STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

OKANOGAN COUNTY SHERIFF EMPLOYEES ASSOCIATION, Complainant, vs. OKANOGAN COUNTY, Respondent.	CASE 137412-U-23 DECISION 14019 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

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On August 24, 2023, the Okanogan County Sheriff Employees Association (union or association) filed an unfair labor practice (ULP) complaint against Okanogan County (employer or county) with the Public Employment Relations Commission. A hearing was conducted at Okanogan County offices on July 10 and 11, 2024. The parties filed timely post-hearing briefs on September 27, 2024, to complete the record.[1]

ISSUE

The issue in this case, as framed by the September 22, 2023, cause of action statement, is as follows:

> Employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of RCW 41.56.140(1)] when the union learned of the violation within six months of the date the complaint was filed, by skimming or

[1] On the last hearing date, both parties requested additional time to file post-hearing briefs. A second extension to file post-hearing briefs was mutually agreed to by the parties, with the ultimate submission date as September 27, 2024.

> contracting out courthouse security work previously performed by corrections officers, without providing the union an opportunity for bargaining.

Based on the totality of the evidence, providing courthouse security work was the union's bargaining unit work. The employer failed to establish a management prerogative within the scope of its management control justifying its unilateral decision to contract out the courthouse security work. The employer was required to give notice of that change to the union and bargain the decision to contract out the bargaining unit work to agreement or impasse. The employer violated RCW 41.56.140(4) by presenting its decision as a *fait accompli* and not providing adequate notice or an opportunity to bargain before reassigning the work.

BACKGROUND

Since 1998 the union has served as the exclusive bargaining representative for all full-time and regular part-time noncommissioned employees working for the Okanogan County Sheriff's Office.[2] The partially commissioned corrections deputies and sergeants who work in the county's jail are also recognized by the parties' January 1, 2021, through December 31, 2023, collective bargaining agreement (CBA), which was fully executed on February 15, 2022. The county's corrections deputies are not eligible for interest arbitration under the provisions of RCW 41.56.030(14)(b).

In 2013 the Board of Okanogan County Commissioners (county board) adopted Resolution 44-2013, which created a full-time courthouse security officer position for the "courthouse, courthouse grounds, and all departments and offices located within the courthouse." Attached to the resolution was a three-page position description, effective under the supervision of the corrections division of the sheriff's office on May 1, 2013. Shelley Keitzman, who replaced Tanya Everett as the Human Resources Director, testified that the position was extended beyond a

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[2] *Okanogan County*, Decision 6143-B (PECB, 1998). The Examiner notes that the parties' collective bargaining agreements dating 2019, 2020, and January 1, 2021, through December 31, 2023, include the union's exclusive representation for all noncommissioned and partially commissioned employees (presently consisting of corrections deputies, corrections sergeants, communication deputies, communications sergeants, control room operators, food service deputies, and records deputies) of the Okanogan County Sheriff's Office.

one-year term and she "was also told" that for many years since 2013, the position wasn't filled "at all." Per Aaron Culp, at the time that he was appointed as the undersheriff in early 2019, the courthouse security officer was an on-call, as-needed position, pulled from the corrections division.

The county board's records of proceedings reflect that the board reestablished a courthouse security committee in mid-2017. Washington State Court General Rule 36 (GR 36), which addresses trial court security and was adopted effective September 1, 2017, requires (among other things) that each trial court form a Court Security Committee. In turn, that committee should adopt a Court Security Plan. GR 36 also requires seven minimum court security standards, including weapons screening at all public entrances by uniformed security personnel. Between 2017 and 2018, the board—at times with the sheriff or undersheriff—discussed the courthouse security officer position on several occasions. Among the topics discussed were whether the position should remain under the supervision of the corrections division or fall under the purview of the superior court, why the position wasn't being utilized full time or at all, and whether a contractor should be hired to fulfill the duties.

Craig Caswell worked as a corrections deputy for the county's corrections division from October 1996 through June 2024. From at least March 2019 through November 2021, Caswell maintained his limited commission from his corrections deputy position and filled the county's courthouse security officer position.[3] Traditionally, the courthouse security officer position had been filled on one- to two-year assignments and the corrections deputy holding the position could get pulled back into the jail if it was short-staffed.

Representatives for both parties testified to the short staffing in the corrections (and law enforcement) division since late 2020. The county decided to bring Caswell back to work in the

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[3] In an update to the county board on March 26, 2019, Culp indicated someone had been hired to fill the courthouse security officer position and that person would be "working through the courthouse randomly with 60% of the employee's time in the courthouse and 40% in the jail as needed. It was recommended that the employee introduce himself to all county offices." Caswell testified, based on testimony referencing Employer (Er.) Ex. 5, that his start date was in early 2020; however, Culp's March 26, 2019, update and the jail's 2019 schedules more accurately support Caswell starting as courthouse security officer in April 2019.

jail full time effective December 1, 2021, which left the courthouse security officer position vacant. In early 2022, then Undersheriff Culp shared with the county board his desire to reclassify the courthouse security officer position to a courthouse security deputy who would report to the corrections division administrative sergeant. Culp envisioned the position having three levels, with Level I being an entry-level, unarmed position and Level III to prospectively be filled by a retired police officer who could carry a firearm.

Testimony from both parties' witnesses affirmed that the county's proposal to reclassify the courthouse security position did not arise during the course of successor bargaining for the 2021–2023 CBA.

After the parties' 2021–2023 CBA was fully executed on February 15, 2022, the county board appointed Chairman Andy Hover on March 7, 2022, to be the chief negotiator for the courthouse security deputy position in negotiations with the union. On March 9, 2022, Everett, the then Human Resources Director/Risk Manager, emailed David Yarnell, the then union president, to schedule a meeting for March 16, 2022, to discuss the courthouse security position.

Around this time, Yarnell created a union committee consisting of Caswell and Lena Daniel, the union's vice president for the noncommissioned unit, to meet with the employer's team. On March 16, 2022, Daniel, Caswell, Everett, and Culp had a meeting wherein Culp shared employer documents proposing the new courthouse security deputy position at three different levels.

