Yakima County, Decisions 6594-A and 6595-A (PECB, 1999)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

YAKIMA COUNTY LAW ENFORCEMENT OFFICERS' GUILD, Complainant,	)	CASE 13732-U-98-3361
	)	DECISION 6594-A - PECB
	)	CASE 13861-U-98-3398
vs.	)	DECISION 6595-A - PECB
YAKIMA COUNTY, Respondent.	)	CONSOLIDATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Talbot, Simpson, Gibson, Davis, by Blaine G. Gibson, Attorney at Law, appeared for the complainant.

Menke, Jackson, Beyer, Elofson, by Anthony F. Menke, Attorney at Law, appeared for the respondent.

On February 20, 1998, the Yakima County Law Enforcement Officers' Guild (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission under Chapter 391-45 WAC, alleging that Yakima County (employer) had committed unfair labor practices in violation of RCW 41.56.140(4). Two separate, but related, theories were advanced:

- Failure to furnish the exclusive bargaining representative with requested information that the union claims is necessary for it to administer the collective bargaining agreement and/or to bargain collectively; and
- Unilateral changes in terms and conditions of employment with respect to policies regarding special assignments.

The second allegation posed a potential for deferral to arbitration, and so was docketed separately. Case 13861-U-98-3398. The cases were consolidated when deferral was found inappropriate.

A hearing was held on October 14, 1998, before Examiner Vincent M. Helm. On December 15, 1998, the employer moved for reopening of the hearing, for the purpose of permitting one of its witnesses to correct his testimony. On February 4, 1999, after receipt of points and authorities from the parties, the Examiner issued an order denying the motion to reopen the record. Yakima County, Decisions 6594 and 6595 (PECB, 1999). The parties then filed briefs.

On the basis of the evidence presented at the hearing, the Examiner holds that:

1. The employer violated the statute in Case 13732-U-98-3361, by failing to furnish relevant bargaining data in a timely fashion; and

2. There was no violation of the statute in Case 13861-U-98-3398, because the union waived its bargaining rights by contract.

BACKGROUND

The parties have had a lengthy collective bargaining relationship covering a bargaining unit of non-supervisory law enforcement officers who are eligible for interest arbitration under RCW 41.56.430 et seq.

Development of Policies & Procedures on Special Assignments

Distinctions Between Patrol and Special Assignments -
Historically, the normal work hours of a deputy sheriff assigned to patrol duties were five days of eight hours each, on any of three daily shifts. The rotation routinely included work on Saturdays and Sundays.

The employer has developed certain special assignments including, inter alia, "DARE Officer", "ORV Deputy", "Detective (General Crimes)", "Detective (Narcotics)", "Chinook Pass Deputy", "White Pass Deputy" and "Naches Deputy". In the past, those special assignments were particularly attractive because they afforded an opportunity to primarily work on the day shift, with weekends off, and with flexibility regarding starting and ending times of shifts. Additional distinctive elements of special assignments are opportunities for unique training, diversification of work assignments, overtime opportunities, out-of-state travel, and enhanced promotional potential.

Certain special assignments, such as "Detective (Narcotics)", clearly require specialized training. To a lesser degree, the same is true with respect to "Detective (General crimes)". Outside of patrol officers assigned to traffic deputies, those on special assignment receive more training than patrol officers as a whole. Documentary evidence submitted with respect to training hours confirms that employees holding special assignments did, on average, receive more training hours than employees assigned to patrol.[1]

It also appears from the documentary evidence that some (but certainly not by all) of the employees holding special assignments receive greater overtime pay than patrol deputies who do not have special assignments.

The special assignments provide opportunities for more varied work experiences than patrol duties. While experience as a detective is

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[1] This data is skewed by the fact many employees in special assignments also have other duties which require additional training (such as work on dive teams, search and rescue or emergency management), and by the fact that many officers do not avail themselves of available opportunities for training.

not a stated prerequisite for promotion to the sergeant rank, it appears that the last six employees promoted to sergeant (after being evaluated as the number one candidate by the civil service commission), each had prior experience as a detective.

Detectives, particularly, have the opportunity for travel outside the jurisdiction in conjunction with investigations and transport of suspects.

Codification of Policies -

Prior to August 1996, unwritten policies and procedures were developed with respect to appointment of employees to special operations assignments. The sheriff issued written policies and procedures in August 1996, as part of an accreditation process of the Washington Association of Sheriffs and Police Chiefs. Included in the 1996 manual was Policy 15, which set forth the criteria for assigning deputies to various assignments, and which described the job duties for various special assignments. It is undisputed that the 1996 codification of Policy 15 did not change existing practices regarding the criteria for receiving special assignments or regarding their duration:

- The period of initial assignment to each of the various special assignments then in existence was set forth in the 1996 policy manual as three years.
- With respect to eligibility for appointment to a special assignment, the policy set forth in the 1996 policy manual was that receipt of a subsequent three year special assignment was prohibited until the individual spent a year in a patrol position.

