

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS, FOOD PROCESSING	)	
EMPLOYEES, PUBLIC EMPLOYEES	)	CASE NO. 5689-U-85-1045
WAREHOUSEMEN AND HELPERS UNION	)	
LOCAL NO. 760,	)	
	)	DECISION 2233 - PECB
Complainant,	)	
	)	
vs.	)	
	)	FINDINGS OF FACT,
GRANT COUNTY,	)	CONCLUSIONS OF LAW
	)	AND ORDER
Respondent.	)	
	)	
	)	

Hafer, Price, Rinehart and Schwerin, by John Burns, Attorney at Law, appeared on behalf of the complainant.

Paul Klase, Grant County Prosecuting Attorney, by Bruce L. Lemon, Deputy Prosecuting Attorney, appeared on behalf of the respondent.

On February 19, 1985, Teamsters Union Local 760 (complainant) filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that Grant County (respondent) had violated RCW 41.56.140(4) by its failure to process a grievance pursuant to the terms of the collective bargaining agreement between the parties. A hearing was conducted at Ephrata, Washington, on April 10, 1985, before William A. Lang, Examiner. The parties submitted post-hearing briefs.

BACKGROUND

In August of 1984, Grant County recognized Teamsters Union Local 760 as the exclusive bargaining representative of certain

employees of the Grant County District Court.<sup>1</sup> The union and the county entered into collective bargaining on a contract covering the district court employees as part of a previously existing bargaining unit of county employees represented by the union. The contract negotiations were completed on October 22, 1984. A written collective bargaining agreement was signed for the employer by Bill Frederickson and Jim Weitzel, members of the board of county commissioners, and for the union by Ray Dietz, secretary- treasurer.

On January 10, 1985, Roberta Norris, a district court clerical employee within the scope of the August, 1984, voluntary recognition agreement, was terminated from employment by the district court judges. She challenged the action by filing a grievance under the collective bargaining agreement, contending that the judges who ordered her termination had violated the terms of the agreement. A meeting on the grievance set for January 30, 1985 was scheduled to involve the union, the county commissioners, the district court judges and the grievant. That meeting was cancelled, however, because the judges refused to attend. The district court judges claimed that the provisions of the contract relating to personnel matters did not apply to district court employees.

## DISCUSSION

### Subject Matter Jurisdiction

The complainant contends that the district court judges committed an unfair labor practice when they refused to process the Norris

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<sup>1</sup> Voluntary recognition was extended following an informal card-check conducted by a member of the staff of the Public Employment Relations Commission.

grievance under the collective bargaining agreement. The Public Employment Relations Commission has previously declined to assert its unfair labor practice jurisdiction as to disputes concerning enforcement of the agreement to arbitrate grievances. See: Thurston County Communications Board, Decision 103 (PECB, 1976). Although the conduct most closely proximate to the unfair labor practice complaint in the instant case is a refusal to process a contract grievance, that conduct is seen as being merely indicative of a more pervasive refusal on the part of the respondent to bargain with the complainant as exclusive bargaining representative of the district court employees with respect to the full scope of collective bargaining specified in the statute.

The respondent does not deny its refusal to arbitrate, or even its broader withdrawal of its recognition of the complainant as exclusive bargaining representative of the district court employees with respect to non-wage matters. The defenses asserted by the respondent raise two issues going to the employer's duty to bargain under RCW 41.56.140(4). The first is whether employees of the district court are subject to the jurisdiction of the Public Employment Relations Commission (PERC) with respect to non-wage conditions of employment. The second is whether the judges authorized the board of county commissioners to negotiate non-wage conditions of employment in the collective bargaining agreement. The respondent concedes the applicability of Chapter 41.56 RCW, and the jurisdiction of the Public Employment Relations Commission, with respect to bargaining of wages and wage-related matters for the district court employees.

#### Jurisdiction over the Employer and Employees

The respondent argues under the authority of Zylstra v. Piva, 85 Wn.2d 743 (1975), that the district court employees are state

employees exempt from the application of RCW 41.56.020 with respect to non-wage matters. The Supreme Court held in Zylstra that employees of the juvenile facility operated by the Superior Court of Pierce County had dual status. The rationale of the court embraces the fundamental precept that the Legislature and the counties do not create superior courts. Because the superior court was created by the constitution of the State of Washington, its employees were considered to be state employees (and were therefore not subject to RCW 41.56.020) for purposes of employment matters subject to the control of the superior court. Because the wages and wage-related conditions of employment of the same employees were subject to control of Pierce County, the Zylstra court held that they were county employees and entitled to bargain with Pierce County under Chapter 41.56 RCW as to the matters within the control of the county.

