City of Issaquah (Issaquah Police Services Association), Decision 9255 (PECB, 2006)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CITY OF ISSAQUAH, Employer.		
TEAMSTERS LOCAL 763, Complainant, vs. ISSAQUAH POLICE SERVICES ASSOCIATION, Respondent.		CASE 19296-U-05-04898 DECISION 9255 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Reid, Petersen, McCarthy & Ballew, L.L.P., by *Todd A. Lyon*, Attorney at Law, for Teamsters Local 763.

Cline & Associates, by *Christopher J. Casillas*, Attorney at Law, for Issaquah Police Services Association.

The City of Issaquah (employer) has an ongoing bargaining relationship with Teamsters Local Union No. 763 (Local 763), covering a bargaining unit of civilian employees in the Issaquah police department. The unit consists of approximately 25 employees and includes the positions of communications specialist, corrections officers, and records specialist. The employer and Local 763 were parties to a collective bargaining agreement that was in effect from January 1, 2002, through December 31, 2004.

The Issaquah Police Services Association (Association) filed a "change of representative" petition with the Public Employment

Relations Commission (Commission) on November 1, 2004, seeking to replace Local 763 as the exclusive bargaining representative of the bargaining unit.[1] On March 18, 2005, Local 763 filed a complaint charging unfair labor practices with the Commission, naming the Association as respondent. This unfair labor practice case blocked further processing of the change of representation petition.

A preliminary ruling was issued on May 17, 2005, finding a cause of action to exist for interference with employees' rights in violation of RCW 41.56.150(1) and inducing the employer to commit an unfair labor practice in violation of RCW 41.56.150(2), by requesting in March 2005 that the employer discontinue recognition of Local 763 as the incumbent exclusive bargaining representative and that the employer cease payroll deductions for union dues for all bargaining unit employees required by the collective bargaining agreement between the employer and Local 763. The Association answered on June 7, 2005. Examiner Dianne E. Ramerman held a hearing, and the parties filed briefs to complete the record on October 4, 2005.

ISSUES

1. Did the Association induce the employer to commit an unfair labor practice in violation of RCW 41.56.150(2)?

2. Did the Association interfere with employees' rights in violation of RCW 41.56.150(1)?

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[1] Notice is taken of PERC case number 18946-E-04-03011 which the Association agrees is a "separate but related matter." *See Kittitas County*, Decision 6444-A (PECB, 1998)(taking notice of representation case in unfair labor practice case).

3. Is Local 763 entitled to the extraordinary remedy of attorney's fees?

The Association induced the employer to commit an unfair labor practice in violation of RCW 41.56.150(2) and interfered with bargaining unit employees' rights in violation of RCW 41.56.150(1) by requesting that the employer discontinue recognition of Local 763 as the exclusive bargaining representative and that the employer cease payroll deductions of union dues for all employees in the affected bargaining unit. The employer would have committed an unfair labor practice had it acquiesced in either of the Association's requests, and the action would have interfered with bargaining unit employees' rights under Chapter 41.56 RCW. The request for attorney's fees is denied. An appropriate remedy is ordered.

I. ISSUE 1: DID THE ASSOCIATION INDUCE THE EMPLOYER TO COMMIT AN UNFAIR LABOR PRACTICE?

During the pendency of the change of representation petition, Local 763 questioned the appropriateness of the inclusion of the corrections officers in the petitioned for bargaining unit under the community of interest standards. Here, the Association defends that such questioning in the representation case amounted to Local 763's "disavowal" of the bargaining unit. It asserts that Local 763 "arguably" no longer represents a valid unit, and if the unit is inappropriate, Local 763 cannot be the incumbent union. Based on this reasoning, the Association sent a letter on March 14, 2005, and a subsequent e-mail on March 16, 2005, to the employer requesting that it cease recognition of Local 763 as the exclusive bargaining representative and discontinue payroll deductions of union dues for all bargaining unit employees.