On March 22, 2022, Caswell and Daniel responded to Culp regarding the county's proposed courthouse security position and Caswell provided feedback regarding the position's equipment and pay. On March 23, 2022, Yarnell emailed Everett, indicating he had met with Caswell and Daniel to discuss the "MOU [memorandum of understanding] for Courthouse Security Deputy." The email asked the county to modify Article 11.1 of the current CBA to include a list of 12 uniform and equipment items the new proposed position should have.

Yarnell again sought feedback from Caswell on the county's courthouse security position proposal on March 31, 2022, and Caswell responded on April 1, 2022, providing additional detailed thoughts.

Culp emailed Yarnell on April 4, 2022, and requested that the union provide a range of dates the parties could meet to bargain two MOUs—one regarding hiring incentives to fill critical positions and the other regarding the new courthouse security position. The April 4 email was courtesy copied to several people including Hover, Everett, and Daniel, and the subject line read, "Request to Schedule Permissive Bargaining - Hiring Bonus & Courthouse Security Position." Culp had also attached two draft MOUs, one for "FY22 Hiring Incentive Program" and the other for "Courthouse Security Classification Change." Both draft MOUs were labeled with the date "4.4.22." The former involved proposed incentive pay, including for the new courthouse security position, while the latter did not include the proposed wage rates for that position. Yarnell testified that while he was still the union's president, the parties had exchanged and discussed the employer's March 2022 courthouse security deputy MOU proposal. By late March 2022, the MOU draft was amended to include equipment, but Yarnell did not recall ever seeing a version of the MOU that included the employer's proposed compensation for the new position.

On April 13, 2022, Culp sent a follow-up email to Yarnell asking to "re-engage" the courthouse security position negotiation, calling it a "critical discussion" that needed to take place soon. Culp again asked Yarnell for possible meeting dates. Yarnell responded on April 16, 2022, and advised that he had sent Culp's email to the union bargaining team, including the union's attorney, Troy Thornton. Culp sent another email to Yarnell on April 19, 2022, requesting meeting dates with the union.

On May 3, 2022, the parties met at the county offices to discuss the proposed new courthouse security position. Present at the meeting were Hover, Culp, Caswell, Daniel, and Thornton. The county presented three separate position descriptions with the job titles Courthouse Security Officer I, II, and III, and with top hourly wages at $22.65, $23.56, and $25.66, respectively. After the union provided what it believed to be its comparable data for the courthouse security officer position, Hover and Culp stepped out of the room for five to ten minutes. Upon returning to the bargaining room, Hover stated the county was revoking its offer. Hover and Culp gathered their documents and left the room. Daniel testified that she was "shocked" that the county was revoking its offer as the parties had not been in the meeting for very long.

Thornton's May 5, 2022, email to Daniel, Yarnell, and Caswell stated that "the Undersheriff and Commissioner Hover threw a fit and left the room" after the union had shared its prepared comparable data and its expectation that the position should get paid more than a corrections deputy.

Culp testified that toward the end of the May 3, 2022, meeting, "Commissioner Hover became frustrated when the association refused to move on the compensation issue and . . . terminated the proceeding." Culp further recalled that Hover was "irritated" at the end of the meeting. Culp stated, "[Hover] was concerned that [the discussion] was moving towards an impasse" and "was struggling to understand why we couldn't communicate on – effectively on the issue as far as the association understanding our viewpoint versus us understanding the association's viewpoint."

Culp could not, however, recall what he or Hover said when they met with the union on May 3 or how long the joint discussion lasted before he and Hover stepped out into the hall. When asked on cross-examination whether it was a "three-hour meeting or a 30-minute meeting," Culp responded he had "no idea."

Later on cross-examination, when asked about the time period that Culp and Hover stepped out of the meeting, Culp could not recall how long the two of them spoke in the hall. Similarly, Culp deviated from his earlier testimony and was ambiguous in his responses:

> Q: . . . [Y]ou had a one-on-one discussion of some unknown length. And during that discussion, [Hover] indicated something to the effect of, it looks like we're moving towards impasse?
>
> A: I got the impression he felt that way. I don't believe he stated that exactly, but…
>
> Q: Well, I guess I'm more – your feeling was that he was feeling that you were moving towards impasse?
>
> A: Yes. We discussed – I believe we discussed that we were having difficulties communicating our points.
>
> Q: So did you feel that you were moving towards impasse?
>
> A: I don't think that way because that's – it's not my negotiation. It's his negotiation.

Q: You didn't say you were moving towards impasse?

A: No.

Q: And you are not sure if the commissioner said you're moving towards impasse?

A: I don't recall him using those words. I just had the impression that that's what he was –

Q: You had the impression –

When further explored on cross-examination whether the county had discussed setting up more negotiation meetings with the association or seeking the assistance of a mediator, Culp answered in the negative.

Culp also testified that he had the "impression" that Hover felt Caswell was "self-dealing." He could not recall whether Hover stated that the county was withdrawing its proposal. Culp further affirmed that prior to meeting with the association on May 3, 2022, he had pursued obtaining contractor quotes to fill the courthouse security needs. Culp did not share the contractor quotes with the union during the parties' courthouse security discussions in the spring of 2022. Nor did Culp share the contractor quotes before or after those discussions.

Culp testified that between May 3, 2022, and the end of his term as undersheriff on December 31, 2022, there were no further discussions about the courthouse security position. Culp further testified that after January 1, 2023, he was not involved in the county's discussions to choose the contractor.

The parties met after the May 3, 2022, meeting, but only for the purposes of discussing the corrections deputy hiring incentive. For nine months the parties did not communicate regarding the courthouse security position. Neither party requested to meet and no further information regarding the position was shared.

On February 13, 2023, the county board adopted Resolution 22-2023, which approved the contracted hiring of two courthouse security officers from Pacific Security at a quoted rate of $560 per day. On February 24, 2023, Chief Deputy of Special Operations/Communications Mike Worden sent an email titled "Courthouse Security" to "Dispatch Staff" and "Jail Sergeants,"

advising them that effective March 1, 2023, Pacific Security would start providing security to the courthouse. Sergeant W. Roberts forwarded Worden's email the next day, stating,

> **All Corrections Staff**
> FYI, New Court House [sic] Security. Was sent to Jail Sergeants email so I forwarded so EVERYONE would know!!