In the instant case, the respondent attempts to extend the holding of Zylstra by the claim that district court employees are also part of the state judicial system under Article IV, Section 1 of the state constitution, which authorizes "such inferior courts as the Legislature may provide". Citing Municipal Court v. Beighle, 28 Wn.2d 753 (1981), aff'd 96 Wn.2d 753 (1981) and Spokane v. J-R Distributors, Inc., 90 Wn.2d 722 (1978) as authority, respondent urges that as a court created by statute under the constitution, the district court is a constitutional court. From that premise, the respondent reasons that the district court employees are, in effect, state employees. On close examination, however, the cited cases fail to support the specific point urged.

In Beighle, the Supreme Court considered an action in quo warranto, challenging the removal and replacement of a city magistrate by the municipal court judge who appointed him. The

parties stipulated in Beighle that the magistrate was a "judicial officer".<sup>2</sup> The court ruled that since neither the Legislature nor the municipal court had established procedures for the removal of the "judicial officer", his removal was subject to the limitations set forth under Article V, Section 3 of the state constitution. That section requires that all officers not subject to impeachment can only be removed for misconduct or malfeasance in office.

In the Spokane case, the Supreme Court invalidated a city's action to abate a "moral nuisance" under an ordinance relating to the sale of obscene publications. The ordinance attempted to prescribe rules of evidence and procedures for a superior court. The Supreme Court noted that the city had no authority to prescribe rules for superior courts, as the uniform administration of justice was a matter of state, rather than local, concern. It followed that a city could not establish rules for a superior court. The holding should have come as no surprise. Legislative control of superior courts was the issue before the Supreme Court in Blanchard v. Golden Age Brewing Co., 188 Wash. 396 (1936). That case dealt with legislative encroachment (by means of a "little Norris-LaGuardia Act") on a superior court's jurisdiction to issue injunctions in labor disputes. In upholding a court's inherent power to enjoin, the Supreme Court ruled that the legislature may not deprive the constitutionally created superior courts of this state of their power to conduct contempt proceedings for failure to comply with their orders. Decisions involving superior courts are inapposite to establishing the status of the employees in the case at hand.

The respondent's interpretations of the decisions in the Beighle and Spokane cases go substantially beyond the actual holdings,

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<sup>2</sup> We have no such stipulation in the instant case.

and do not support a conclusion that district court employees are state employees. The supreme court noted in Zylstra that, while the juvenile court was "legislatively created and not per se a constitutional court", its employees were employees of the superior court which had administrative control. This distinction based on rights of control is the crux of the matter, and is controlling. The district court is not constitutionally created. It was established by a statute (Title 3 RCW). The fact that the court is legislatively created makes the question of whether its employees are subject to RCW 41.56.030(2) a matter of statutory conflict. Both statutes must be construed so that effect is given both. City of Tacoma v. Cavanaugh, 45 Wn.2d 500 (1954). If a statute is capable of two interpretations, it should be given the construction which furthers its object rather than one which hinders it. J. Sutherland Statutory Construction, P. 47.04 (3rd Ed. 1943). See also: State v. Lee, 62 Wn.2d 228, 382 P.2d 491 (1963).

The respondents also urge the constitutional doctrine of separation of powers, under which courts have inherent rights to administer their affairs. The respondent cites Massie v. Brown, 9 Wn.App 601 (1973), aff'd on other ground 84 Wn.2d 490 (1974), where it was held that the doctrine of separation of powers precluded control of municipal court employees by a city civil service system. There are problems with petitioner's argument. The court expressed no opinion in Massie as to the validity of RCW 3.45.140, which expressly makes municipal court employees city employees and places them under the civil service system of the city in which the court exists. Chapter 41.56 RCW creates employment rights. Respondent's contentions concerning separation of powers would, in effect, deny the rights conferred by Chapter 41.56 RCW to employees of a department of government solely because the legislature chose an administrative mechanism

for the enforcement of those rights. The examiner does not find the relationship between Public Employment Relations Commission and the district court to be anomalous, as the respondents suggest. The immunity of the judicial branch from legislative control is not absolute. The district courts are not beyond the authority of the legislative body which created them, established the scope of their jurisdiction, prescribes their sessions, prescribes their records, prescribes (and limits) their rule-making authority, and could abolish them entirely. See, generally, Title 3 RCW. Even members of the supreme court and superior court benches are limited to the salaries and benefits set forth for them by the Legislature. Title 51 RCW, dealing with industrial insurance, both limits the common law jurisdiction of the courts and covers court employees. The district court employees are also subject to state unemployment compensation laws. Benefits to employees under such statutes can be subject to determination by an executive agency, the orders of which are appealable to courts.