A. Union "Inducement" of Employer

Chapter 41.56 RCW includes RCW 41.56.150(2) which states that it shall be an unfair labor practice for a bargaining representative to induce a public employer to commit an unfair labor practice. A union may induce an employer to commit *any* unfair labor practice: interference, assistance of union, discrimination, or refusal to bargain. To induce an employer to commit an unfair labor practice, a union must be requesting that the employer do something unlawful. *Municipality of Metropolitan Seattle*, Decision 2746-A (PECB, 1989). A union will commit a violation of RCW 41.56.150(2) by merely asking the employer do something unlawful, "even if the employer has the good sense to refuse the request." *Shoreline School District*, Decisions 5560 (PECB, 1996).

The Commission has adopted Chapter 391-45 WAC to regulate the processing of unfair labor practice cases. As with any unfair labor practice case, the burden of proof rests with the complaining party and must be established by a preponderance of the evidence. WAC 391-45-270. The burden to establish affirmative defenses lies with the party asserting the defense. WAC 391-45-270(1)(b); *King County Library System*, Decision 9039 (PECB, 2005).

1. Status of Incumbent Exclusive Bargaining Representative

Chapter 41.56 RCW accords a privileged status to an exclusive bargaining representative. The duty to bargain exists only between an employer and the exclusive bargaining representative of its employees. RCW 41.56.030(4) states:

> "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 filing of a change of representation petition does not change the status of an exclusive bargaining representative. *Renton School District*, Decision 1501-A (PECB, 1982). Indeed, the employer is not required to recognize the petitioning union for any purpose. *Community College District 13,* Decision 8117-B (PSRA, 2005).

When an employee organization files a representation petition, it acquires some status in the employment relationship. The Commission has held that (1) it would have standing to file objections in the event of employer conduct that violated the "laboratory conditions" principles applied in representation cases; and (2) it would have standing to pursue an unfair labor practice complaint based on an interference theory under RCW 41.56.140(1), in the event of a unilateral change on a matter not covered by the existing contract. *Clark County*, Decision 5373-A (PECB, 1996); *Emergency Dispatch Center*, Decision 3255-B (PECB, 1990). However, it does not acquire any bargaining rights under RCW 41.56.030(4). *Clark County*, Decision 5373-A; *Emergency Dispatch Center*, Decision 3255-B.

Furthermore, the expiration of a collective bargaining agreement between an employer and a union does not end the union's status as the exclusive bargaining representative. *Spokane County*, Decision 2377 (PECB, 1986). However, a union loses its exclusive status through a successful change in representation petition. RCW 41.56.070; Chapter 391-25 WAC.

2. Wages, Hours, and Terms and Conditions

a. Employer Must Maintain Status Quo

According to WAC 391-25-140(2), changes of the status quo concerning wages, hours or other terms and conditions of employment of employees in the bargaining unit are prohibited during the period that a petition is pending before the Commission. This rule applies until the date that a representation petition fails or the bargaining unit is certified. *King County Library System*, Decision 9039. Changes made by an employer during the pendency of a representation petition improperly affect the "laboratory conditions" necessary to the free exercise by employees of their right to vote and therefore constitute an unfair labor practice. *Emergency Dispatch Center*, Decision 3255-B (PECB, 1990); *Snohomish County*, Decision 2234 (PECB, 1985); *Mason County*, Decision 1699 (PECB, 1983).

b. One Year Carry Over Provision Extends Contract Terms

The Public Employees' Collective Bargaining Act (PECBA), Chapter 41.56 RCW, contains a one-year carry over provision. RCW 41.56.123(1) states:

> After the termination date of a collective bargaining agreement, *all of the terms and conditions specified in the collective bargaining agreement shall remain in effect* until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. Thereafter, the employer may unilaterally implement according to law.