On February 28, 2023, Hover signed a one-year contract with Pacific Security for county courthouse security starting on March 1, 2023. The contract called for two unarmed security officers who would each be paid an hourly rate of $27.50 and were to "work at becoming [a]rmed." Once armed, the hourly rate would increase to $35.00. Finally, the contract provided for an annual 3 percent rate increase.

Keitzman sent a reminder to the county's elected officials, department heads, and assistants on February 28, 2023, reminding them that Pacific Security would begin providing courthouse security at 8:00 a.m. on March 1, 2023. Yarnell, who was appointed as undersheriff in January 2023 forwarded Keitzman's email to a listserv of "Sheriff All Staff" minutes later.

On March 1, 2023, Caswell emailed Yarnell with several questions about the contracted security officers' roles and responsibilities. Yarnell referred him to Sheriff Paul Budrow, who responded to Caswell's inquiry that same morning and courtesy copied Keitzman. Budrow briefly described the Pacific Security officers as "unarmed at this time and that will possibly change over time." Budrow further explained that the contracted officers would serve as a "presence" and that "actual hands on" would only occur if someone were threatened. Budrow directed Keitzman to send the Pacific Security contract and its details so that the jail staff would know "what the job description is that the Security Detail is working by." Keitzman then emailed Caswell a document she described as "the job description that [the county] used as a model for some of the duties and the contract with Pacific Security." The attached job description was for the Okanogan County Courthouse Security Officer position and described the responsibilities, functions, and duties of the bargaining unit's same position that reported to the chief corrections deputy. The contracted security officers started their courthouse duties on March 1, 2023.

ANALYSIS

Applicable Legal Standards

Refusal to Bargain Allegations

Generally, there are six different types of employer refusal to bargain allegations that this Commission hears: (1) failure to meet, (2) failure to bargain in good faith, (3) failure to provide information, (4) circumvention, (5) unilateral change, and (6) unilateral transfer of bargaining unit work. *King County*, Decision 9075-A (PECB, 2007). Each one of these allegations has its own individual elements of proof, and each claim has its own separate identity. *Id.*

Contracting Out Bargaining Unit Work

Once work is assigned to a bargaining unit, the work attaches to the unit as a whole. An employer may not assign bargaining unit work to non-bargaining unit employees or contract out bargaining unit work without first providing the union with notice and an opportunity to bargain. *Kitsap County Fire District 7*, Decision 7064-A (PECB, 2001). In the event the union demands bargaining, the employer is obligated to bargain to agreement or impasse. *University of Washington*, 13483-A (PSRA, 2022).

Contracting out involves an employer contracting with another entity to have the contractor's employees perform bargaining unit work. Skimming, on the other hand, involves the transfer of work from the bargaining unit to non-bargaining unit employees. In either case, the threshold question is whether the work in question was bargaining unit work. *Central Washington University*, Decision 12305-A (PSRA, 2016).

If the work was not bargaining unit work, then the analysis would stop and the employer would not have had an obligation to bargain the decision to either contract out or assign the work to non-bargaining unit employees. However, if the work was bargaining unit work, then it must first be shown that the employer's action lay "at the core of entrepreneurial control" or was a management prerogative. *University of Washington*, 13483-A (citing *International Association of Fire Fighters, Local Union 1052 v. Public Employment Relations Commission (City of Richland)*, 113 Wn.2d 197, 203 (1989)). If a clear managerial prerogative is identified, then the union's

interest in conditions of employment is weighed against that prerogative under the *City of Richland* balancing test. *Id.*

The *City of Richland* balancing test weighs the competing interests of the employees in wages, hours, and working conditions against "the extent to which the subject lies 'at the core of [the employer's] entrepreneurial control' or is a management prerogative." *City of Richland*, 113 Wn.2d at 203. Recognizing that public-sector employers are not "entrepreneurs" in the same sense as private-sector employers, entrepreneurial control should consider the right of a public-sector employer, as an elected representative of the people, to control management and direction of government. *See Unified School District No. 1 of Racine County v. Wisconsin Employment Relations Commission*, 81 Wis. 2d 89, 95 (1977). Applying the balancing test to the question of whether a duty to bargain a decision to contract out work existed broadens parties' ability to make arguments that the decision is or is not a mandatory subject of bargaining. *Central Washington University*, Decision 12305-A. If the decision is a mandatory subject of bargaining, then the next question is whether the employer provided notice and an opportunity to bargain the decision. If the employer did not, then the union will have met its burden of proving that the employer refused to bargain by contracting out or skimming bargaining unit work. *Id.*

Application of Standards

Was the Work in Question Bargaining Unit Work?

Unions have a strong interest in maintaining bargaining unit work, which is work that bargaining unit employees have historically performed. *Central Washington University*, Decision 12305-A.

The county argues that the contracted security officers are not performing bargaining unit work; rather, the county has "redoubled efforts" to fill the courthouse security position with union members "whenever feasible."

The union asserts that the positions contracted to Pacific Security have the same roles, duties, and minimum qualifications as the courthouse bargaining unit position. Further, the union points to the county's own Resolution 22-2023 stating that the work was previously performed by a corrections deputy. Finally, the union highlights that the courthouse security officer job description was used by the county as a model to solicit private security company bids.

In *Kitsap Transit*, Decision 9667 (PECB, 2007), *aff'd*, Decision 9667-A (PECB, 2008), the examiner found that a "certain body of work" belonging to a bargaining unit remained bargaining unit work despite the employer temporarily suspending that type of work for six years. Once that "certain body of work" resumed, it remained bargaining unit work and, therefore, the employer was still obligated to provide notice and an opportunity to bargain in good faith to agreement or impasse. *Id.*

Similar to the work in *Kitsap Transit*, county courthouse security was not a "new" body of work or being established in a new location. When the county "resumed" the courthouse security work with contracted security officers on March 1, 2023—after the year-and-a-half hiatus from when Caswell was returned to work in the jail full time in late 2021—it was not starting with a "clean slate." There was a history of much of the same work being conducted by the bargaining unit's courthouse security officer that was then assigned to the contracted security officers. *Kitsap Transit*, Decision 9667, *aff'd*, Decision 9667-A.