Although not included in the 1996 policy manual, another unchanged policy was to restrict voluntary extensions of special assignments to one year, where no one desired an appointment to the expiring special assignment.

Employer's Perception of Need to Revise Policy 15 -
In 1997, Sheriff Doug Blair became concerned about the policies on special assignments. This arose out of two considerations:

1. The training and experience required to become proficient in certain special assignments, such as "Detective (Narcotics)".

2. Increased difficulty in filling some of the special assignments, after patrol deputies began working on weekly schedules of four ten-hour shifts. Illustrative of the latter concern was the repeated refusal of Deputy Paul Williams to accept a special assignment as "Chinook Pass Deputy", because the employer would not change the work week for that assignment from five eight-hour shifts to four ten-hour shifts per week.[2]

The employer's concerns were exacerbated by the fact that four special assignments were coming open, and the employer had received indications that nobody would apply for them. In the employer's judgment, it was expending unnecessary time and effort in filling special assignment positions under existing criteria.

Discussions Regarding Changes in Policy -
During a meeting on September 18, 1997, the sheriff and the union president discussed the sheriff's desire to extend the duration of some of the special assignments.

In a September 22, 1997 memorandum, the union confirmed the matters discussed on September 18, and indicated that its president and executive board had no objection to the sheriff increasing the duration of special assignments from three years to a duration of four to five years for the detective, DARE officer and pass deputy jobs. That memo specifically noted that such a change would have no impact upon requirements to qualify for special assignments.

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[2] This individual is identified as the president of the union.

Revisions to Duration of Special Assignments -
On October 10, 1997, the sheriff sent a memorandum to all deputies, indicating that the duration of special assignments as detective would be increased from three years to four to five years.

In a memorandum issued to all personnel on October 14, 1997, the sheriff indicated that the duration of special assignments as DARE officer would be increased from three years to four to five years. According to the sheriff, this assignment had been inadvertently omitted from the October 10, 1997 memorandum.

Changes to Policy Regarding Re-Appointments -
Apart from the agreed changes to the duration of special assignments, the sheriff made changes that were not discussed with the union president on September 18:

1. The October 10, 1997 memorandum modified Policy 15 with regard to the policy concerning extensions of special assignments (when no one else applied for that position) and the policy concerning reappointments for a full term, effectively eliminating the one-year limit on extensions.[3]

2. On October 28, 1997, the sheriff further modified Policy 15 to provide that anyone might apply for a special assignment, but that preference would be given to those not currently holding a special assignment position. This eliminated the requirement for one year in patrol between special assignments.

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[3] Without the knowledge of the union, the sheriff had implemented this change of policy in December of 1996, with respect to the reassignment of Deputy Chuck Wilson to Chinook Pass Deputy. When no one requested the Chinook Pass assignment effective January 1, 1997, Wilson agreed to continue in the special assignment on condition that it be for a three-year rather than one-year period.

In a labor-management meeting held under the parties' contract on October 27, the sheriff furnished the union with an advance copy of the October 28, 1997 memorandum. In the same meeting, the sheriff advised the union that Deputy Chuck Wilson had been reappointed in December of 1996 for a full term as Chinook Pass deputy.

Other Discussions on Special Assignments

Both the sheriff and the union president testified that the union was given notice of the October 14 and October 27 memorandums, prior to their issuance.

Both the sheriff and the union president testified that the union did not agree to any changes in Policy 15, other than the extension of the duration of initial assignment for some of the positions.

Request for Bargaining and Responses Thereto

On November 3, 1997, the union advised the sheriff of its claim that the memoranda of October 10, October 14, and October 28, 1997 each constituted changes in working conditions, and the union made a written demand for bargaining on those changes.

By memorandum to the union dated November 14, 1997, the sheriff advised that he was refusing to negotiate the changes of policy as requested in the union's November 3 letter. The sheriff cited Article 4 of the parties' collective bargaining agreement, titled "Management Rights", and particularly subsections A through D of that article.

Williams testified, without contradiction, that the sheriff agreed during a meeting held on December 2, 1997, that the changes to Policy 15 did change working conditions, by limiting opportunities

for promotion to sergeant.[4] However, in a letter to the union dated December 29, 1997, the sheriff again asserted that changes to Policy 15 did not constitute changes in working conditions requiring bargaining with the union.

