STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

HOQUIAM PROFESSIONAL FIREFIGHTERS, LOCAL 315 IAFF, Complainant, vs. CITY OF HOQUIAM, Respondent.	CASE NO. 1017-U-77-134 DECISION NO. 745 PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

APPEARANCES:

James B. Street, Attorney-at-Law, appearing for the complainant.

Omar S. Parker and Jon C. Parker, Attorneys-at-Law, appearing for the respondent.

The above named complainant, hereinafter called the Union, filed a complaint with the Public Employment Relations Commission on July 26, 1977 wherein it alleged that the above named respondent had committed unfair labor practices within the meaning of RCW 41.56.140. Rex L. Lacy, a member of the Commission staff, was designated as Examiner to make and issue Findings of Fact, Conclusions of Law, and Order.

Pursuant to notice by the Examiner, hearing on the complaint was convened on June 1, 1978 at Hoquiam, Washington, at which time the Employer submitted a motion to cancel the hearing. The city claimed a violation of the "appearance of fairness doctrine" citing the fact the chairman of the Public Employment Relations Commission is a partner in the law firm which is representing the complainant in this case. The Examiner denied the motion, whereupon the city requested a continuance of the hearing in order to seek a Writ of Prohibition to prevent the Commission from making a determination in this matter. The Examiner granted the continuance. The Writ of Prohibition was denied by the Grays Harbor County Superior Court, and hearing on this matter was completed on November 2, 1978 at Hoquiam, Washington.

BACKGROUND:

At all times pertinent herein, the city has had two fire stations and the complement of the Hoquiam Fire Department has been 27 employees. The issues in this proceeding center on reassignment of duties within the existing work force, and the rates of pay associated with those duties.

Prior to June 27, 1977, the distinguishing characteristic between the Captain and the Lieutenants at the city's East side fire station (apart from the ceremonial perquisites of rank in a para-military structure) was the performance by the captain of certain identified duties which might be characterized as administrative in nature. Subsequent to the challenged unilateral change which occurred on June 27, 1977, the duties which had historically been the responsibility of one employee paid at the captain rate of pay were re-assigned three employees holding the lesser lieutenant rate of pay, to be performed in addition to the duties which had historically been associated with their classification.

Prior to March 1978, one significant distinguishing characteristic between the captains at the city's main fire station and the captains and/or lieutenants assigned to the East side fire station was command authority at the scene of emergency operations. Subsequent to the challenged unilateral change which occurred on March 20, 1978, the same command responsibilities continued to exist but one of the three positions formerly paid at the "captain" rate was downgraded in pay to the "lieutenant" rate.

POSITIONS OF THE PARTIES:

The respondent contends that the Public Employment Relations Commission should not process this matter because of the "appearance of fairness" issue raised; and that the Commission lacks jurisdiction to enforce the provisions of the collective bargaining agreement in this proceeding. The city asserts defenses of waiver, both by the terms of the collective bargaining agreement and by the actions of the complainant in dropping a grievance after discussion and failing to pursue arbitration through the courts. The city views this as a "minimum manning" case and cites extensive authority for the proposition that as such the subject matter involved is not a mandatory subject of bargaining.

The complainant contends that the respondent has violated RCW 41.56.140 by unilaterally downgrading "captain" positions to the lower-paid "lieutenant" classification without meeting its statutory obligation to bargain collectively on a mandatory subject of bargaining. The union responds to employer defenses by asserting that it has not waived its right to negotiate the subject matter involved, and that it was not required to raise the reclassification issue in contract negotiations which occurred while this unfair labor practice proceeding was pending. The union also contends that it was not required to rely solely on contractual grievance and arbitration processes, particularly in view of the employer's refusal to arbitrate union grievances on this subject matter.

DISCUSSION:

Appearance of Fairness

The Chairman of the Public Employment Relations Commission, Mary Ellen Krug, is also a partner in the law firm of Schweppe, Doolittle, Krug, Tausend & Beezer of Seattle. Miss Krug has testified at her confirmation hearings before the Senate Labor Committee that she will disqualify herself and refuse to participate in Commission proceedings which involve her law firm, its associates or its clients. Miss Krug has, in fact, disqualified herself in such situations in the past. See: City of Richland, Decision 279-A (PECB, 1978). The Superior Court heard arguments on the requested writ and concluded that the non-participation of Chairman Krug would satisfy the requirements of Chapter 42.18 RCW.