More fundamentally, the Public Employment Relations Commission acts, as now, in a quasi-judicial capacity. It is, therefore, misleading to characterize the Commission as an arm of the executive branch in a separation of powers argument. Following exhaustion of available administrative appeals, parties have a right to appeal the decisions of the Commission to the superior courts and appellate courts under the Administrative Procedures Act, Chapter 34.04 RCW. But there is no circumstance by which the quasi-judicial actions of the agency could come under scrutiny in a district court. The Examiner is thus unpersuaded by respondent's contention that Chapter 41.56 RCW creates a nexus between the respondent and the Public Employment Relations Commission which violates the separation of powers doctrine or constitutes an excessive incursion by the legislature into

judicial affairs. The permissible range of legislative regulation of courts is one which does not unduly burden its inherent powers. The separation of powers doctrine was never intended to compartmentalize the courts from other branches of government. See: Golden Age Brewing Co., supra.

Turning to statutory arguments, the respondent observes that the statute establishing a civil service system for state employees specifically excludes "employees of inferior courts" (RCW 41.06.070). Thus, the respondent argues, they must, by implication, have initially been thought to be state employees. The argument ignores other reasons for their exclusion. The fundamental purpose of Chapter 41.06 RCW was to establish a civil service system. The entire judicial branch and the entire legislative branch were excluded from that civil service system. Other examples can be found, such as the separate "judicial" and "public employee" retirement systems, and the special provisions within the "public employee" retirement system concerning credit for legislative service, where the legislature has done something different for one branch of government than was done for one or both of the other branches, although nothing requires separate treatment. The legislature is also free to adopt uniform standards and procedures cutting across all three branches, as has been done in the previously cited industrial insurance and unemployment compensation provisions. The Examiner is unwilling to infer from the negative reference cited that the opposite is true.

The respondent points out that the statutes relating to county government (RCW 36.16.030) fail to enumerate district court judges as elected officers of the county. Thus, respondent reasons, they must be considered to be state officials since the legislature intended the omission. Unlike the situations of



superior courts, some of which have multi-county jurisdiction set forth in Chapter 2.08 RCW, separate district courts are established in each of the 39 counties of the state. RCW 3.34.010. District court judges have been treated in the past as "other elected officials" of the counties. Pierce County, Decision 1039 (PECB, 1980). See also: Cowlitz County, Decision 564-A (PECB, 1979), where a district court employee was held to be an employee under RCW 41.56.030(2).

Although references to "Justice Courts" and "Justices of the Peace" are found in Chapters 3.30 and 3.34 RCW dating back to Chapter 299, Laws of 1961, it appears that the terminology was changed uniformly to "district court" by the Court Improvement Act of 1984, Chapter 258, Laws of 1984. Chapter 41.56 RCW was first enacted in 1967, and substantial relevant amendments were enacted in 1969 and 1975. The legislature must have been aware of what we now call the district courts when it enacted Chapter 41.56 RCW. In order to make both statutes compatible, it must be concluded that the legislature intended to include the district court employees under Chapter 41.56 RCW. Otherwise, it would have exempted them.<sup>3</sup> Nothing in the statute creating

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<sup>3</sup> The first biennial report submitted to the 42d Session of the Washington State Legislature by the Public Employees Collective Bargaining Committee in 1971 states, at page 11:

It was the intent of the 1967 legislature to promulgate an act regulating the labor relations of all local government units of the state, except those expressly named and exempted in Section 2 (codified as RCW 41.56.020).

Section 2 does not expressly exempt district courts.

See also: Roza Irrigation District, 80 Wn.2d 633, 497 P.2d 166 (1972) which held at page 638 the legislature did not intend to include state employees but rather employees at the local level.

the district courts expressly exempts them from the application of Chapter 41.56 RCW or makes it less consistent with the simultaneous operation of the Public Employees Collective Bargaining Act than with other statutes that give other elected officials (such as sheriffs) the right to hire employees and set their conditions of employment. The latter are admittedly covered by the terms of the Public Employees Collective Bargaining Act. Hiring and setting conditions of employment is an administrative function, rather than a judicial responsibility. The collective bargaining statute does not preclude the employer from setting conditions, but rather only requires good faith bargaining concerning the setting of conditions if the employees have chosen to organize. The collective bargaining statute does not compel either concessions or an agreement. The issue, then, is not whether limits are placed but whether such limits unduly burden or interfere with the judicial function. The examiner holds it does not.