Request For Bargaining Data

In a November 17, 1997 memorandum to the sheriff, the union president renewed a request for a copy of the letter re-appointing Chuck Wilson as Chinook Pass deputy and any other documentation regarding the sheriff's agreement with Wilson as to the length of his assignment to Chinook Pass. This request for information had first been made at the labor-management meeting held on October 27, 1997, and it was reiterated in a January 14, 1998 memorandum from the union president to the sheriff.

The union president testified he never received the requested documentation. At the hearing herein, the employer produced a memorandum written by the sheriff to the union under date of February 9, 1998, in which reference was made to the memo concerning Wilson's reappointment. The sheriff testified that he gave his secretary the February 9 memo and a copy of the earlier memorandum to Wilson, and that she was to mail them to the union.

POSITIONS OF THE PARTIES

The union maintains that policies relating to special assignments are mandatory subjects of bargaining, because the opportunity to obtain special assignments can affect the wages, hours, and working conditions of bargaining unit employees. It particularly argues

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[4] This was related to the observation that experience as a detective appeared to be an informal prerequisite for promotion to sergeant.

that those on special assignments have enhanced overtime opportunities, work experience diversification, training potential, and promotional opportunities. The union also cites the greater flexibility in setting hours of work while on special assignments. From the premise that the special assignments are a mandatory subject, the union argues that the various changes in policy governing special assignments initiated in 1997 adversely affected employee wages, hours, and working conditions, by reducing the potential opportunities for employees to enter into special assignments. The union specifically points to elimination of the requirement of a year in patrol between special assignments and elimination of the one-year limit on extensions of special assignments. Since the employer admits it did not negotiate those changes with the union, the union contends those policy alterations should be rescinded and the employer should be ordered to bargain collectively over any proposed changes. With respect to its information request, the union maintains that the information it sought was relevant and necessary in order to carry out its responsibilities to administer the labor agreement or to bargain collectively with respect to matters affecting wages, hours, or terms or conditions of employment.

The employer contends the complained-of changes were a rational response to difficulties which had developed with respect to special assignments. The employer acknowledges that it did not bargain the changes with the union, although it notes it is undisputed that the union was, in each instance, advised of the change prior to its implementation. The employer defends on two waiver theories: First, the employer relies on the terms of the parties' collective bargaining agreement to support its contention that the union has waived the right to bargain with respect to the changes initiated by the employer; second, the employer contends the union waived any right to bargain the complained-of changes by its conduct. With respect to the alleged failure to furnish information, the employer relies upon the testimony of the sheriff

that the written material requested by the union was given to a secretary for her to mail to the union.

DISCUSSION

Special Assignments as a Mandatory Subject for Bargaining

The subjects of bargaining are traditionally divided into "mandatory", "permissive", and "illegal" categories. No precise delineations can be articulated for distinguishing between those categories, and the Commission applies a balancing test to determine whether a particular subject or proposal is a mandatory subject of bargaining. City of Brier, Decision 5089-A (PECB, 1995). In essence, this requires an examination as to whether the matter at issue is one which is at the core of entrepreneurial control of the operation (and therefore a "permissive" subject) or directly affects terms and conditions of employment with a limited impact upon the ability of the employer to meet its managerial objectives (and therefore a mandatory subject of bargaining). Seattle School District, Decision 5733-B (EDUC, 1998); Washington Public Power Supply System, Decision 6058-A (PECB, 1998).

In this case, the changes at issue involve a mandatory subject of bargaining. Special assignments affect bargaining unit employees in a number of ways: The opportunity to diversify work experience is inextricably tied to special assignments; opportunities for promotion to sergeant appear to de facto require prior experience in a special assignment as a detective. While it is impossible to quantify, with any degree of precision, the difference in hours of training and overtime available to those in special assignments versus those in regular patrol assignments, documentary evidence and testimony of witnesses called by both parties show that, for at least some special assignments, training and overtime opportunities are presented above and beyond that provided most deputies on

regular patrol. The evidence also supports the union's claim that employees in special assignments have greater flexibility in work hours and days off than is provided those on regular patrol duties. While the variations may have an uneven level of appeal to the bargaining unit as a whole, they nonetheless can have a significant impact on the terms and conditions of employment of those employees having or desiring special assignments.