Keitzman testified that attached to her March 1, 2023, email to Caswell that referenced the job description used for "some of the duties" of the contracted security officers was a job description for the bargaining unit's courthouse security officer. On redirect examination, Keitzman clarified that some of the modeled duties included "roaming the facility, looking for suspicious activity, checking in with the offices." Like the bargaining unit's position, the contracted courthouse security officers were to (eventually) be armed and to ensure the safety and security of the courthouse premises, staff, and visitors; maintain order; deter criminal activity; and respond to emergencies in the courthouse. Other similarities in required duties include patrolling the courthouse and becoming familiar with the other offices within the courthouse.

Caswell testified that in his role as courthouse security, he was to attend court hearings at the request of staff or judges or when a person was in custody and attending trial. In addition, he weekly attended the out-of-custody felony law and motion calendar, the domestic violence or no-contact calendar, or the district court's status calendar hearings. In the courthouse security position, Caswell also "operate[d] inside of the courthouse and the immediate surroundings,"

including the parking lot and surrounding the building. The county supplied him with a ballistic vest, taser, handcuffs, and radio; Caswell supplied his own firearm.

Yarnell testified that the courthouse security position held by Caswell provided courtroom security as well as security for the clerk's office and other offices located in the courthouse. Yarnell clarified that if court was not in session and one of the other courthouse offices had a situation, the courthouse security officer would be the first responder.

Many of the duties described by Keitzman and Yarnell match the duties outlined in the contracted security officer documentation. Similar to the county's 2022 proposed position with three levels, the contracted security officers also were to receive increased pay upon obtaining firearm certification. Both the bargaining unit position and the contracted positions patrolled the courthouse, looked for suspicious activity, checked in with other courthouse offices, ensured the safety of staff and visitors, and responded to emergencies.

Based on the totality of the evidence, the Examiner finds that the contracted work in question was bargaining unit work.

Was the Employer's Action "At the Core of Entrepreneurial Control" or a Management Prerogative?

After finding that the work in question was bargaining unit work, the next step is to identify whether the employer's action lays "at the core of entrepreneurial control" or was a management prerogative, which would justify a refusal to bargain about the transfer of bargaining unit work from the union to the contractor. *University of Washington*, 13483-A (citing *Fibreboard Paper Products Corp. v. National Labor Relations Board*, 379 U.S. 203 (1964), and *City of Richland*, 113 Wn.2d 197). The employer's brief argues that the courthouse building faced ongoing safety concerns and that the courthouse security position could go unfilled when the corrections deputy assigned to that position was called to fill in for jail staffing needs. Further, since the employer's brief alleges that the contracted security officers were not performing bargaining unit work, the county would have been "well within its rights to simply roll out the contracted positions without bargaining over the courthouse deputy position at all."

Relying on the similar factual pattern in *Fibreboard Paper Products Corp. v. National Labor Relations Board*, 379 U.S. 203, 224, the Commission in *University of Washington*, Decision 13483-A, analyzed that the employer was merely substituting employees from a different bargaining unit to conduct the work of the police officers (skimming). Those employees were still "under the ultimate control of the same employer." In this case, the county merely substituted the bargaining unit's courthouse security officer with contracted security officers performing the same duties. As the contracted security officers were controlled by the county's contract with Pacific Security, they were still under the ultimate control of the county.

Even if balancing the employer's asserted managerial prerogatives against the union's interest in preserving bargaining unit work were required, the union's interest here would outweigh the employer's interest. The union's brief argues that a bargaining unit has a legitimate interest in preserving the work it has historically performed. Indeed, bargaining unit work remains unchanged until a petition to modify the bargaining unit is decided or the parties bargain to a good faith agreement or impasse about the scope of the bargaining unit work. *University of Washington*, Decision 13483-A (citing *University of Washington*, Decision 11414-A (PSRA, 2013)). "[A]ny decision to transfer or 'skim' bargaining unit work from the bargaining unit that traditionally performed that work to a different bargaining unit or unrepresented employees is a mandatory subject of bargaining." *Id.*

The employer's interest in establishing separate positions that would not be subject to filling in for the jail or creating overtime does not override the employer's obligation to give notice and an opportunity to bargain in good faith to agreement or impasse with respect to mandatory subjects. *Wapato School District*, Decision 12894-A (PECB, 2019).

Did the Employer Provide Notice and an Opportunity to Bargain?

The employer's brief asserts that the union had notice of the employer's planned engagement of the contracted courthouse security by February 28, 2023, and refers to two admitted employer

exhibits[4]: (1) Keitzman's February 28, 2023, email sent to "Elected Officials, Department Heads & Assistants," reminding them that Pacific Security would begin providing security officers in the courthouse at 8:00 a.m. on March 1, 2023 (which was then forwarded to all sheriff staff by then Undersheriff Yarnell); and, (2) Resolution 22-2023, executed on February 13, 2023, selecting the lowest bid of Pacific Security to provide courthouse security.

The union asserts that it received notice of the contracted security officers simultaneously to the implementation of the change or, in other words, in the form of a *fait accompli.*

An employer considering changes that affect a mandatory subject of bargaining must give notice to the exclusive bargaining representative of its employees prior to making that decision. *City of Yakima*, Decision 11352-A (PECB, 2013) (citing *Lake Washington Technical College*, Decision 4721-A (PECB, 1995)). To be timely, notice must be given sufficiently in advance of the actual implementation of a change to allow a reasonable opportunity for bargaining between the parties. *Washington Public Power Supply System*, Decision 6058-A (PECB, 1998). Formal notice is not required; however, in the absence of formal notice, it must be shown that the union had actual, timely knowledge of the contemplated change. *Id*.