The Examiner states for the record that he is a "civil service" employee of the State whose employment is governed and protected by Chapter 41.06 RCW; that he is not supervised by Chairman Krug; that he has never discussed this case with Chairman Krug; and that he is familiar with Chairman Krug's practice of disqualifying herself in cases involving her law firm, its associates and its clients.

Jurisdiction - Deferral to Arbitration

The Public Employment Relations Commission has been authorized by the legislature to resolve "unfair labor practices" in RCW 41.56.160, which states:

> "41.56.160 Commission to prevent unfair labor practices and issue remedial orders. The commission is empowered and directed to prevent any unfair labor practice and to issue appropriate remedial orders. This power shall not be affected or impaired by any means of adjustment, mediation or conciliation in labor disputes that have been or may hereafter be established by law." [1975 1st ex.s. c 296 § 24; 1969 ex.s. c 215 § 3.]

The "unfair labor practices" referred to are defined by and limited to the types of conduct specified in RCW 41.56.140 and RCW 41.56.150:

> "41.56.140 Unfair labor practices for public employer enumerated. It shall be an unfair labor practice for a public employer:
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
> (2) To control, dominate or interfere with a bargaining representative;
> (3) To discriminate against a public employee who has filed an unfair labor practice charge;
> (4) To refuse to engage in collective bargaining." [1969 ex.s. c 215 § 1.]

> "41.56.150 Unfair labor practices for bargaining representative enumerated. It shall be an unfair labor practice for a bargaining representative:
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;

(2) To induce the public employer to commit an unfair labor practice;
(3) To discriminate against a public employee who has filed an unfair labor practice charge;
(4) To refuse to engage in collective bargaining." [1969 ex.s. c 215 § 2.]

The complaint in this particular case alleges violation of RCW 41.56.140 (1) and (4).

The respondent has argued that the Commission has no authority to enforce the provisions of the collective bargaining agreement, and cites City of Walla Walla, Decision 104 (PECB, 1976) in support of that position. The respondent's arguments ignore the difference between different sets of rights and remedies.

Three different categories of cases can be easily identified:

"Pure unfair labor practice cases", involving only violation of statutory rights under Chapter 41.56 RCW;

"Mixed cases", involving violations of a collective bargaining agreement as well as violations of Chapter 41.56 RCW; and

"Pure contract violation cases", involving only violation of contractual rights under a collective bargaining agreement.

In Collyer Insulated Wire, 192 NLRB 837 (1971), the National Labor Relations Board (NLRB) adopted the policy that under certain circumstances in "mixed cases" the NLRB will "defer" to the grievance and arbitration procedures of the collective bargaining agreement between the parties. The term "defer" is defined in Black's Law Dictionary as follows:

"Delay; put off; remand; postpone to a future time. The term does not have, however, the meaning of abolish, Moore v. Sampson County, 220 N. C. 232, 17 S.E.2d 22, 23, or omit, United States v. Murine Co., C.C.A.Ill., 90 F2d 549,551."

Such deferrals involve a discretionary withholding of assertion of jurisdiction rather than a loss or absence of jurisdiction. Following the precedents of the NLRB, deferrals have been considered, granted or rejected in proceedings before the Public Employment Relations Commission. See: City of Richland, Decision 246 (PECB, 1977); City of Kennewick, Decision 334 (PECB, 1977) and City of Kennewick, Decision 483 (PECB, 1978).

City of Walla Walla, cited by the respondent, would be classified in the foregoing analysis as a "pure contract violation case" in which no statutory violation was alleged. The allegations and circumstances involved in this case are significantly different from those in City of Walla Walla. The complainant here alleges "interference" and "refusal to bargain" violations of RCW 41.56.140. Additionally, the complainant has twice attempted to have the issue involved submitted to an impartial arbitrator, and twice has been rebuffed by the city. No case has been cited, nor will any be found, where the NLRB or the Commission has deferred its statutory unfair labor practice

jurisdiction in a "mixed case" to arbitration where the employer has indicated its unwillingness to arbitrate the issues.

Waiver By Contract

Throughout the grievance proceedings and these proceedings, the respondent has consistently defended its position stating that the "management rights" section of the collective bargaining agreement permits the action taken by the city. The provision relied upon stated:

"ARTICLE XXI - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the City of operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City possesses.

1. The Union recognizes the exclusive right of the City to establish reasonable work rules.

2. The City has the right to schedule work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and public interest.

3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions in (sic) not always specifically described. Nevertheless, it is intended that all such duties shall be performed by the employees.

