

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON STATE PATROL TROOPERS ASSOCIATION,)	
)	
Complainant,)	CASE 9777-U-92-2225
)	
vs.)	DECISION 4757-A - PECB
)	
WASHINGTON STATE PATROL,)	
)	DECISION OF COMMISSION
Respondent.)	
)	
)	

Hoag, Vick, Tarantino and Garrettson, by James M. Cline, Attorney at Law, appeared on behalf of the complainant.

Christine O. Gregoire, Attorney General, by Chip Holcomb, Senior Assistant Attorney General, appeared on behalf of the employer.

This matter comes before the Commission on a petition for review filed by the complainant, seeking reversal of a dismissal order issued by Examiner Kenneth J. Latsch on June 29, 1994.¹

BACKGROUND

A collective bargaining agreement between the Washington State Patrol (employer) and the Washington State Patrol Troopers Association (union) covers uniformed commissioned personnel below the rank of lieutenant.

Article 15 of the collective bargaining agreement outlines discipline and discharge procedures. Those procedures specified

¹ Washington State Patrol, Decision 4757 (PECB, 1994).

that any employee who receives a suspension, demotion, or discharge to be subject to an internal appeal process.

The facts, as asserted in the complaint, are as follows: In December of 1991, the employer began to investigate an incident involving Trooper Robert Nold, an employee in that bargaining unit. The investigation related to the alleged use of alcohol. In March of 1992, the union commenced negotiation with the employer regarding discipline of Trooper Nold. On March 25, 1992, counsel for the employer, Senior Assistant Attorney General Chip Holcomb, submitted a formal proposal to the union regarding discipline of Trooper Nold. The proposal included two documents: (1) Contractual agreement in lieu of termination from employment between Trooper Robert L. Nold, #485 and the Washington State Patrol, and (2) Waiver of administrative charges and hearing in discipline cases and order imposing penalty. On March 26, 1992, union attorney Christopher Vick responded to the employer's counsel, citing several objections, claiming portions violated federal and state statutes, and arguing that bargaining was required. The union proposed several changes in the documents. Pertinent text of the letter dated March 26, 1992 from Aitchison Hoag Vick & Tarantino (Christopher K. Vick) to the Washington State Attorney General's Office (Chip Holcomb) reads as follows:

I have reviewed your proposed agreement with my client and must advise you that the Association cannot sanction the Patrol entering into this agreement with Trooper Nold. Various aspects of your proposed contract violate federal anti-discrimination law, and specifically the Americans with Disabilities Act. We are not prepared to allow the State Patrol to enter into an illegal contract with a trooper, at least not with the sanction of the State Troopers Association.

The specific objections the Association has regard Sections 3, 5, and 6; under specific conditions, Section A.

With regard to Section 3 of the agreement, well established case law under the Rehabilitation Act of 1973, which has been incorporated into the Americans With Disabilities Act, requires the employer to "wipe the slate clean" with regard to general violations associated to prior alcohol usage. The only thing for which the employer may summarily discharge an employee under a last-chance agreement, as authorized by the Rehabilitation Act, is further violation of the alcohol use regulations. If, for instance, Trooper Nold in the past had tardiness problems and he in the future has tardiness problems independent of his alcoholism, the Department would not be free under case law to summarily discharge him; and the Troopers Association is not prepared to enter into any agreement that would waive those legal rights.

Section 5 blatantly violates the Americans With Disabilities Act. The Department has absolutely no right or ability to require Trooper Nold to turn confidential medical files over to it. Such a request on the part of the State Patrol is a per se violation of federal anti-discrimination law and the Association will not sanction that covenant.

Section 6 violates state law that requires the employer to provide up to \$5,000 of insurance benefits to pay for alcohol treatment. If it is the Patrol's position that Trooper Nold must pay these costs himself, the Patrol may not lawfully require him to do that.

Finally, the Specific Conditions require the Trooper to agree to retire on a date certain. That also violates the requirement of the ADA not to engage in general acts of discrimination against people with disabilities. If Trooper Nold maintains his sobriety the Patrol has no business requiring him to retire at that or any other time.