In this case, the parties met two times between March and May 2022, to discuss the employer's proposed changes to the *existing* bargaining unit position from a courthouse security officer to a courthouse security deputy with Levels I, II, and III. After the employer's bargaining team withdrew its proposed MOU and walked out of bargaining on May 3, 2022, at no point did the employer provide notice to the union of the contemplated change to move the bargaining unit work to contractors. Culp testified that he did not share that the county was seeking contractor bids with the union. Nor does the record reflect evidence that the employer gave notice about the county's February 2023 resolution to hire two contracted courthouse security officers prior to its execution by the county commissioners.

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[4] The employer's brief pointed to three exhibits to substantiate "notice." The first cited exhibit was Er. Ex. 8. However, at hearing this exhibit was a partial duplicate of Union Ex. 30, and the employer's counsel withdrew Er. Ex. 8 on the record.

The county's brief asserts that even if "incidental" bargaining unit work were assigned to the contractors, the county bargained a prospective change to impasse and "only then pursued an alternative route to securing the courthouse complex."

Keitzman testified that the union was notified of Resolution 22-2023 by the county's discussion of the resolution in an "open public meeting" and that she provided "notice" to the union by way of her February 28, 2023, email with the subject line "Pacific Security" sent to "Elected Officials, Department Heads & Assistants."

Daniel testified that the first time she learned of the contracted security staff was on February 25, 2023, when Roberts forwarded Worden's February 24, 2023, email to "Jail All Staff."

The county did not provide written or constructive notice to the union of the decision to contract out bargaining unit work. This case is similar to *Kennewick General Hospital*, Decision 4815-B (PECB, 1996), where the Commission found that the employer's "notice" in the form of board resolutions that transferred the hospital's clinical nurses out of the bargaining unit was insufficient. In *Kennewick General Hospital*, the union took the position that the clinical nurses were covered by the then-existing CBA. Despite hearing the union's concerns, the employer moved forward with the transfer of those positions. Thus, the Commission found that the employer's actions constituted a unilateral *fait accompli. Id.* Similarly, in this case the county's actions constitute a unilateral change to contract out bargaining unit work without notice, and the employer therefore committed a *fait accompli.*

Did the Parties Bargain in Good Faith to Agreement or Impasse?

The county argues that to the extent that the contracted security officers were performing "some incidental bargaining unit work," the employer was entitled to implement unilateral changes after bargaining with the union to impasse.

The union asserts it was "kept completely in the dark" and did not receive notice of the contracting issue until the time the change was implemented. Further, the union avers that it did not have an affirmative duty to reengage in bargaining after the employer's proposal retraction and walkout.

By May 3, 2022, the parties had met two times and had discussions about the county's proposed new courthouse security position. The county drafted an MOU that ultimately included some equipment the union sought for the position. The parties exchanged what they believed to be comparable position descriptions from around the state and the employer initially provided its concept of a new courthouse security officer at three different levels. When the union presented its comparable position data, Hover became irritated. Ultimately, he and Culp withdrew the employer's proposal and left the joint bargaining session.

The employer argues that by May 2022 *both* parties believed that negotiations could go no further and that the parties were therefore at impasse. The union argues that the party asserting the existence of a lawful bargaining impasse bears the burden of proof and that impasse does not exist if either party is able to change their position.

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. *King County*, Decision 12451-A (PECB, 2016). 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 Commission closely scrutinizes any declaration of impasse. *King County*, Decision 12451-A.

An impasse exists "where there are irreconcilable differences in the positions of the parties after good faith negotiations . . . ." *Id*. (citing *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. *Federal Way School District*, Decision 232-A. 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 (PECB, 2006) (citing *Laborers Health and Welfare Trust Fund for Northern California v. Advanced Lightweight Concrete Co.*, 484 U.S. 539, 543 n.5 (1998)). Even when an impasse is "brought about intentionally by one or both parties as a device to further, rather

than destroy, the bargaining process," the duty to bargain remains part of the overall environment. *Charles D. Bonanno Linen Service v. National Labor Relations Board*, 454 U.S. 404, 412 (1982).

The Commission analyzes at least five factors when determining whether the parties have reached a good faith impasse: (1) the bargaining history; (2) the parties' good faith in negotiations; (3) the length of negotiations; (4) the importance of the issue(s) on which the parties disagree; and (5) the contemporaneous understanding of the parties as to the state of negotiations. *Skagit County*, Decision 8746-A (citing *Taft Broadcasting Co.*, 163 NLRB 475, 478 (1967)). These factors are not exclusive and provide a useful basic framework for guidance in determining whether impasse exists. *Skagit County*, Decision 8746-A.

Impasse only temporarily suspends the duty to bargain. *Seattle School District*, Decision 2079-C (PECB, 1986); *Charles D. Bonanno Linen Service v. National Labor Relations Board*, 454 U.S. at 412. Thus, neither party is in a position to unilaterally foreclose bargaining for a specified period of time. *Seattle School District*, Decision 2079-C. The impasse doctrine is not a device to allow any party to continue to act unilaterally or ignore the collective bargaining process in determining the conditions of employment. *Skagit County*, Decision 8746-A (citing *McClatchy Newspapers*, 321 NLRB 1386 (1996)).

A party can implement a unilateral change after bargaining in good faith to impasse. *Spokane County*, Decision 2167-A (PECB, 1985). Here, the employer proposed making changes to the status quo of the courthouse security position by reclassifying it into a courthouse security deputy. There would be changes to the reporting structure; the position would have entry, mid, and senior levels and would be armed depending on the level of the position; and there would be other safety and equipment differences. Applying the *Skagit County* factors, the parties had a very short bargaining history regarding the proposed position. The parties only met twice, with the second time being the infamous May 3, 2022, meeting. As for good faith negotiations, the employer had contemplated hiring contractors to fill the courthouse security role since at least 2017, had obtained bids from two security contractors, and had failed to ever mention the bids to the union.