4. The City reserves the right to discipline or discharge for cause as defined by the Civil Service Rules of the City of Hoquiam. The City reserves the right to lay off for lack of work or funds, or the the occurrence of conditions beyond the control of the City of where such continuation of work would be wasteful and unproductive. The City shall have the right to determine reasonable schedule of work and to establish the methods and processes by which such work is performed."

The employer cites no specific provision of the contract giving it the right to re-allocate job duties among agreed-to classifications or to alter the wage rates to be paid for work performed. The "wage" provisions of the collective bargaining agreement are:

"ARTICLE VI - SALARIES

Wages and hours shall be according to the salary ordinance.

Effective at the commencement of his first shift in January of 1977, each covered employee shall receive an additional 5.3 percent increase above his December 31, 1976 rate.

The salaries of all covered employees for calendar year 1977 shall be in accordance with the salary grid attached hereto as Exhibit A and hereby made a part of this agreement by reference."

* * *

EXHIBIT A

FIRE DEPARTMENT SALARY GRID

FOR 1978

JOB TITLE	STEP A	STEP B	STEP C
Battalion Chief	1383	1456	1535
Captain	1318	1383	1462
Lieutenants	1255	1323	1393
Drivers	1196	1260	1325
Fire Fighter	1139	1199	1262

The Chief of the Fire Department shall administratively determine at which step a new employee will be hired in, depending upon the degree of experience and training the new employee brings with him. In any event, progression from Step A to Step B will be after six (6) months service and from Step B to Step C after eighteen (18) months service at Step B.

* * *

"ARTICLE XXVI - ACTING OUT OF CLASSIFICATION

Members of the Fire Department up through the rank of Captain, who are ordered to serve temporarily in a higher rank, shall be compensated at the rate of pay being received by the personnel whom they are replacing; providing that the duration of such services shall last one (1) full shift or longer. If ordered to work in a lower classification, he will be issued his regular rate of pay, but if he volunteers to work in a lower classification, he will receive the lower rate of compensation. This article shall also be applicable for personnel working for personnel on disability leave, except in such case the employee replacing the employee on sick leave shall receive the higher rate if the duration of such service is for one shift or longer."

Whenever a management's rights clause is the source of an asserted waiver of bargaining rights, that clause is scrutinized to ascertain whether it affords specific justification for the unilateral action. Normally, a mere catch-all phrase in a management's rights clause to the effect that the "Company retains the responsibility and authority of managing the Company's business", e.g., Leeds & Northrup v. NLRB, 391 F.2d 874 (CA 3, 1968) or that "all management rights not given up in the contract are expressly reserved to it", e.g., Proctor Mfg. Company, 131 NLRB 1166 (1961) fall short of a "clear and unmistakeable" relinquishment. The management rights clause of the parties' collective bargaining agreement contains only general or catch-all language. and it is not specific enough to constitute a waiver by the union of its bargaining rights.

Waiver By Bargaining Or By Inaction

The collective bargaining agreement itself acknowledges the continuing duty to bargain which obligates the parties during the contract term:

"ARTICLE XIV - DEPARTMENTAL CHANGES

Before any permanent changes are made in basic policy, they will be submitted to the Union prior to the change and discussed with the Union representative, if he notifies management in writing or his desire to do so."

The city asserts that its discussions in preparation for the challenged unilateral change "were public and open to the Firemen and therefore they were made aware of the contemplated action of the City". The union learned of the contemplated changes, requested a meeting and filed a grievance protesting the contemplated changes. The arbitration provisions of the collective bargaining agreement were invoked, and at least three meetings were held; but it appears that the subject matter discussed was procedural and historical in nature rather than the substantive issues arising out of the elimination of a premium pay position and reassignment of its distinguishing function to other employees working at lower rates of pay. The testimony of Spencer, the city's participant in those meetings, was:

"Q. And what was your involvement exactly? Would you testify as to what you did on the grievance committee?

A. As I recall, I met with the grievance committee from the Firemen's Association, particularly Mr. John Helland. As -- we met approximately three times. In the first time, I listened to and tried to find out what the reasons for the grievance. These included a suggestion by them that it was -- had been a part of our earlier contract that they got a captain's position on the eastside. Another reason that they gave with regards to the grievance was that the City had violated the contract when it dealt with a change in working conditions, hours, wages, et cetera. And, so that was the first meeting.

