCJDG or juvenile detention guild) is a bargaining representative within the meaning of RCW 41.56.030(2).

4. At the time the complaints were filed, the employer and both guilds were parties to collective bargaining agreements effective from January 1, 2011, through December 31, 2012. Both guilds were represented by Jared Karstetter.

5. In 2007 the employer contracted with an outside vendor to provide coffee free of charge to employees working in three of its correctional facilities. All three facilities operate 24 hours a day, seven days a week.

6. The employer continued to contract with the outside vendor to provide coffee free of charge to employees through 2013.

7. Sometime prior to September 2013 the contract for the coffee service was open for bid. The vendor who had provided coffee services since 2007 did not make a bid to renew its contract. The employer did not contract with a new vendor to replace the coffee service.

8. On September 18, 2013, the employer e-mailed Karstetter explaining that the former vendor did not bid to renew its contract and stopped providing coffee service "as of last Friday."

9. In the same September 18 e-mail, the employer explained that it found the coffee service to be "higher in price than before, and difficult to justify given the current budget climate and other, more compelling, operational needs." The employer announced that it would no longer provide free coffee to employees.

10. The employer and the King County Corrections Guild met again in labor-management meetings on October 9 and November 13, 2013. Minutes from both meetings reflect that the parties discussed the coffee issue. These minutes also indicate the employer planned to purchase coffee machines and provide a temporary supply of coffee in order to "allow time to consider other options not funded by the department."

11. On November 15, 2013, the guilds filed unfair labor practice complaints with this agency, alleging the employer made an unlawful unilateral change when it discontinued providing coffee free of charge to employees. The parties requested a settlement mediator in January 2014. The parties met with an agency settlement mediator in April 2014.

12. On April 22, 2014, the guilds withdrew both unfair labor practice complaints and explained that the employer had "reversed course" by continuing to provide free coffee to employees.

13. Between September 2013 and June 2014, the employer and the King County Corrections Guild discussed the coffee issue during at least five labor-management meetings (September 10, October 9, and November 13, 2013, and April 9 and May 14, 2014), at least one settlement mediation session related to the first set of unfair labor practice complaints in April 2014, and the June 17, 2014, multi-issue bargaining session. The employer and the King County Juvenile Detention Guild discussed the issue at a September 2013 labor-management meeting. The parties were unable to come to an agreement.

14. A document prepared by the employer's chief financial officer indicates that the cost of providing coffee free of charge to employees was approximately $50,000 per year.

15. Employees now pay out of pocket for a benefit they once received free of charge, which directly impacts the wages of employees.

16. Access to coffee is a factor impacting employees' working conditions due to the unique circumstances of employment at correctional facilities, where employees are limited in their ability to leave the confines of the workplace while on duty.

17. Employer-provided coffee was a well-established past practice acknowledged by the parties over an extended period of time.

18. On May 14, 2014, the employer and the Corrections Guild met in a labor-management meeting. The employer offered to bargain over the elimination of employer-provided coffee. The Corrections Guild accepted the employer's offer to bargain over the provision of coffee.

19. The Juvenile Detention Guild did not participate in the May 14, 2014, Corrections Guild labor-management meeting.

20. On May 15, 2014, the employer sent a memorandum to employees of the Department of Adult and Juvenile Detention about the coffee service. The May 15, 2014, memorandum demonstrates that the employer entered bargaining with a predetermined outcome: the employer would no longer provide coffee and would not replenish the coffee supply when it was exhausted.

21. On June 17, 2014, the employer and the Corrections Guild met in negotiations for a collective bargaining agreement. The employer and the Corrections Guild negotiated over the provision of coffee, but the employer and the Corrections Guild did not reach an agreement.

22. In early June 2014, the coffee supply ran out. The employer did not buy more coffee and stopped providing coffee.

CONCLUSIONS OF LAW

Conclusions of Law 1 and 2 entered by Examiner Claire Nickleberry were not appealed to the Commission. Thus, they are adopted as the conclusions of law of the Commission. Conclusion of Law 3 is vacated and new conclusions of law are entered.

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 14 through 17, employer-provided coffee is a mandatory subject of bargaining under RCW 41.56.030(4).

3. By failing to provide adequate notice, not bargaining in good faith, and unilaterally changing a mandatory subject of bargaining as described in Findings of Fact 13, 18, 20, 21, and 22, the employer breached its good faith bargaining obligation to the King County Corrections Guild.

4. By failing to provide adequate notice, not bargaining in good faith, and unilaterally changing a mandatory subject of bargaining as described in Findings of Fact 13, 19, 20, and 22, the employer breached its good faith bargaining obligation to the King County Juvenile Detention Guild.

ORDER

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

1. CEASE AND DESIST from:

   a. Discontinuing the coffee service in the blue room of the King County Correctional Facility, the blue room of the Maleng Regional Justice Center, and the break room of the King County Juvenile Detention Center.

   b. Failing or refusing to bargain in good faith with the King County Corrections Guild over the decision to stop providing coffee in the blue rooms of the King County Correctional Facility and the Maleng Regional Justice Center.

   c. Failing or refusing to bargain in good faith with the King County Juvenile Detention Guild over the decision to stop providing coffee in the break room at the King County Juvenile Detention Center.

   d. 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. Give notice to and, upon request, negotiate in good faith with the King County Corrections Guild, including mediating and pursuing interest arbitration if necessary, before eliminating the coffee service in the blue rooms at the King County Correctional Facility and the Maleng Regional Justice Center.

   b. Give notice to and, upon request, negotiate in good faith with the King County Juvenile Detention Guild over the decision to stop providing coffee in the break room at the King County Juvenile Detention Center.

c. Restore the *status quo ante* by providing employees in the Corrections Guild with coffee comparable to what was being provided when the coffee supply ran out in June 2014 in the blue rooms of the King County Correctional Facility and the Maleng Regional Justice Center until the parties negotiate an agreement or obtain an award from an interest arbitrator.

d. Restore the *status quo ante* by providing employees in the Juvenile Detention Guild with coffee comparable to what was being provided when the coffee supply ran out in June 2014 in the break room at the King County Juvenile Detention Center until the parties negotiate an agreement or reach a lawful impasse.

e. Contact the Compliance Officer at the Public Employment Relations Commission to receive official copies of the required notice posting. Post copies of the notice provided by the Compliance Officer 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.

f. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the King 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.

g. 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.

h. 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 her with a signed copy of the notice she provides.

ISSUED at Olympia, Washington, this 26th day of May, 2016.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

THOMAS W. McLANE, Commissioner

MARK E. BRENNAN, Commissioner

COLLECTIVE BARGAINING
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RECORD OF SERVICE - ISSUED 05/26/2016

DECISION 12451-A - PECB has been mailed by the Public Employment Relations Commission to the parties and their representatives listed below:

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CASE NUMBER: 26573-U-14

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