When the employer became "frustrated" at the May 3 meeting, it withdrew its proposal and walked out of the joint session. As noted, the parties offered varied testimony and evidence regarding the

county's conduct at the May 3 meeting. Based on Thornton's May 5, 2022, contemporaneous email and corroborating union witness testimony, I find the union credibly corroborated the duration of the short meeting, the approximate time Culp and Hover stepped out to speak, and Culp and Hover's behavior when they returned to the room. Thornton, Caswell, and Daniel detailed the tenor with which representatives for the county withdrew the proposal, gathered their belongings, and abruptly left the meeting. Conversely, I find Culp's testimony regarding the May 3 meeting lacked credibility by his equivocations and elusive answers on cross-examination.

For nine months the employer did not attempt to meet with the union. The county did not engage in good faith bargaining; rather, it proverbially picked up its toys and went home when the union did not agree on what the county believed were the position's comparable wages or sufficient equipment.

The alleged impasse also did not meet the fourth and fifth factors of the *Skagit County* test—the "sticking points" of the proposed new position's wages and equipment were very important to both parties and had impacts on the jail, the courthouse, public safety, and compliance with GR 36. Finally, none of the union's bargaining team shared the understanding that the parties were at impasse as of May 3, 2022.

The Examiner finds that the parties were not at impasse at the time of the employer's abrupt proposal withdrawal on May 3, 2022, nor had they reached impasse at any time prior to March 1, 2023.

Even if the parties had reached a lawful impasse about the reclassification of the courthouse security officer to a courthouse security deputy with three levels, the employer still lacked the notice requirements for the contracted security officers. The earliest the union could have known about the employer's decision was February 25, 2023, when Roberts forwarded Worden's February 24 email to all jail staff. As noted, the board's February 13, 2023, resolution does not suffice for "notice" to the union. *Kennewick General Hospital,* Decision 4815-B.

Waiver

Finally, the county asserts in its post-hearing brief that "[t]o the extent the Association had a post-implementation right to bargain concerning courtroom security, that right has, thus far, been waived by inaction." The county's brief points to the union receiving notice "at latest" by February 28, 2023, of the planned engagement of the contracted courthouse security in March 2023. It further points to the union not producing evidence at the hearing that it had objected to the contractors or otherwise sought to resume bargaining about the courthouse deputy position. The county argues that it had no knowledge of the union's objections or desire to return to bargaining until the union filed the instant ULP complaint in August 2023.

The employer's arguments are nonsensical on two fronts. First, as previously discussed, the county engaged in a *fait accompli* by failing to give timely notice to the union and an opportunity to bargain the *decision* of contracting out bargaining unit work. In such cases, "the union [is] *excused* from the need to demand bargaining." *King County*, Decision 12451-A (citing *Washington Public Power Supply System*, Decision 6058-A (emphasis added).

Second, despite the employer's failure to bargain in good faith with the union in the spring of 2022—by secretly securing private contractor bids, revoking its proposal, and walking out of bargaining—it attempts to put the burden on the union to grovel back to the table. The employer cites two email strings regarding bargaining over the parties' Standards of Conduct and Lexipol policies from January to August 2023 as evidence that the employer made "repeated overtures" to meet with the union. However, as the subject lines of those emails describe, none of the parties' correspondence pertained to the courthouse security work or contractors. If the employer was so easily able to reach out to the union to discuss the Standards of Conduct and Lexipol policies, it certainly had every opportunity as early as January 2023 to give the union timely notice and an opportunity to bargain regarding the contracted courthouse security work.

CONCLUSION

The body of work assigned to the contracted security officers was bargaining unit work. The employer's interest in establishing separate positions that would not be subject to filling in for the jail or creating overtime does not override the employer's obligation to give notice and an

opportunity to bargain in good faith to agreement or impasse. Neither Keitzman's February 28, 2023, email advising "Elected Officials, Department Heads & Assistants" that Pacific Security would begin providing security officers in the courthouse on March 1, 2023, nor Resolution 22-2023, which was executed on February 13, 2023, were sufficient notice to the union of a change to a mandatory subject of bargaining. Thus, the employer committed a *fait accompli* and the union was not obligated to demand bargaining. By its conduct, the employer did not bargain in good faith to impasse, nor did the parties mutually understand they were at impasse at any time between May 3, 2022, and March 1, 2023. The union did not waive its right to bargain after the employer revoked its proposal and walked out of bargaining on May 3, 2022; nor did the union waive its right to "post-implementation" bargaining as the employer committed a *fait accompli.*

REMEDIES

The union's brief argues that the transfer of the bargaining unit work deprived the corrections deputies of substantial opportunities to earn overtime. The union further asserts that in addition to the Commission's standard remedies, the union should be awarded attorneys' fees to reimburse the complainant for having to address meritless defenses.

The standard remedy for a ULP violation is an order for the offending party to cease and desist, post notice of the violation, publicly read the notice, restore the status quo, and make employees whole. The standard remedy additionally orders the parties to bargain from the status quo. *City of Anacortes*, Decision 6863-B (PECB, 2001) (citing *Seattle School District*, Decision 5733-A (PECB, 1997), *aff'd*, Decision 5733-B, and *Clover Park School District*, Decision 2560-B (PECB, 1988)). Requiring the employer to read a copy of the notice at a meeting of its governing body has become part of the standard remedy for an employer who is found to have committed a ULP violation. *Seattle School District*, Decision 5542-C (PECB, 1997); *University of Washington*, Decision 11414 (PSRA, 2012), *aff'd*, Decision 11414-A; *City of Yakima*, Decision 10270-A (PECB, 2011).

The Commission has interpreted the remedial provision of RCW 41.56.160 to authorize an award of attorney fees. Attorney fees can be granted if (1) such an award is necessary to make the Commission's orders effective and (2) the defense to the ULP 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 (PECB, 1979), *aff'd*, *Lewis County v. Public Employment Relations Commission*, 31 Wn. App. 853 (1982), *rev. denied*, 97 Wn.2d 1034 (1982); *Municipality of Metropolitan Seattle (METRO)*, Decision 2845-A (PECB, 1988), *aff'd*, *Municipality of Metropolitan Seattle v. Public Employment Relations Commission*, 118 Wn.2d 621 (1992). "The term 'meritless' has been defined as meaning groundless or without foundation." *Spokane County Fire District 9 (International Association of Fire Fighters, Local 2916)*, Decision 3773-A (PECB, 1992).