(emphasis added). The effect of RCW 41.56.123(1) is that, unless specifically agreed otherwise, the terms and conditions of employment specified in an expired agreement remain in effect for one additional year. *Mason General Hospital*, Decision 7203 (PECB, 2000). Thus, it would be an unfair labor practice to change any of the terms and conditions specified in the collective bargaining agreement during the "123 year."

c. Dues Deduction

RCW 41.56.110 makes dues deductions a statutory right of the incumbent exclusive bargaining representative, without regard to whether there is a collective bargaining agreement in effect. *Spokane County*, Decision 4882-A (PECB, 1995). RCW 41.56.110 states:

> Upon the written authorization of any public employee within the bargaining unit and after the certification or recognition of such bargaining representative, the public employer shall deduct from the pay of such public employee the monthly amount of dues as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative.

An employer's withdrawal of "checkoff" for the unit can be justified only by a decertification of the incumbent exclusive bargaining representative or a lawful withdrawal of recognition by the employer - otherwise the employer commits an unfair labor practice. *Wellpinit School District 49*, Decision 3625-A (PECB, 1991).

3. The Commission Intervenes to Resolve Bargaining Representative Disputes and Determines Appropriate Bargaining Units

RCW 41.56.050 requires submission of a question concerning representation to the Commission any time there is a dispute. *City of Vancouver*, Decision 8032-A (PECB, 2003). The statute is as follows:

> RCW 41.56.050 DISAGREEMENT IN SELECTION OF BARGAINING REPRESENTATIVE — INTERVENTION BY COMMISSION. In the event that a public employer and public employees are in disagreement as to the selection of a bargaining representative the commission shall be invited to intervene as is provided in RCW 41.56.060 through 41.56.090.

Under RCW 41.56.060, the determination of appropriate bargaining units is a function delegated by the legislature to the Commission. RCW 41.56.060(1) states:

> The commission, after hearing upon reasonable notice, shall decide in each application for certification as an exclusive bargaining representative, the unit appropriate for the purpose of collective bargaining. In determining, modifying, or combining the bargaining unit, the commission shall consider the duties, skills, and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees.

Unions and employers may agree on units, but their agreements do not guarantee that the unit agreed upon is, or will continue to be, appropriate as such agreements between parties to a bargaining relationship are not binding upon the Commission. *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, 29 Wn. App. 599 (1981), *review denied*, 96 Wn.2d 1004 (1981).

B. The Association Induced the Employer

Here, in requesting that the employer cease recognition of Local 763 as the exclusive bargaining representative and dues deductions for all employees in the bargaining unit, the Association was acting as though it was already certified as the exclusive bargaining representative, which it was not. Although the Association, as the petitioning union in the change of representation petition, obtained limited rights in the employment relationship, it did not acquire any bargaining rights under Chapter 41.56 RCW. The Association's filing of a change of representation petition and the expiration of the collective bargaining agreement did not affect Local 763's status as the bargaining unit's

exclusive bargaining representative. Local 763 was (and continues to be) the exclusive bargaining representative of the affected employees, and the employer's cessation of recognition would have been an unfair labor practice.

The employer and Local 763 have had a bargaining relationship since at least 1987. The most recent collective bargaining agreement, in effect from January 1, 2002, through December 31, 2004, covers the bargaining unit at issue. Article II, Section 2.1 of that agreement contains a recognition clause wherein the employer recognizes Local 763 as the exclusive bargaining representative of all employees in the bargaining unit. The collective bargaining agreement also contains a section on payroll deductions as follows:

> 2.3 PAYROLL DEDUCTION - The Employer shall deduct from the pay of all employees covered by this Agreement, the dues and fees of the Union and shall remit to said Union all such deductions monthly. Where laws require written authorization by the employee, the same shall be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

There was no evidence that the parties to the agreement agreed to waive the carry over provisions of RCW 41.56.123.

The employer must maintain the status quo with regard to wages, hours or other terms and conditions of employment during the pendency of a representation petition. Under the statutory one year carryover provision, the recognition and payroll deduction clauses were "terms and conditions" specified in the collective bargaining agreement that needed to remain in effect in March 2005. Under state collective bargaining law, dues deductions is a statutory right of Local 763 as the exclusive bargaining representative, regardless of whether there is a collective bargaining agreement in effect. Thus, as there has been no decertification of

Local 763 or lawful withdrawal of recognition by the employer, it would have been an unfair labor practice for the employer to cease recognition of and dues deductions for Local 763 as the Association requested. That the employer had the good sense not to commit the unfair labor practices is not a defense for the Association.