Similar provisions in the Waiver of Trial Board are also objectionable to the Association. If the Patrol is willing to modify its agreement so as to remove objectionable language, the Association will entertain entering into it. It should be noted, that the Association and not the employee, is the party with

whom you must bargain. Any attempt to enter into the agreement you sent me directly with the employee will result in the filing of an Unfair Labor Practice charge with the Public Employment Relations Commission. On the other hand, if the Patrol will appropriately discharge its legal obligations, the Association will support its efforts to accommodate Trooper Nold.

Several days later, Holcomb advised Vick by telephone that he had not received Vick's letter of March 26, 1992. The union then sent another draft of the letter to Holcomb by facsimile.

On April 3, 1992, Trooper Nold was called to a meeting with his supervisor and directed to sign a settlement agreement prepared by the employer. One of the documents Trooper Nold was required to sign was a revised "Contractual Agreement in Lieu of Termination ..." document. The pertinent text of the agreement Trooper Nold signed reads as follows:

1. The Employee ADMITS to the allegations set forth in case number C-92-46. The allegations are as follows:

- (1) Unbecoming Conduct, Regulation 7.00.030
- (2) Use of Alcohol, Regulation 7.00.130
- (3) Reporting for Duty, Regulation 1.09.400

Attached to this Agreement is the (1) Waiver of Administrative Charges and Hearing in Discipline Cases and Order Imposing Penalty signed by Employee on April 3, 1992. These documents are hereby incorporated by reference and made a part of this Agreement.

2. The Employee is fully aware that he is, by Waiver of Administrative Charges and Hearing in Discipline Cases and Order Imposing Penalty, no longer entitled to an administrative hearing in this case.

3. The Employee is, by this Agreement, requesting the Patrol to enter into this contract in lieu of termination. Further violations of departmental regulations includ-

ing, Use of Alcohol Regulation 7.00.130 and offenses, will result in Employee waiving his right to administrative due process and shall result in the immediate termination of Employee from the Patrol.

4. Employee has stated that he has an alcohol abuse problem. Employee agrees to (1) enroll in A.A. classes and provide monthly verification of attendance to his supervisor (2) attend bimonthly meetings with Dr. Solomon to reinforce outpatient treatment and ensure emotional stability and fitness for duty and (3) accept a transfer to District One freeway or East beat detachment. Items one and two above shall begin immediately upon assignment to District One.

5. Employee agrees that his entire patient file and all information concerning his treatment for alcohol abuse shall be released to the Patrol. This includes any recommendations, assessments, reports and findings made by any person regarding Employee.

6. Employee agrees to pay all costs associated with the alcohol treatment and any after-care programs. The Patrol, will at no time, pay any costs associated with the alcohol treatment or evaluations, or any psychological counseling unless it specifically agrees to do so in writing.

Pertinent text of the "Waiver of administrative charges and hearing in discipline cases and order imposing penalty" reads as follows:

I, Trooper Robert L. Nold, WSP 485, an employee of the Washington State Patrol, was involved in an incident which occurred December 7, 1991, involving:

(1) Unbecoming Conduct (2) Use of Alcohol, and (3) Reporting for Duty

The incident was investigated and has proceeded administratively through the level of Bureau Chief according to Washington State Patrol Regulation Manual, Chapter 1.07, and;

I have read and am familiar with Chapter 1.07, and I am fully aware of my right to be served with a written description of any charges which may arise from the incident, and to have a full administrative hearing to adjudicate such charges if they are made, as a matter of constitutional right and according to the regulations of the Washington State Patrol, before any penalty affecting my property interests is imposed.

Whereas I am satisfied the incident has been fairly reviewed pursuant to Chapter 1.07 and agree to the imposition of discipline for violation of Regulation:

7.00.030 Unbecoming Conduct 7.00.130 Use of Alcohol

1.09.400 Reporting for Duty

As a result of this incident I agree to a penalty of: Loss of 23 days Annual Leave and enrollment in Alcoholics Anonymous [sic] classes providing monthly verification of attendance. Also, bimonthly meetings with Dr. Solomon, and transfer to District One.