The union cites three cases to support its argument that attorney fees should be awarded based on the employer's meritless defense: (1) *Seattle School District*, Decision 5733-A, *aff'd*, Decision 5733-B (PECB, 1998); (2) *Spokane County*, Decision 5698 (PECB, 1996)[5]; and, (3) *City of Seattle*, Decision 9173 (PECB, 2005). While each of these cases has similarities to the facts in this case, all three had other considerations in finding extraordinary remedies.

In *Seattle School District*, which was a refusal to bargain and unilateral change case, the employer elected to defer the case to arbitration as provided under the purview of WAC 391-45-110. The arbitrator found that the union did *not* waive its right to bargain the unilateral change due to the parties' CBA conditioning language ("within the limits of applicable State . . . laws") and returned jurisdiction of the case to the Commission. The employer subsequently insisted through testimony at the ULP hearing and eight pages of its post-hearing brief that the union had waived its right to bargain and, therefore, the unilateral change was justified. Due to the employer's "continued disregard" of the Commission's long-established "deferral to arbitration" policy and mischaracterization of the arbiter's award, the Commission affirmed the examiner's finding that the employer had made "frivolous defenses" and awarded the extraordinary remedy of attorney fees. *Seattle School District*, Decision 5733-B.

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[5] The Commission issued an Order Correcting Error to include the attorney fees in the examiner's original decision as that remedy was inadvertently omitted from the order itself. *Spokane County*, Decision 5698-A (PECB, 1996).

While the examiner in *Spokane County* found that each of the employer's defenses to the unilateral change allegation and the interference allegation were frivolous, the examiner found that the extraordinary remedy of attorney fees was necessary to make an effective order on the interference allegation. *Spokane County*, Decision 5698.[6] Due to the Commission being "particularly protective of the dispute resolution machinery set forth in the statute," the examiner gave considerable weight to the undersheriff's letter to employees that constituted "a clear and unmistaken implication of future discrimination" if the union pursued its demand to bargain or filed a grievance. *Id.*

Similarly, in *City of Seattle* the examiner considered not just the employer's frivolous defenses but also its pattern of "disregard of its statutory bargaining obligations" (citing two prior cases against the employer with ULP violations) as well as its affirmative defenses raised for the first time at the hearing. *City of Seattle*, Decision 9173.

In this case, while some of the defenses were frivolous, the employer's conduct in defending itself does not sufficiently rise to the same level as the union's cited cases. There was only one allegation with multiple defenses raised, the employer did not mischaracterize an arbiter's award or issue a threatening letter chilling future collective bargaining, nor has the employer established a pattern of violating state collective bargaining laws.[7] Thus, the standard remedy of ordering the offending party to cease and desist and restore the status quo (if necessary); make employees whole; post notice of the violation; publicly read the notice; and ordering the parties to bargain from the status quo shall apply. *University of Washington,* 11499-A (PSRA, 2013) (citing *State – Department of Corrections*, Decision 11060-A (PSRA, 2012); *City of Anacortes*, Decision 6863-B (PECB, 2001)).

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6 *See supra* note 5.

7 The Examiner takes judicial notice of the Commission's "Decisions" search engine, which is accessible to the public on the Commission's website. The most recent Commission decision finding the county violated chapter 41.56 RCW was published in 1986 and involved Teamsters Local 760 as the complainant. *Okanogan County*, Decision 2252-A (PECB, 1986).

FINDINGS OF FACT

1. Okanogan County (employer or county) is a public employer within the meaning of RCW 41.56.030(13).

2. The Okanogan County Sheriff Employees Association (union or association) is a bargaining representative within the meaning of RCW 41.56.030(2) and represents a bargaining unit of all noncommissioned and partially commissioned employees of the Okanogan County Sheriff's Office.

3. At the time the unfair labor practice complaint was filed, the employer and union were parties to a collective bargaining agreement (CBA) effective from January 1, 2021, through December 31, 2023.

4. The parties' CBA was fully executed on February 15, 2022.

5. The county's corrections deputies are not eligible for interest arbitration under the provisions of RCW 41.56.030(14)(b).

6. In 2013 the Board of Okanogan County Commissioners (county board) adopted Resolution 44-2013, which created a full-time courthouse security officer position for the "courthouse, courthouse grounds, and all departments and offices located within the courthouse."

7. Attached to the resolution was a three-page position description, effective under the supervision of the corrections division of the sheriff's office on May 1, 2013.

8. Between 2017 and 2018, the board—at times with the sheriff or undersheriff—discussed the courthouse security officer position on several occasions. Among the topics discussed were whether the position should remain under the supervision of the corrections division or fall under the purview of the superior court, why the position wasn't being utilized full time or at all, and whether a contractor should be hired to fulfill the duties.

9. Craig Caswell worked as a corrections deputy for the county's corrections division from October 1996 through June 2024.

10. From at least March 2019 through November 2021, Caswell maintained his limited commission from his corrections deputy position and filled the county's courthouse security officer position.

11. The county decided to bring Caswell back to work in the jail full time effective December 1, 2021, which left the courthouse security officer position vacant.

12. The county's proposal to reclassify the courthouse security position did not arise during the course of successor bargaining for the 2021–2023 CBA.

13. The county board appointed Chairman Andy Hover on March 7, 2022, to be the chief negotiator for the courthouse security deputy position in negotiations with the union.

14. On March 9, 2022, Tanya Everett, the then Human Resources Director/Risk Manager, emailed David Yarnell, the then union president, to schedule a meeting for March 16, 2022, to discuss the courthouse security position

15. On March 16, 2022, Lena Daniel, the union's vice president; Caswell; Everett; and Aaron Culp, the then undersheriff, had a meeting wherein Culp shared employer documents proposing the new courthouse security deputy position at three different levels.

16. On March 23, 2022, Yarnell emailed Everett, indicating he had met with Caswell and Daniel to discuss the "MOU [memorandum of understanding] for Courthouse Security Deputy." The email asked the county to modify Article 11.1 of the current CBA to include a list of 12 uniform and equipment items the new proposed position should have.