The changes in eligibility for special assignments (i.e., both the elimination of the requirement for one year in patrol between special assignments, and the elimination of the one-year limit on extensions of special assignments) had a potential for a substantial impact on the bargaining unit as a whole, by limiting the circulation of special assignments among bargaining unit employees. On the other hand, the perceived entrepreneurial concerns that the changes were intended to address were speculative, at best. Realistically, the changes only had a potential to obviate the inconvenience attendant upon repeated failures of employees to seek special assignments. The only demonstrated problem was the opening for a Chinook Pass deputy, which was resolved in 1996 for the period through December 1999 by reappointing an individual for a three-year period.[5] On balance, the complained-of changes are mandatory subjects of bargaining.

Waiver of the Duty to Bargain

It is clear from both the documentary evidence and the testimony that the employer did not negotiate the complained-of changes with the union prior to their implementation. The remaining issues concern whether the union waived its right to bargain with respect

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[5] While this reappointment was in contravention of the policy then in existence, it occurred substantially before the earliest date for which this complaint can be considered timely under RCW 41.56.160.

to those changes. The party urging a waiver bears the burden of proof. City of Yakima, Decision 3564-A (PECB, 1992). A union may waive its bargaining rights through terms of a collective bargaining agreement or by its conduct. Washington Public Power Supply, supra. The employer has claimed waivers of both of those types in this case.

Waiver by Conduct -

Stringent requirements are maintained where a party contends that a waiver by inaction has occurred. Under such a theory, the union must have been informed of contemplated changes in advance of their implementation, and must have voiced no objection within a reasonable period for requesting bargaining.

In this case, the facts simply do not support the employer's contention that the union failed to request bargaining in timely fashion, and thereby waived any right to negotiate with respect to the changes giving rise to the complaint. While it is true that the employer advised the union in advance of each contemplated change, the timing of those notices did not provide a reasonable opportunity for negotiation prior to implementation of the changes. Indeed, the notice of the October 18, 1998 policy change was furnished the union the preceding day, during the course of a labor-management meeting. The union nevertheless requested negotiations, on November 3, 1998, concerning the October changes in Policy 15. On November 14, 1998, the employer unequivocally refused, in writing, to negotiate on the matter. Clearly, no waiver by conduct can be predicated on this set of facts. Lake Washington Technical College, Decision 4721-A (PECB, 1995).

Relevant Contract Provisions -

The collective bargaining agreement in effect between the parties for the period from January 1, 1996 through December 31, 1998, had been executed on December 24, 1996. The following portions of that

collective bargaining agreement must be considered in determining the "waiver by contract" defense in this case:

> **ARTICLE 4-MANAGEMENT RIGHTS**
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> 4.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. All matters not expressly covered by the language of this Agreement or by state law, shall be administered for the duration of this Agreement by the Employer as the Employer from time-to-time may determine. Affairs of the Employer concerning such prerogative includes, but is not limited to, the following matters:
>
> A. **The right to establish lawful work rules and procedures.**
>
> B. **The right to schedule work** and overtime work, and the methods and processes by which said work is to be performed in a manner most advantageous to the Employer and consistent with the requirements of the public interest.
>
> C. **The right** to determine the size and composition of the work force and **to assign employees to work locations and shifts.**
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> . . .
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> **ARTICLE 5 - MANUAL OF RULES AND PROCEDURES**
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> 5.1 The Sheriff agrees to furnish each employee of the bargaining unit with a copy of written rules, orders, regulations and procedures and provide them with a copy of this Agreement.
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> . . .
>
> 5.3 Employees shall comply with all rules not in conflict with the expressed terms of this Agreement; provided that the rules be in writing and reasonable notice be given of the existence of said rules and that the rules are uniformly applied and enforced.
>
> 5.4 Changes or updates to rules, regulations or orders shall be provided in writing. Employees shall be required to sign or

> initial for same to acknowledge receipt. A reasonable time will be given to allow employees to review and absorb major or significant changes.
>
> [Emphasis by **bold** supplied.]

To find a waiver by contract, there must be strong evidence of a meeting of the minds and mutual assent to relinquishing the right to bargain. Chelan County, Decision 5469-A (PECB, 1996).

In this case, the employer's waiver by contract defense is supported by the evidence. The Management Rights provision of the parties' contract provides, inter alia, that the employer has the right "... to establish lawful work rules and procedures", and Article 5 of that contract deals specifically with the manual of rules and procedures. The unilateral change allegations are predicated upon changes by the employer to parts of those rules and procedures. The reference in the contract to this matter and the enumeration of the manner in which changes in the manual are to be publicized make it clear that the parties, in negotiating the contract, were aware of the existence of the manual and contemplated that the employer might make revisions and modifications thereto subject only to the limitations set forth in the collective bargaining agreement. Therefore, the union has waived its right to bargain upon the changes at issue herein by contract, and any complaints concerning the manner of adopting and implementing changes must be pursued through the grievance and arbitration procedure of the parties' contract rather than by way of an unfair labor practice complaint.