And I desire that this matter be concluded without further proceedings.

Now, therefore, in consideration of the matter being concluded administratively within the department in this manner, I do hereby voluntarily and with full knowledge of my rights described above and the provisions of Chapter 1.07 waive my right to receive a written description of any administrative charges arising from this incident and my right to have a hearing thereon; and, do hereby consent to the imposition of the penalty set forth above, and the disposition of this matter in accordance with Chapter 1.07.

The union had advised Nold to object to the agreement, but to sign it if necessary to avoid an insubordination charge. Nold signed the document under duress because he feared he would be terminated if he did not do so.

In the period intervening the union's second submission of its objections to the employer and the April 3 meeting with Nold, the employer did not undertake further negotiations with the union on the matter. The final draft of the agreement between Nold and the employer addressed a limited number of objections the union had to the proposed agreement.

On April 27, 1992, the union filed a complaint charging unfair labor practice with the Public Employment Relations Commission. The complaint contained the allegation that the employer refused to bargain in violation of RCW 41.56.140(4), by circumventing the exclusive bargaining representative in connection with the "Contractual Agreement..." and "Waiver of Administrative Charges..." signed by Nold on April 3, 1992.

The Executive Director's preliminary ruling letter of May 21, 1992 stated it appeared that unfair labor practice violations could be found. Kenneth J. Latsch was designated as Examiner, and he sent a notice of hearing to the parties dated August 4, 1993. The notice of hearing established the deadline for filing the employer's answer as August 24, 1993.

The employer did not file an answer. On September 8, 1993, the union filed a motion for default judgment. The parties agreed to submit briefs upon the merits of the facts alleged in the complaint prior to the Commission rendering a decision upon the complaint.

On June 29, 1994, Examiner Latsch issued an order denying the motion for default judgment and dismissing the complaint charging unfair labor practices. On July 19, 1994, the union petitioned for review of the Examiner's decision, thus bringing the matter before the Commission.

POSITIONS OF THE PARTIES

The union argues there is no authority for an employer and a bargaining unit employee to enter into an agreement that waives the provisions of a collective bargaining agreement signed by the employer and the union which represents that employee. The union claims the agreement was a last chance agreement which inherently contradicted the just cause provisions of the collective bargaining agreement, and is, in effect, a waiver of those provisions. It asserts that an employee is not entitled to waive benefits of the collective bargaining agreement, and that individual contracts which detract from the collective bargaining agreement are invalid. The union argues the agreement's scope is unconscionable, being unlimited in duration and providing that the employee waive future rights to due process hearing. The union argues that the discipline was subject to grievance rights and protection in the future by the collective bargaining agreement. The union takes issue with the Examiner's findings of fact, and claims the employer violated RCW 41.56.140(1). It asserts that the union's motion for default judgment should have been granted.

The employer did not file a response to the union's petition for review. Although it did not answer the complaint, it argued in its brief to the Examiner that the facts do not reflect that Trooper Nold was ordered to sign the agreement. The employer argued that it met its obligations with respect to the discipline of Trooper Nold, and that the union was involved in the process leading up to the disputed agreement. While acknowledging it may not unilaterally require an employee to comply with the terms of the agreement as a disciplinary measure, it argues that employees are free to agree with an employer to resolve pending disciplinary proceedings, and that Trooper Nold did not receive discipline which can be set aside.

DISCUSSIONDefault

When a respondent fails to answer allegations of a complaint in unfair labor practice proceedings, the Commission follows WAC 391-45-210, which provides:

WAC 391-45-210 ANSWER--CONTENTS AND EFFECT OF FAILURE TO ANSWER. An answer filed by a respondent shall specifically admit, deny or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. **The failure of a respondent to file an answer or the failure to specifically deny or explain in the answer a fact alleged in the complaint shall, except for good cause shown, be deemed to be an admission that the fact is true as alleged in the complaint, and as a waiver of the respondent of a hearing as to the facts so admitted.**

[Emphasis by **bold** supplied.]