The second meeting, I explained to them that I had talked with former Mayor Omar Youmans. As I recall, he was Mayor from approximately 1960 to 1968. He had been a councilman before then, and he would recall - he had been involved in the negotiations at that time apparently as he related to me, and he would recall that the matter of the captains had been introduced in the labor negotiations. And he could not recall this. So I also talked with his wife, Geraldine Youmans -- or Denise Youmans, who was the financial director, former city clerk, and former employee of the City Clerk's Department, and she could not recall this matter being brought up. I also reviewed all the old contracts to see if there was any language in the contracts relating to any employees being bargained over; that is, there was language in there giving the Fire Department another employee, such as a captain, and I could find none.[1/]

I eventually talked a third time with John Helland -- and I believe it was on the east side -- and indicated to him that I could see no basis for the -- through my research, no basis for the grievance. And essentially, that was it.

Q. Did you go into arbitration which is the next step under that procedure?

A. No.

1/ This testimony concerning an absence of any bargaining history clearly supports the conclusion, stated above, that the disputed subject matter was not within the contemplation of the parties and was not expressly waived by the terms of their negotiated agreement.

Q. Why not?

A. It was the recommendation of the City that there was no grievance." (TR PP. 151-153)

The union withdrew its grievance on June 24, 1977, just prior to the implementation of the first change, and the city now cites that fact in support of its claim that the union has waived its bargaining rights.

The failure of the union to pursue its anticipatory grievance, or to go to Court to compel arbitration of that grievance, is not convincing evidence of waiver in light of the union's filing of a new grievance promptly after implementation of the "reclassification" and its filing and pursuit of this unfair labor practice proceeding. The union has consistently maintained its objection to the reclassification, and there is no evidence that its June 24, 1977 withdrawal was made in connection with any acceptance of the employer's position on the substantive issue which then and now separates the parties. The NLRB has held that a waiver will be found only where the union "consciously yielded" its position. The Press Co. Inc., 121 NLRB 96 (1958). The NLRB and the Courts have repeatedly held that a waiver of bargaining rights by a union will not be lightly inferred, and must be clearly and unequivocally conveyed. The record in this case does not support such a finding.

Processing of this unfair labor practice case was initially delayed because of case backlogs of the Commission, and was later delayed because of the city's efforts to obtain judicial intervention. In the meantime, the parties have had occasion to bargain on successor contracts. The union has not raised the issue in dispute in these proceedings in those negotiations, but has never yielded its position either. The union was not obligated to attempt to negotiate a right which already existed. City of Auburn, Decision 455 (PECB, 1978).

Duty To Bargain These Reclassifications

The union characterizes the dispute as one involving the substitution of one classification for another, and directs its argument to the "wages" being paid to the affected employees subsequent to the unilateral changes.

RCW 41.56.030(4) defines collective bargaining and its scope:

> " 'Collective bargaining' means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter."

The respondent states in its brief:

> "This proceeding presents an issue commonly known as 'manning.' The union is attempting to gain the right to negotiate regarding the number of employees in the Department and what job they will perform. The union is seeking an order from this Commission which will direct City governments not to decrease the number of Fire Department employees without union approval. This is not the law of public sector collective bargaining."

The respondent cites numerous cases in which "minimum manning" has been declared to be a permissive subject for bargaining by arbitrators or by administrative agencies of other states.

The Examiner is not persuaded that "minimum manning" is or ever has been at issue in these proceedings. There is no issue or evidence in this proceeding which indicates that the union has requested that the city employ more than the 27 employees which it had and which the city itself proposed to continue. The issues in this proceeding center on re-assignment of duties within the existing work force, and the rates of pay associated with those duties.

In both instances, the unilateral changes have resulted in reduction of the wages paid for performance of the same work which was performed prior to the unilateral change. The changes clearly impacted "wages" and were a mandatory subject of collective bargaining. Even if an employer might have a right to unilaterally change job titles, it would still have the obligation to give the union representing its employees notice of the change and an opportunity to bargain over the impact of the change on wages and other mandatory subjects of bargaining. No such notice or bargaining has occurred in this situation. The union is entitled to a remedial order making the affected employees whole for the loss of wages suffered by reason of the unilateral changes implemented by the city.

FINDINGS OF FACT

1. The City of Hoquiam is a municipality of the State of Washington and a "public employer" within the meaning of RCW 41.56.030(1). Among other municipal services, the city maintains and operates a Fire Department. John E. McGuire is Mayor, Roger Spencer is a member of the City Council, and R. K. Wiley is Fire Chief.