17. Culp emailed Yarnell on April 4, 2022, and requested that the union provide a range of dates the parties could meet to bargain two MOUs—one regarding hiring incentives to fill critical positions and the other regarding the new courthouse security position.

18. The April 4 email was courtesy copied to several people including Hover, Everett, and Daniel, and the subject line read, "Request to Schedule Permissive Bargaining - Hiring Bonus & Courthouse Security Position."

19. On May 3, 2022, the parties met at the county offices to discuss the proposed new courthouse security position. Present at the meeting were Hover, Culp, Caswell, Daniel, and the union's attorney, Troy Thornton. The county presented three separate position descriptions with the job titles Courthouse Security Officer I, II, and III, and with top hourly wages at $22.65, $23.56, and $25.66, respectively. After the union provided what it believed to be its comparable data for the courthouse security officer position, Hover and Culp stepped out of the room for five to ten minutes. Upon returning to the bargaining room, Hover stated the county was revoking its offer. Hover and Culp gathered their documents and left the room.

20. Thornton's May 5, 2022, email to Daniel, Yarnell, and Caswell stated that "the Undersheriff and Commissioner Hover threw a fit and left the room" after the union had shared its prepared comparable data and its expectation that the position should get paid more than a corrections deputy.

21. I find the union credibly corroborated the duration of the short meeting, the approximate time Culp and Hover stepped out to speak, and Culp and Hover's behavior when they returned to the room.

22. I find Culp's testimony regarding the May 3 meeting lacked credibility by his equivocations and elusive answers on cross-examination.

23. After the county terminated the May 3 meeting, it did not set up more negotiation meetings with the association or seek the assistance of a mediator.

24. Prior to meeting with the association on May 3, 2022, Culp had pursued obtaining contractor quotes to fill the courthouse security needs.

25. Culp did not share the contractor quotes with the union during the parties' courthouse security discussions in the spring of 2022. Nor did Culp share the contractor quotes before or after those discussions.

26. The parties met after the May 3, 2022, meeting, but only for the purposes of discussing the corrections deputy hiring incentive.

27. On February 13, 2023, the county board adopted Resolution 22-2023, which approved the contracted hiring of two courthouse security officers from Pacific Security at a quoted rate of $560 per day.

28. On February 24, 2023, Chief Deputy of Special Operations/Communications Mike Worden sent an email titled "Courthouse Security" to "Dispatch Staff" and "Jail Sergeants," advising them that effective March 1, 2023, Pacific Security would start providing security to the courthouse.

29. Sergeant W. Roberts forwarded Worden's email on February 25, 2023, stating,

> **All Corrections Staff**
> FYI, New Court House [sic] Security. Was sent to Jail Sergeants email so I forwarded so EVERYONE would know!!

30. On February 28, 2023, Hover signed a one-year contract with Pacific Security for county courthouse security starting on March 1, 2023. The contract called for two unarmed security officers who would each be paid an hourly rate of $27.50 and were to "work at becoming [a]rmed." Once armed, the hourly rate would increase to $35.00. The contract provided for an annual 3 percent rate increase.

31. Shelley Keitzman, who replaced Everett as the Human Resources Director, sent a reminder to the county's elected officials, department heads, and assistants on February 28, 2023, reminding them that Pacific Security would begin providing courthouse security at 8:00 a.m. on March 1, 2023. Yarnell, who was appointed as undersheriff in January 2023 forwarded Keitzman's email to a listserv of "Sheriff All Staff" minutes later.

32. On March 1, 2023, Caswell emailed Yarnell with several questions about the contracted security officers' roles and responsibilities.

33. Sheriff Paul Budrow directed Keitzman to send the Pacific Security contract and its details so that the jail staff would know "what the job description is that the Security Detail is working by." Keitzman then emailed Caswell a document she described as "the job description that [the county] used as a model for some of the duties and the contract with Pacific Security." The attached job description was for the Okanogan County Courthouse

Security Officer position and described the responsibilities, functions, and duties of the bargaining unit's same position that reported to the chief corrections deputy.

34. The contracted security officers started their courthouse duties in March 2023.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.56 RCW and chapter 391-45 WAC.

2. By contracting out bargaining unit work without providing notice and an opportunity to bargain as described in findings of fact 6 through 34, the employer refused to bargain in violation of RCW 41.56.140(4).

ORDER

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

1. CEASE AND DESIST from:

   a. Contracting out work of the employees in the bargaining unit represented by the Okanogan County Sheriff Employees Association.

   b. Refusing to bargain with the Okanogan County Sheriff Employees Association regarding the transfer of bargaining unit work outside the bargaining unit.

   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 bargaining unit work of the employer's courthouse building and surroundings in its entirety and exclusively to the sheriff's office partially commissioned corrections deputies represented by the Okanogan County Sheriff Employees Association.

b. Give notice to, and upon request, negotiate in good faith with the Okanogan County Sheriff Employees Association before transferring bargaining unit work to non-bargaining unit employees.

c. Ascertain the number of the contracted employees used and the number of hours each employee worked conducting courthouse security.

d. Make eligible bargaining unit employees whole by paying them back pay and benefits, including overtime, during the number of hours the contracted courthouse security employees worked. Such back pay shall be in the amounts they would have earned or received, with interest, from the date of the unlawful contracting out to the effective date of returning the bargaining unit work pursuant to this order. Such payments shall be computed in accordance with WAC 391-45-410.

e. Contact the compliance officer at the Public Employment Relations Commission to receive official copies of the required notice for 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 Board of Okanogan 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.

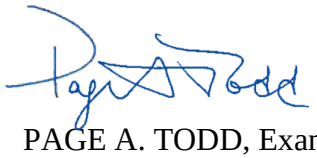
g. Notify the complainant, in writing, within 20 days following the date of this order as to what steps have been taken to comply with this order and, at the same time,

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 the compliance officer with a signed copy of the notice the compliance officer provides.

ISSUED at Olympia, Washington, this 23rd day of December, 2024.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



PAGE A. TODD, 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.

RECORD OF SERVICE

ISSUED ON 12/23/2024

DECISION 14019 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 137412-U-23

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