In the context of this case, the Commission (and not the Association) has authority to intervene to resolve the disagreement in the selection of a bargaining representative and determine the appropriate unit. No evidence was presented that the employer and Local 763 had come to any voluntary agreement regarding the composition of the unit. During the pendency of the representation petition, Local 763 questioned the appropriateness of the inclusion of the corrections officers in the bargaining unit. Such questioning brought the appropriateness issue before the Commission for determination. Indeed, the investigation statement in the representation case stated that the case would be assigned to a hearing officer for determination of unresolved issues. Here, the Commission has not yet made a determination as to the appropriateness of the petitioned for unit or resolved the disagreement over the bargaining representative through its representation case procedures. Again, had the employer, at the Association's request, ceased to recognize Local 763 as the exclusive bargaining representative or ceased dues deductions for all bargaining unit employees that would have been an unfair labor practice. For all these reasons, the Association committed an inducement unfair labor practice under RCW 41.56.150(2).

The Association defends that its actions were justified because Local 763 disavowed the unit it represented. During the pendency of a representation petition, a labor organization may disavow or disclaim its right to represent a unit of employees. *Kent School District*, Decision 127 (PECB, 1976). However, such a disclaimer

should be clear, unequivocal and made in good faith, and the disclaiming labor organization ought not engage in actions inconsistent with such a disclaimer. *Kent School District*, Decision 127. Here, Local 763 did not disavow or disclaim representation of the bargaining unit. It did not make any unequivocal statement (in fact it claimed the opposite), and it continued to represent the unit in the representation petition and subsequently in this case.

The Association also defends that it was simply supporting earlier attempts by several bargaining unit employees to have their payroll deductions cease.[2] However, the Association was not, prior to certification, in a position to act on behalf of bargaining unit employees individually or as a unit.

II. ISSUE 2: DID THE ASSOCIATION INTERFERE WITH EMPLOYEES' RIGHTS?

A. "Interference" with Employees' Rights

The PECBA prohibits employee organizations from interfering with, restraining or coercing employees in the exercise of their collective bargaining rights:

> RCW 41.56.040. RIGHT OF EMPLOYEES TO ORGANIZE AND DESIGNATE REPRESENTATIVES WITHOUT INTERFERENCE. No public employer, or other person, shall *directly or indirectly*, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees *in the free exercise of their right to organize*

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[2] At hearing, documentary evidence was admitted that two bargaining unit employees (and testimony was given that several bargaining unit employees) out of approximately 25 contacted the employer to request that their payroll deductions in support of Local 763 cease.

> *and designate representatives of their own choosing* for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.

(emphasis added). Enforcement of these statutory rights is through the unfair labor practice provisions of the statute. RCW 41.56.150(1) states that it shall be an unfair labor practice for a bargaining representative to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter.

Both unions and employers can commit interference violations, although complaints involving employer conduct occur with more frequency. *City of Port Townsend*, Decision 6433-B (PECB, 2000). The legal determination is similar and is relatively simple: Interference is based not upon the reaction of the particular employee involved, but rather on whether a typical employee in similar circumstances reasonably could perceive the conduct as a threat of reprisal or force or promise of benefit related to the pursuit of rights protected by the chapter. *Community College District 19 (Columbia Basin)*, Decision 9210 (PSRA, 2006); *King County*, Decision 6994-B (PECB, 2002); *Brinnon School District,* Decision 7210-A (PECB, 2001); *City of Port Townsend*, Decision 6433-A (PECB, 1999) and Decision 6433-B (PECB, 2000). Intent or motivation is not a factor or defense. *King County*, Decision 6994-B. Nor is it necessary to show that the employees involved were actually interfered with or restrained for an interference charge to prevail. *King County*, Decision 6994-B. Although claims of unlawful interference with the exercise of rights protected by Chapter 41.56 RCW must be established by a preponderance of the evidence, the burden of proof WAC 391-45-270 imposes upon the complainant is not substantial. *City of Pasco*, Decision 9181 (PECB, 2005).