2. Hoquiam Professional FireFighters, Local 315, IAFF is a bargaining representative within the meaning of RCW 41.56.030(3). John Helland is president of Local 315.

3. The City of Hoquiam has recognized Hoquiam Professional FireFighters, Local 315, IAFF as the exclusive bargaining representative of certain employees of the Hoquiam Fire Department. The

parties have entered into a series of collective bargaining agreements for those employees.

4. At all times material herein, the complement of the Hoquiam Fire Department has been 27 employees who are assigned to two stations.

5. Prior to July, 1977, the respondent assigned one captain and two lieutenants to its East side fire station. The captain assigned to the East side station was responsible for the maintenance and supply operations of the East side station in addition to his shift duties. At that time, the maintenance and supply operations of the respondent's headquarters fire station were the responsibility of a battalion chief.

6. During or about March, 1977, a captain assigned to the headquarters fire station retired. The vacancy created by that retirement was filled by transfer of the captain from the East side station to the headquarters station. The vacant captain position at the East side station was thereafter filled by lieutenants "working out of classification" as provided in Article XXVI of the collective bargaining agreement between the parties.

7. Following March, 1977, the respondent's Mayor and Council began discussions regarding the captain vacancy. Such discussions were public and open; but there is no evidence of direct notice by the respondent to, or an invitation by the respondent to bargain collectively with, the complainant as the exclusive bargaining representative of its employees concerning changes contemplated by the respondent.

8. The complainant obtained actual knowledge of the respondent's intent to abolish the vacant captain position and to replace it with a lieutenant position. On May 18, 1977, the complainant notified the Mayor that it considered such action to be in violation of the collective bargaining agreement, and it requested a meeting with the Mayor or the Public Safety Committee to discuss the issue.

9. The complainant's request was initially denied by the Mayor, citing Article XXI - Management Rights, of the collective bargaining agreement as authority for the respondent to establish the work force and job classifications. The Complainant then requested that the issues be submitted to binding arbitration in accordance with the collective bargaining agreement.

10. On May 31, 1977, Mayor McGuire and Councilman Spencer agreed to meet with representatives of the complainant. On the same

date, the City Council directed the City Attorney to prepare an ordinance deleting the position of captain and replacing the deleted position with a lieutenant position.

11. Councilman Spencer was designated to serve as the respondent's representative on the Arbitration Board convened in accordance with Article XIX of the collective bargaining agreement, and Spencer met with representatives of the complainant concerning the complainant's grievance. Those meetings were devoted principally to exploring the history and evolution of the collective bargaining agreement, to discussions concerning the grievance procedures contained in the collective bargaining agreement, and to arguments involving the arbitrability of the grievance. Spencer did not engage in meaningful collective bargaining with the representatives of the complainant on the underlying issues involving the transfer of work from one classification of employees to another classification of employees. During those discussions, the complainant did not concede the correctness of the city's positions on the merits of the underlying issues.

12. On or about June 24, 1977, the complainant withdrew its pending grievance concerning the city's proposed reclassifications.

13. On June 27, 1977, Mayor McGuire directed Fire Chief Wiley to abolish the vacant captain position and to conduct a competitive examination for the rank of lieutenant. McGuire additionally directed Wiley not to assign any duties performed by a captain to the newly created lieutenant position. However, contrary to such directive, Wiley directed all of the lieutenants at the East side fire station to perform the maintenance and supply work previously performed solely by the captain assigned to that station, and the distinguishing duties and responsibilities of the former captain position thereafter devolved to those lieutenants.

14. The complainant thereafter initiated grievance proceedings under the collective bargaining agreement and initiated the instant unfair labor practice proceeding with the Public Employment Relations Commission. The respondent admits, of record, that it refused to negotiate the matter or participate in further discussions with the complainant on this subject matter. The complainant has never yielded its position or made a clear and unmistakeable waiver of its right to bargain on the matter.

15. During or about March, 1978, another senior officer of the respondent's Fire Department vacated his position. On March 15, 1978, Wiley issued a directive which temporarily appointed a captain to the position of battalion chief, a lieutenant (John Helland) to captain at the headquarters station and a firefighter

(Dave Ludwig) to the rank of lieutenant. Helland was initially paid at the captain rate as provided by Article XXVI of the collective bargaining agreement.