The rule has been enforced, and default judgments have been entered where appropriate. See, City of Benton, Decision 436-A (PECB, 1978), and cases cited in Battleground School District, Decision 2449-A (PECB, 1986). See, also, Toutle Lake School District, Decision 2659 (PECB, 1987).

In this case, the employer has offered no explanation or good cause for its failure to answer. It is deemed to admit all facts alleged in the complaint are true, and to waive a hearing as to those facts alleged. Because of the employer's failure to answer, we must decide this case on the basis of those facts evidenced in the complaint. The employer is foreclosed from claiming different facts.

The Legal Standard

As noted by the Examiner, three different statutory provisions are relevant to the determination of the issue presented in this case:

RCW 41.56.030 DEFINITIONS As used in
this chapter:

. . .

(4) "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. In the case of the Washington state patrol, "collective bargaining" shall not include wages and wage-related matters.

. . .

RCW 41.56.080 CERTIFICATION OF BARGAINING REPRESENTATIVE--SCOPE OF REPRESENTATION.

The bargaining representative which has been determined to represent a majority of the employees in a bargaining unit shall be certified by the commission as the exclusive bargaining representative of, and shall be required to represent, all the public employees within the unit without regard to membership in said bargaining representative: PROVIDED, That any public employee at any time may present his grievance to the public employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect, and if the exclusive bargaining representative has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

. . .

RCW 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;

...

(4) To refuse to engage in collective bargaining.

This case concerns the general subject of discipline, which the Commission has found to be within the scope of wages, hours, and working conditions and a mandatory subject of bargaining. See, City of Tacoma, Decision 4539-A (PECB, 1994).

Individual Contracts and Circumvention

An employer can commit a refusal to bargain violation, as well as an interference violation, if it negotiates a mandatory subject of collective bargaining directly with a bargaining unit member in circumvention of the exclusive bargaining representative. City of Wenatchee, Decision 2216 (PECB, 1985).

City of Pasco, Decisions 4197-A and 4198-A (PECB, 1994), involved both a training expense reimbursement contract and a settlement agreement regarding payment of training costs between an employer and employee. In that case, the employer had not notified the union about the anticipated signing of the training expense reimbursement contract by the employee. By circumventing the exclusive bargaining representative in dealing directly with a bargaining unit employee, as to both the signing of the contract and to the enforcement and compromise of that contract, the employer was held to have refused to bargain. The Commission also found that such a circumvention violation inherently interferes with the rights of bargaining unit employees, and so was also an interference violation under RCW 41.56.140(1).

In the case at issue, the employer began to investigate the incident involving Trooper Nold in December of 1991. The purpose of the employer's investigation appears to be in anticipation of discipline for an incident relating to Nold's use of alcohol. In March of 1992, the employer proposed an agreement and waiver in lieu of termination. The employer did notify the union of its intended action and gave the union an opportunity to respond. The union sought to bargain and proposed several changes in the documents, claiming portions of the documents violated federal and state statutes. The employer proceeded to present revised documents to Nold, which took into account only one objection from the union.² The employer contends that it simply gave Nold an option of either signing the revised "Agreement" or face termination. Those are not the facts before us. The default facts do not describe Nold as having been given an option; they assert that Nold was "directed" to sign the agreement. After being directed by the employer to sign the agreement, Nold did so.

The parties' collective bargaining agreement provided for a grievance procedure and contained provisions regarding discipline and discharge. Those provisions allowed employees certain rights in the disciplinary process. The employer could have disciplined Nold and then negotiated with the union in the grievance forum or taken its chances with arbitration. It did not do so. As in City of Pasco, it went directly to the employee. The agreement thereby became an individual contract which essentially waived benefits provided by the bargained agreement and circumvented the exclusive bargaining representative.

² The revised documents differed from the original proposal by eliminating a reference to the requirement of Nold to retire, and by eliminating the "state certified outpatient" description of the AA class enrollment requirement. The union had objected to the requirement of Nold to retire.