Moving further within the realm of collective bargaining law and practice, it is noted that the respondent's arguments that the district court employees are state employees in non-wage matters constitutes a collateral attack on the voluntary recognition granted to the union under the Public Employees Collective Bargaining Act, Chapter 41.56 RCW. Collateral attacks on certifications issued by the Public Employment Relations Commission following representation elections are not allowed under the guise of unfair labor practices. See: Lewis County v. PERC, 31 Wn.App 853 (1982); cert. denied, 97 Wn.2d 1034 (1982). There was no certification in this situation because there was no dispute concerning representation and, therefore, no need to call under RCW 41.56.050 for the intervention of the Commission. The evidence discloses that the district court judges failed to object to the placement of the court employees under the general

contract covering employees of other elected officials of the county until long after the bargaining relationship had been established and had matured under a negotiated agreement.

From the analysis of both the statutory scheme and the legislative history of RCW 41.56 it is concluded that it applies fully to district courts, so that district court employees are entitled to bargain collectively subject to RCW 41.56. Those bargaining relationships are subject to the jurisdiction of the Public Employment Relations Commission.

#### The Agency Defense

These parties have previously been before the Commission on an issue concerning the authority of the employer's agents at the bargaining table. In Grant County, Decision 1638 (PECB, 1983), the sheriff had agreed to give two employees who were above the contract wage schedule the same pay increase to be received by others who were on the schedule. The commissioners' negotiator was not aware of this oral agreement, nor had the commissioners authorized the sheriff to make it. The union knew, or should have known, that the sheriff was not the employer's spokesperson on economic issues. The Public Employment Relations Commission ruled that the sheriff, although an elected official of the county, could not bind the employer by his oral side agreement on wages when the official had no apparent authority and the commissioners had not authorized the elected official to represent them. Here, we are asked by the same parties to examine the other side of the question: Can the commissioners' representations bind an elected official (the district court judge) who now claims he did not authorize the commissioners to act on his behalf on non-wage matters?

The union argues that the board of commissioners had actual or apparent authority to negotiate a collective bargaining agreement covering the district court employees. The union contends that the judges' failure to object creates an estoppel which prevents them from repudiating the contract.

The employer denies any acquiescence to or agency relationship between the district court judges and the board of commissioners on non-wage matters. Respondent asserts that the district court judges authorized the commissioners to negotiate on wages and wage related benefits. Respondent admits that if the judges granted authority, the commissioners could also negotiate a contract on non-wage personnel matters. The respondent also admits that, under Lewis County v. PERC, 31 Wn.App. 853 (1982), cert. denied, 97 Wn.2d 1034 (1982), such negotiations (for the judges and other elected officials) could be done by consultation and single representation by the commissioners. The question therefore becomes whether the county commissioners had apparent or actual authority to represent and bind the district court judges.

Generally speaking, a person is not responsible for the act of another who assumes to represent him, unless the principal has conferred upon the agent the power which he purports to possess. There is no presumption of agency. To create actual authority, the principal communicates with the agent. Where the principal "holds out" to third persons that an agent has the authority to act even though he does not, the agent has apparent authority. Apparent authority differs from actual authority in that the principal communicates to the third person the impression of authority in the agent. Seavey, Law of Agency, West Publishing Co., Chapter 1, Definitions at P. 11.

In the facts at issue, there was not any direct communication between the district court judges (who are arguably the principals as to non-wage conditions of employment of the district court employees) and the third party (the union). The union has not shown any overt actions of the judges on which the union has relied. In the absence of direct communication or representations on which reliance was made, the Examiner must conclude that any grant of apparent authority to the commissioners would have to be inferred from the conduct of the employer and its various representatives.

It is uncontroverted that the county board of commissioners had previously adopted a comprehensive system of personnel policies affecting all the employees including those of the district court. That policy enunciated procedures for the handling of grievances relating to unfair working conditions and unjust application of discipline, as well as equal employment opportunity discrimination complaints. The policy expressly excepted conflicts with labor agreements.

The record shows that the employees of both the district court and the extension office sought to be represented in contract negotiations which were already in progress. While the representation case procedures of Chapter 41.56 RCW and Chapter 391-25 WAC were not invoked, the voluntary recognition was based on an impartially conducted card check, and so is not subject to challenge, as in City of Mukilteo, Decision 1571-B (PECB, 1983).