16. The reallocation of work to lower paid classifications within the respondent's work force, as described in paragraph 13 of these findings of fact, was consistent with a pattern of similar moves made by the city during McGuire's administration affecting the city treasurer, city clerk and police department. Continuing the same course of conduct, on March 20, 1978, without giving notice to or bargaining with the complainant, the City Council approved the temporary appointments made by Wiley on March 15, 1978, to the ranks of battalion chief and lieutenant, but refused to approve the temporary appointment of Lieutenant John Helland to the rank of captain. Helland's pay was then adjusted downward from the "work out of classification" rate which he enjoyed as a temporary captain to the rate of his permanent rank of lieutenant while Helland continued to perform the same duties.

17. Prior to March 20, 1978, the respondent assigned three captains to its headquarters fire station. A distinguishing characteristic relating to the position of captain at the headquarters fire station was that such persons held command authority and responsibility for firefighting and other emergency responses over employees assigned to both of the respondent's fire stations. Following March 20, 1978, distinguishing duties and responsibilities of the former captain position devolved to an employee holding the rank and pay of lieutenant on one of the three shifts while continuing to be performed by captains on the other shifts.

18. On March 22, 1978, the union submitted a grievance to the Mayor protesting the abolition of a second captain position and the assignment of a lieutenant to fill the position and perform the duties previously performed by a captain.

19. On July 24, 1978, during the period of the continuance of the hearing in this matter, Wiley issued a directive appointing Ludwig to the rank of lieutenant at the headquarters station and transferring Helland to the respondent's east side fire station.

20. The amount of work performed within the bargaining unit represented by the complainant has remained the same as existed prior to the unilateral changes implemented by the respondent. The employer's abolition of two captain positions and their replacement with lower rated lieutenant positions has resulted in the unilateral reduction of the wages paid to employees for the performance of the distinguishing duties and responsibilities of the former captain positions.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW.
2. Hoquiam Professional FireFighters, Local 315, IAFF has not waived its statutory rights to bargain concerning the wages to be paid employees in the event of reassignment of work within the bargaining unit.
3. The City of Hoquiam has violated RCW 41.56.140(4) and (1) by refusing to bargain the impact of the change of wages and working conditions resulting from the employers unilateral reclassification wherein work previously assigned to captain has now been assigned to lieutenant.

ORDER

IT IS ORDERED that the City of Hoquiam, its officers and agents, shall immediately;

1. Cease and desist from refusing to bargain in good faith regarding the assignment of work from the rank of captain to the rank of lieutenant.
2. Take the following affirmative action:
   a. Assign Del Pelan to the rank of temporary captain from June 27, 1977 through the date collective negotiations between the parties have resolved this dispute.
   b. Assign John Helland to the rank of temporary captain from March 21, 1978 to July 24, 1978.
   c. Assign Dave Ludwig to the rank of temporary captain from July 24, 1978 through the date collective negotiations between the parties have resolved this dispute.
   d. Make Del Pelan, John Helland, and Dave Ludwig whole for any loss of pay or other benefits they may have suffered by reason of the employers improper assignment of work from captain to lieutenant.
   e. "Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix A". Such notices shall, after being duly signed by an authorized representative of the City of Hoquiam, be and remain posted for

sixty (60) days. Reasonable steps shall be taken by the City of Hoquiam to ensure that said notices are not removed, altered, defaced or covered by other material."

f. "Notify the Executive Director of the Commission, in writing, within ten (10) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceeding paragraph."

DATED at Olympia, Washington this 23rd day of October, 1979.

REX L. LACY, Examiner

"Appendix A"

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Case No. 1017-U-77-134 Date Issued October 23, 1979

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE PURPOSES OF THE PUBLIC EMPLOYEES COLLECTIVE BARGAINING ACT, THE CITY OF HOQUIAM HEREBY NOTIFIES ITS EMPLOYEES THAT:

WE WILL bargain collective in good faith with Hoquiam Professional FireFighters Union, Local 315, IAFF, as the exclusive bargaining representative of firefighters employed by the City of Hoquiam on grievance procedures and all personnel matters, including wages, hours and working conditions.

WE WILL NOT make changes of wages, hour or working conditions unless we have given notice to and bargained collectively with Hoquiam Professional FireFighters Union, Local 315, IAFF.

DATED: _____ CITY OF HOQUIAM

BY: _____
Chairperson of the City Council

BY: _____
Mayor

THIS NOTICE MUST NOT BE ALTERED, DEFACED OR COVERED BY OTHER MATERIAL