This case is decided in a "default" setting, and our decision in this case lacks the precedential value of a case decided based on full litigation of facts. City of Wenatchee, Decision 780 (PECB, 1980). If an employer proposes a disciplinary action, gives the union notice of that action, if it is clear the employee exercised free choice in signing an agreement as to the disciplinary action, and if the employer makes clear that the settlement is a non-precedential one so there is no detrimental impact on other members of the bargaining unit, the result before the Commission may be a different one. By our decision here, we do not suggest that we are giving unions veto power over all proposed disciplinary actions of employers.

The decision of the Examiner is reversed, and the findings of fact, conclusions of law and order issued by the Examiner are vacated. The following findings of fact, conclusions of law and order are based exclusively on the admissions of the respondent in this case. They establish no precedent except as to these parties and this controversy.

AMENDED FINDINGS OF FACT

1. The complaint charging unfair labor practices filed by the Washington State Patrol Troopers Association (union) in this matter was duly processed by the Executive Director pursuant to WAC 391-45-110, and Examiner Kenneth J. Latsch was assigned to conduct further proceedings in the matter.
2. A notice of hearing issued in this matter on August 4, 1993 established August 24, 1993 as the date for filing of an answer.
3. The Washington State Patrol (employer) failed to file an answer in this matter.

4. On September 8, 1993, the union filed a motion and affidavit in support of motion requesting a default judgment upon its complaint. The employer did not tender a showing of good cause for its failure to answer.
5. The following facts are, pursuant to WAC 391-45-210, deemed to be admitted as true:

Trooper Bob Nold is an employee of the Washington State Patrol (WSP). In December 1991, WSP commenced an investigation against Trooper Nold relating to an incident involving the use of alcohol. In March 1992, Washington State Patrol Troopers Association (WSPTA) attorneys commenced negotiation with WSP regarding discipline of Trooper Nold. On March 25, 1992, counsel for WSP, Senior Assistant Attorney General Chip Holcomb, submitted a formal proposal to WSPTA regarding discipline of Trooper Nold. The proposal is attached as Exhibit A.

On March 26, 1992, WSPTA attorney Christopher Vick responded to Attorney Holcomb citing several objections with the proposal. See Exhibit B. Vick's letter further noted that WSP had an obligation to bargain this position with WSPTA and that "any attempt to enter into the agreement you sent me directly with the employee will result in the filing of an unfair labor practice charge with the Public Employment Relations Commission." Several days later Attorney Holcomb discussed the matter by telephone with Attorney Vick and asserted that he had not received Vick's letter regarding the Association's objections to the proposed discipline. The Association then sent another draft of the letter to Holcomb by facsimile.

On April 3, 1992, Trooper Nold was called to a meeting with his supervisor in which he was directed to sign a settlement agreement prepared by WSP. Trooper Nold had been advised by WSPTA to object to the settlement agreement but to sign it if necessary so as to avoid an insubordination charge. Nold did in fact sign the document under duress because he feared he would be terminated if he did not do so. See Exhibit C.

In the period intervening the Association's second submission of its objections to the Patrol proposal

and the April 3 meeting with Nold, WSP representatives failed to undertake further negotiations with WSPTA on this matter. The final draft of the agreement between Nold and WSP addressed only a limited number of objections which WSPTA had to the proposed agreement.

6. The document referred to as "Exhibit A" in the statement of facts was attached to the complaint charging unfair labor practices when it was filed. That document is a copy of the proposed "Contractual Agreement in Lieu of Termination from Employment between Trooper Robert L. Nold, #485 and the Washington State Patrol".
7. The document referred to as "Exhibit B" in the statement of facts was attached to the complaint charging unfair labor practices when it was filed. That document is a copy of a letter, dated March 26, 1992, from Aitchison Hoag Vick & Tarantino (Christopher K. Vick) to the Washington State Attorney General's Office (Chip Holcomb). In that letter, Vick objected to the proposed agreement, claiming portions violated federal and state statutes, and argued that bargaining was required. He also proposed changes in the documents.
8. The document referred to as "Exhibit C" in the statement of facts was attached to the complaint charging unfair labor practices when it was filed. That document is a copy of the "Waiver of Administrative Charges and Hearing in Discipline Cases and Order Imposing Penalty".
9. Washington State Patrol is an agency of the State of Washington, and is a "public employer" within the meaning of Chapter 41.56 RCW.
10. The Washington State Patrol Troopers Association is a labor organization and a bargaining representative within the meaning of RCW 41.56.030(3), and is the exclusive bargaining