While the district court judges claim that they were not directly informed that the union had been determined through a card-check to represent the employees, the evidence substantiates they had known prior to the Norris grievance that their employees were represented by the union. The judges were aware that their

employees voted twice on whether the contract should contain a union security provision requiring their employees to join the union as a condition of employment. The judges received a memo regarding those elections, which listed district court employees among those eligible to vote. The judges even permitted the district court employees to vote during business hours. The judges testified that they understood the nature and full implications of a union security provision as it limits their authority to hire and fire employees. The claim of lack of knowledge must be, and is, rejected.

When the focus is turned to the bargaining itself, there is a conflict in testimony among the employer's officials. The county commissioners testified that they represented all elected officials, including the district court judges, in the negotiations with the union, keeping their colleagues in county management informed by memo and by discussion when the issues arose which were unique to employees of a particular department (such as uniform allowances for deputy sheriffs). On the other hand, Judge Warring testified as to his recall of a conversation with Chairman Weitzel in which he told Weitzel he could only negotiate wage and benefits. Weitzel emphatically denies this limitation or any discussion relating to it. This contradicts the judges' claim that the first time they were aware of the collective bargaining contract applying to their employees on personnel matters was when the grievance was filed in January. While the judges had no direct contact with the union up to that point in time, there is evidence that the judges furnished a file to Weitzel prior to the grievance meeting and discussed it with the commissioners prior to taking the position that the collective bargaining contract did not cover court employees on personnel matters. Even when this conflict in testimony is taken into consideration, it is clear from the evidence that the commis-

sioners believed they had the actual authority to act on non-wage matters. They had previously been clothed with the authority to adopt comprehensive personnel policies which covered the district court. When the court employees sought union representation, the commissioners assumed to include them under the contract along with the employees of other elected officials. Although there is evidence that the commissioners communicated bargaining progress to the judges in written form, there is no evidence that the judges ever put their objections (or their alleged limitation on the commissioners' bargaining authority) into written form. Such communications could have occurred at several different times or levels. For example, the judges could have documented the alleged conversation between Warring and Weitzel. The judges could have objected to the union security election, or at least taken action to clarify the matter. When notified in writing that the negotiations were concluded and the contract ratified by the commissioners, the judges could have made any objections known. It was inconsistent with their present position for the judges to be so informed and yet to take no steps to repudiate the negotiations or contract until a grievance actually arose. Accordingly, it is concluded that the authority of the county commissioners to continue to act on personnel matters was never limited or revoked. The record fully supports the complainant's contention that the commissioners had the authority to negotiate a collective bargaining agreement covering the district court employees on all matters within the scope of bargaining set forth in the statute.

Viewed from the union's perspective, there was no reason for it to doubt the authority of the county's negotiators. No elected official other than Commissioner Weitzel participated in the actual contract negotiations. The employer's principal spokesman was E. W. Fogelquist, a labor relations consultant. The commis-

sioners represented to the union that they had the authority to bargain, without reserving issues or authority as to any employees. All of these things would lead the union to a reasonable conclusion that Fogelquist and Weitzel were authorized to bargain on the full scope of subjects prescribed by the statute with respect to all of the employees in the bargaining unit.

As a political subdivision of the State of Washington, Grant County, as an entity, has a bargaining obligation under Chapter 41.56 RCW. Under RCW 41.56.150(1), the county has complete authority to choose its representatives for collective bargaining. The county could have chosen to negotiate through a single representative or through multiple representatives. The burden was on the county commissioners, the other elected officials and any other management officials of the county to consult with each other as to concerns over employee working conditions and to formulate the collective opinion of county management which was to be communicated to the employees' exclusive bargaining representative at the bargaining table. Lewis County, supra. Based on the conclusion reached above that the district court employees are public employees entitled to the full scope of collective bargaining under Chapter 41.56 RCW, adoption of the employer's arguments on the agency issue would lead to a conclusion that the employer violated RCW 41.56.140(4) by failing to send negotiators to the bargaining table with authority to negotiate on behalf of the employer and by misleading the union as to the authority of its negotiators.