B. The Association Interfered with Employees' Rights

In this case, bargaining unit employees exercised their rights under RCW 41.56.040 and designated Local 763 as the representative of their choosing for the purpose of collective bargaining. The Association's letter dated March 14, 2005, states in relevant part that:

> On behalf of the Association, I am requesting that the City of Issaquah immediately desist in making deductions for union dues to the Teamsters Local 763 from members of the Police Support bargaining unit. The City's continued recognition of the Teamsters, including the enforcement of the dues deduction provision would be an unfair labor practice. The ongoing deductions unlawfully support a competing labor organization within the confines of this representation petition process.
>
> . . . I expect that the deductions for dues to the Teamsters will cease immediately.

The e-mail dated March 16, 2005, states in relevant part that:

> [I]f the City is not obligated to make these deductions, its decision to continue to do so would likely be viewed by PERC as an unlawful support of a competing labor organization, as the City is assisting in the collection of dues for the Teamsters, while not obligated to do so. That is an unfair labor practice. Additionally, if employees do not want these deductions to be made and they are not obligated to do so by any contractual terms future deductions would be a violation of the wage withholding statutes, opening the City up to liability on that issue from the individual members.[3]

Thus, a reasonable employee could perceive that the Association's letter and e-mail constituted a "threat" of litigation or "force"

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[3] The Commission does not enforce the wage withholding statutes.

through litigation that if acted upon would have interfered with bargaining unit employees' selection of their exclusive bargaining representative, and support for that representative via dues deductions. The overall purpose and tone of the letter and e-mail was persuasive or coercive and not substantially factual or informational, and if acted upon, would have imposed on bargaining unit employees' exercise of rights under the statute. *See City of Seattle*, Decision 3566-A (PECB, 1991). The correspondence was legally incorrect and misstated Washington state collective bargaining laws. *See City of Seattle*, Decision 3566-A.

The critical consideration is that the threat or force could be reasonably perceived as directed at the exercise of a protected activity. *See City of Seattle*, Decision 3566-A. Although the letter and e-mail were directed at the employer (and therefore indirectly at the employees), the employees' right to choose their own representative and support it through dues deductions was the right that would have been affected had the employer acted. Intent is not a factor or defense. The statute covers both direct and indirect interference. Therefore, the Association attempted by threat or force to interfere with the established bargaining relationship between the employer and Local 763 prior to a determination by the Commission and an election by employees in the representation case, and thereby interfered with bargaining unit employees' rights guaranteed under RCW 41.56.040 in violation of RCW 41.56.150(1).

III. ISSUE 3: IS THE EXTRAORDINARY REMEDY OF ATTORNEY'S FEES APPROPRIATE IN THIS CASE?

Local 763 argues that attorney's fees should be awarded because the Association's legal defenses for the impetus behind its March 2005

correspondences were incorrect and because the Association drafted its e-mail to the employer after it learned from Representation Coordinator Sally Iverson what the Commission's position was on dues deductions.

The Commission uses the "extraordinary" remedy of attorney's fees sparingly. *City of Anacortes*, Decision 6863-B (PECB, 2001). The precedent for awarding attorneys fees in unfair labor practice cases is found in *State ex. rel. WFSE v. Board of Trustees*, 93 Wn.2d 60 (1980). In that case, the authority to award attorney's fees was inferred from RCW 41.56.160, which provides the Commission with the power to issue appropriate remedial orders in unfair labor practice cases. Accordingly, awards including attorney's fees have been limited. First, attorney's fee awards should not be "automatic, but should be reserved for cases in which a defense to the unfair labor practice charge can be characterized as frivolous or meritless. *State v. Board of Trustees*, 93 Wash.2d 60; *City of Anacortes*, Decision 6863-B, *citing Streater v. White*, 26 Wn. App. 430 (1980). Second, Commission orders awarding attorney fees usually have been based on a repetitive pattern of illegal conduct or on egregious or willful bad acts by the respondent. *City of Anacortes*, Decision 6863-B (other citations omitted).