representative of a bargaining unit of the employer's troopers and sergeants.

AMENDED CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.
2. The documents which the Washington State Patrol required Trooper Bob Nold to sign on April 3, 1992, constituted an agreement between the employer and employee on discipline, which is a mandatory subject of collective bargaining under RCW 41.56.030(4).
3. By directing the employee to sign a waiver of the just cause provisions of the collective bargaining agreement, the employer circumvented the exclusive bargaining representative, refused to bargain and committed an unfair labor practice in violation of RCW 41.56.140(1) and (4).
4. By dealing directly with bargaining unit employee Nold and directing Trooper Nold to sign the settlement agreement without providing an opportunity for collective bargaining on the matter, the Washington State Patrol interfered with, restrained, and coerced employees in the exercise of their collective bargaining rights and committed an unfair labor practice in violation of RCW 41.56.140(1).

AMENDED ORDER

The Washington State Patrol, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

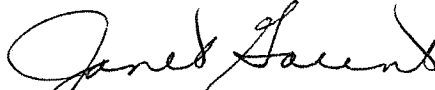
1. CEASE AND DESIST from:
 - a. Circumventing the Washington State Patrol Troopers Association by direct dealings with employees in the bargaining unit represented by that organization concerning any matters of wages, hours or working conditions within the meaning of Chapter 41.56 RCW.
 - b. Refuse to bargain collectively with the Washington State Patrol Troopers Association by circumventing that organization and dealing directly with employees involving issues of mandatory subjects of bargaining in violation of RCW 41.56.140(4).
 - c. In any other manner, interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights secured by 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. Rescind the contractual documents involved in this proceeding which Trooper Robert Nold signed on April 3, 1992.
 - b. Give notice to the Washington State Patrol Troopers Association and, upon request, bargain collectively with that organization concerning any change to the collective bargaining agreement regarding the use of settlement agreements between the employer and employees.
 - c. 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".

Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

- d. Notify the above-named 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 required by the preceding paragraph.
- e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive Director with a signed copy of the notice required by this order.

ENTERED at Olympia, Washington on the 27th day of February, 1995.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



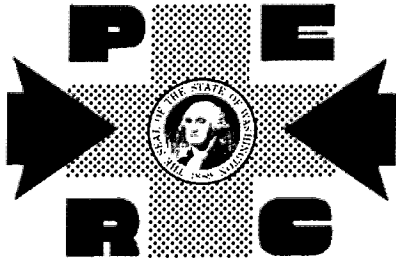
JANET L. GAUNT, Chairperson



DUSTIN C. MCCREARY, Commissioner



SAM KINVILLE, Commissioner



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL rescind the "Contractual Agreement in Lieu of Termination from Employment between Trooper Robert L. Nold, #485 and the Washington State Patrol", signed by Trooper Nold on April 3, 1992.

WE WILL rescind the "Waiver of Administrative Charges and Hearing in Discipline Cases and Order Imposing Penalty" signed by Trooper Robert L. Nold on April 3, 1992.

WE WILL give notice to the Washington State Patrol Troopers Association and, upon request, bargain collectively with that organization concerning any proposal regarding the use of agreements or waivers between the employer and employees.

WE WILL NOT circumvent the Washington State Patrol Troopers Association by direct dealings with bargaining unit employees on matters of wages, hours or working conditions.

DATED: _____

WASHINGTON STATE PATROL

BY: _____
 AUTHORIZED REPRESENTATIVE

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.