Finally, the respondent challenges the validity of the contract because the employees of the district court are not listed in it, citing State Ex. Rel. Bain v. Clallam County Commissioner, 77 Wn.2d 542 (1970). Bain held that a collective bargaining



agreement is not binding under Chapter 41.56 RCW until reduced to writing and executed. The respondent thus argues that the contract is unenforceable against the court. The evidence establishes that the parties inadvertently omitted mention of the employees of the court and extension office from the recognition clause. The respondent admits it has a bargaining obligation at least as to wages and wage-related matters, so it would be an anomaly to void that relationship because the contract also contained non-wage personnel matters. The contract has been reduced to writing and ratified with the full knowledge of the respondent's officials, including the district court judges. The contract is capable of reformation to properly reflect those employees it was intended to cover. The Public Employment Relations Commission does not enforce contracts, but does enforce the duty to sign a conforming contract as part of the duty to bargain. Olympic Memorial Hospital, Decision 1587 (PECB, 1983).

#### FINDINGS OF FACT

1. Grant County is a "public employer" within the meaning of RCW 41.56.030(1).
2. The District Court for Grant County is a political subdivision of Grant County and is a "public employer" within the meaning of RCW 41.56.030(1).
3. Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers Local Union 760 is a "bargaining representative" within the meaning of RCW 41.56.030(3). The union represents certain employees employed in the district court as part of a larger bargaining unit of employees of Grant County.

4. The union and county were parties to a collective bargaining agreement which was negotiated in 1984 and signed October 22, 1984. This agreement was intended to cover certain employees including court employees, for a two-year period January 1, 1984 to December 31, 1986.
5. The contract was negotiated by the county commissioners on behalf of the elected officials, including district court judges under a continuing grant of authority to set personnel policies.
6. The district court judges were aware of this prior grant of authority, of union security votes which would limit their authority, and of the fact that district court employees had chosen to be represented by the Teamsters while the negotiations on replacement contract were in progress.
7. The judges were informed that negotiations on a replacement contract were in progress in 1984 and were completed in October by memorandum and discussion with the commissioners.

#### CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.
2. By events described in the above findings of fact 4 through 7, the district court judges authorized collective bargaining on their behalf by the county board of commissioners.
3. The employees of the district court are subject to the collective bargaining agreement signed October 22, 1984 for 1985 and 1986.

ORDER

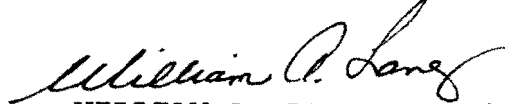
Upon the basis of the above findings of fact and conclusions of law, and pursuant to RCW 41.56.160, it is ordered that the district court judges shall immediately:

1. Cease and desist from refusing to honor the collective bargaining contract as it affects non-wage conditions of employment of district court employees.
2. Take the following action to remedy the unfair labor practices:
  - a. Process the grievance of Roberta Norris.
  - b. Recognize and, upon request, bargain with Teamsters Local 760 as exclusive bargaining representative of district court employees with respect to all wages, hours and working conditions.
  - 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 A". Such notices shall, after being duly signed by an authorized representative of the district court be and remain posted for sixty (60) days. Reasonable steps shall be taken by the district court to ensure that said notices are not removed, altered, defaced, or covered by other material.
  - d. Notify the Executive Director of the Public Employment Relations Commission, in writing, within thirty (30) 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 preceding paragraph.

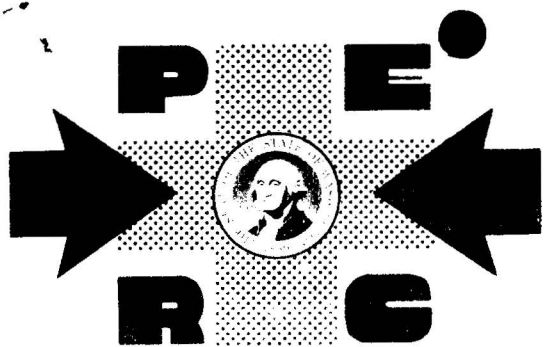
DATED at Olympia, Washington, this 12th day of March, 1986.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



WILLIAM A. LANG, Examiner

This Order may be appealed  
by filing a petition for review  
with the Commission pursuant  
to WAC 391-45-350.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

APPENDIX A

# NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF RCW 41.56, WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT refuse to process grievances of district court employees under the collective bargaining agreement with the Teamsters, Food Processing Employees, Public Employees, Warehousemen and Helpers Union, Local 760 or otherwise refuse to bargain collectively with that organization concerning the wages, hours, and working conditions of district court employees.

WE WILL process the grievance of Roberta Norris under said agreement.

DISTRICT COURT OF GRANT COUNTY

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

DATED: \_\_\_\_\_

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced or covered by other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone (206) 753-3444.