Here, the Association's misunderstanding of legal tests and analyses does not amount to a meritless or frivolous defense; no repetitive pattern of illegal conduct or egregious or willful bad acts by the respondent has been shown. Informal advice from agency staff is not binding, and in some cases where advice has been given, it has been erroneous. *City of Tukwila*, Decision 2434-A (PECB, 1987). Thus, this is not the type of case in which the extraordinary remedy of attorney's fees is awarded.

FINDINGS OF FACT

1. The City of Issaquah is a public employer within the meaning of RCW 41.56.030(1).

2. Teamsters Local 763 is a bargaining representative within the meaning of RCW 41.56.030(3).

3. The Issaquah Police Services Association is a bargaining representative within the meaning of RCW 41.56.030(3).

4. Teamsters Local 763 represents the bargaining unit of civilian employees in the Issaquah police department.

5. The bargaining unit identified in paragraph 4 of these findings of fact consists of approximately 25 employees and includes the positions of communications specialist, corrections officers, and records specialist.

6. At the time of the controversy in this matter, the City of Issaquah and Teamsters Local 763 were parties to a collective bargaining agreement that covered the bargaining unit identified in paragraph 4 of these findings of fact and that was in effect from January 1, 2002, through December 31, 2004.

7. The collective bargaining agreement identified in paragraph 6 of these findings of fact contained a payroll deduction clause wherein the City of Issaquah was to deduct union dues from the pay of all employees in the bargaining unit identified in paragraph 4 of these findings of fact.

8. The collective bargaining agreement identified in paragraph 6 of these findings of fact contained a recognition clause that recognized Teamsters Local 763 as the exclusive bargaining representative of all employees in the bargaining unit identified in paragraph 4 of these findings of fact.

9. The Issaquah Police Services Association filed a change of representation petition with the Public Employment Relations Commission on or about November 1, 2004, seeking to replace Teamsters Local 763 as the exclusive bargaining representative of the bargaining unit identified in paragraph 4 of these findings of fact. During the pendency of the representation petition, Teamsters Local 763 questioned the appropriateness of the inclusion of the corrections officers in the at issue bargaining unit. Such questioning brought the appropriateness issue before the Commission for determination. The Commission has not yet made a determination as to the appropriateness of the petitioned for unit or resolved the disagreement over the bargaining representative through its representation case procedures. Further processing of the change of representation petition was blocked by the instant unfair labor practice case.

10. At all times relevant to the instant unfair labor practice case, Teamsters Local 763 was the exclusive bargaining representative of the bargaining unit identified in paragraph 4 of these findings of fact. Teamsters Local 763 did not disavow or disclaim the bargaining unit identified in paragraph 4 of these findings of fact.

11. In March of 2005, the Issaquah Police Services Association sent a letter and an e-mail to the City of Issaquah requesting that the City of Issaquah discontinue recognition of Teamsters

Local 763 as the incumbent exclusive bargaining representative for the bargaining unit identified in paragraph 4 of these findings of fact, and requesting that the City of Issaquah cease payroll deductions for union dues on behalf of Teamsters Local 763 for all of the employees in the bargaining unit identified in paragraph 4 of these findings of fact.

12. No evidence was presented that the City of Issaquah and the Teamsters Local 763 agreed to waive the carry over provisions of RCW 41.56.123.

13. A reasonable employee could perceive that the Association's letter and e-mail described in paragraph 11 of these findings of fact constituted a "threat" of litigation or "force" through litigation that if acted upon would have interfered with bargaining unit employees' selection of their exclusive bargaining representative, and support for that representative via dues deductions. The overall purpose and tone of the letter and e-mail described in paragraph 11 of these findings of fact was persuasive or coercive and not substantially factual or informational, and if acted upon, would have imposed on bargaining unit employees' exercise of rights under the statute. The letter and e-mail described in paragraph 11 of these findings of fact was legally incorrect and misstated Washington state collective bargaining law.

14. The Issaquah Police Services Association's March 2005 correspondence as described in paragraph 11 of these findings of fact, requested that the City of Issaquah engage in actions that would have been unfair labor practices under the collective bargaining laws in the sate of Washington, and thereby induced the City of Issaquah to engage in an unfair labor practice.

15. The Issaquah Police Services Association's March 2005 correspondence as described in paragraph 11 and 13 of these findings of fact, interfered with bargaining unit employees' rights under Chapter 41.56 RCW including a threat of litigation and force through litigation if the City of Issaquah did not do as it requested.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction and statutory authority in this matter pursuant to Chapter 41.56 RCW.

2. By its actions, as described in paragraphs 11 and 14 of the above findings of fact, the Issaquah Police Services Association induced the City of Issaquah to commit an unfair labor practice in violation of RCW 41.56.150(2).

3. By its actions, as described in paragraphs 11, 13 and 15 of these findings of fact, the Issaquah Police Services Association interfered with bargaining unit employees' rights in violation of RCW 41.56.150(1).

ORDER

The Issaquah Police Services Association, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Interfering with employees' rights in violation of RCW 41.56.150(1);

b. Inducing the City of Issaquah to commit unfair labor practices in violation of RCW 41.56.150(2); and

c. In any other manner interfering with, restraining or coercing bargaining unit employees in the exercise of their collective bargaining rights under 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. Post copies of the notice attached to this order 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.

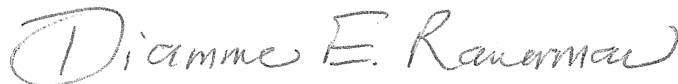
b. Mail a copy of the notice attached to this order to all bargaining unit members' place of residence. These notices shall be duly signed by an authorized representative of the respondent.

c. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this order.

d. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this order.

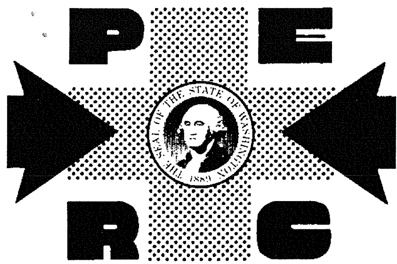
ISSUED at Olympia, Washington, this 6th day of March, 2006.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



Dianne E. Ramerman, 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.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY induced the City of Issaquah to commit an unfair labor practice by requesting that it discontinue recognition of Teamsters Local 763 as the incumbent exclusive bargaining representative of the bargaining unit of civilian employees in the City of Issaquah police department in violation of RCW 41.56.150(2).

WE UNLAWFULLY induced the City of Issaquah to commit an unfair labor practice by requesting that it cease payroll deductions on behalf of Teamsters Local 763 for all of the employees in the bargaining unit of civilian employees in the City of Issaquah police department in violation of RCW 41.56.150(2).

WE UNLAWFULLY interfered with the rights of bargaining unit employees by requesting that the City of Issaquah discontinue recognition of Teamsters Local 763 as the incumbent exclusive bargaining representative of the bargaining unit of civilian employees in the City of Issaquah police department in violation of RCW 41.56.150(1).

WE UNLAWFULLY interfered with the rights of bargaining unit employees by requesting that the City of Issaquah cease payroll deductions on behalf of Teamsters Local 763 for all of the employees in the bargaining unit of civilian employees in the City of Issaquah police department in violation of RCW 41.56.150(1).

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL NOT interfere with employee rights in violation of RCW 41.56.150(1).

WE WILL NOT induce the City of Issaquah to commit an unfair labor practice in violation of RCW 41.56.150(2).

WE WILL NOT, in any other manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their collective bargaining rights under the laws of the state of Washington.

DATED: ________________ BY: ______________________________

Authorized Representative

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

This notice must remain posted for 60 consecutive days, and must not be altered or covered by any other material. Questions about this notice or compliance with the Commission's order may be directed to the Public Employment Relations Commission (PERC), 112 Henry Street NE, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300. The full decision will be published on PERC's web site, www.perc.wa.gov.