Failure to Furnish Necessary Bargaining Data

Although the employer had no obligation to negotiate modifications to its policy concerning special assignments, it nonetheless had (and has) an ongoing duty to provide the exclusive bargaining representative, upon request, with relevant data concerning the

application of the policy in specific situations. In order to police the parties' collective bargaining agreement, the union was entitled to the information it requested concerning the re-appointment of Deputy Wilson to the special assignment as Chinook Pass deputy. Aberdeen School District, Decision 3063 (PECB, 1988).

The union's witness denied receipt of the requested information. The employer defended that the requested data was furnished to the union, but the evidence it presented with respect to preparation of the information falls short of sustaining that defense. The testimony that the materials were given to a secretary does not establish that the secretary actually mailed it to the union. Things do get lost in the mail, but the employer is not entitled to a presumption or inference of such a breakdown, in the absence of some supporting direct or circumstantial evidence that the sheriff's instructions were carried out. The introduction of the material at the hearing in this matter was the first objective manifestation of delivery, but such an offering made months after the request falls far short of meeting the employer's statutory obligation.[6]

FINDINGS OF FACT

1. Yakima County is a political subdivision of the state of Washington, and is "public employer" within the meaning of Chapter 41.56 RCW.

2. Yakima County Law Enforcement Officers' Guild, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative for an appropriate

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[6] Because the union now has received the requested information, the remedial order in this case omits any requirement that it now be provided.

bargaining unit of commissioned law enforcement officers employed by Yakima County.

3. During the period relevant to these proceedings, a collective bargaining agreement in effect between the parties reserved the right of the employer to adopt and to modify work rules and procedures, and a manual of rules and procedures incorporating such work rules and procedures.

4. During and after 1996, the policies and procedures manual included a provision dealing with special assignments, including the designation of special assignment positions, the length of such assignments, and eligibility for placement in a special assignment.

5. Depending in part upon the nature of the assignment, employees in special assignments have opportunities to diversify work experience and training; overtime opportunities, and flexibility in work hours and days off which are different from those applicable to bargaining unit employees in general patrol assignments. The evidence also supports a finding that special assignments correlate with enhanced promotional opportunities for bargaining unit employees.

6. In October 1997, the employer made three significant changes in the criteria for special assignments: A requirement for working in patrol for at least one year between special assignments was eliminated; a one-year limit on extensions of special assignments (where no one requested the assignment) was eliminated, and the duration of certain special assignments was extended from three years to four or five years.

7. Although the changes described in paragraph six of these Findings of Fact were initiated by the employer to reduce its burdens relating to repeatedly opening special assignments

where there was little or no interest in applying for them, the changes had the overall potential to reduce the circulation of special assignments among bargaining unit employees.

8. At various times in advance of each of the changes described in paragraph six of these Findings of Fact, the employer advised the union of the contemplated changes.

9. The union agreed to the change of duration of special assignments from three years to four or five years.

10. Except as described in paragraph nine of these Findings of Fact, the period of time between the announcement of the change and the implementation thereof was insufficient to provide opportunity for meaningful collective bargaining thereon preceding the implementation of the change.

11. On November 3, 1997, the employer rejected a specific request by the union for bargaining, predicated on the contract provisions referenced in paragraph three of these Findings of Fact.

12. On October 27, 1997, upon being advised by the employer of a deviation from policy with respect to the assignment of Deputy Wilson as Chinook Pass deputy in 1996, the union requested all documentation concerning that assignment.

13. In correspondence of November 17, 1997 and January 14, 1998, this information request was renewed.

14. The employer has failed to establish that a secretary ever carried out instructions to send the union the requested information described in paragraphs 11 and 13 of these Findings of Fact.

15. The union received no response to the requests for information described in paragraphs 11 and 13 of these Findings of Fact until it was furnished the requested information at the hearing held in these proceedings.

CONCLUSIONS OF LAW

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

2. The changes in special assignment criteria described in paragraph six of the forgoing Findings of Fact were, under the circumstances described in paragraph five of the foregoing findings of fact, mandatory subjects of collective bargaining under RCW 41.56.030(4).

3. Except as to the matter described in paragraph nine of the foregoing Findings of Fact, the employer has failed to sustain its burden of proof to establish that the union, by its conduct, waived its right under RCW 41.56.030(4) to bargain the changes in special assignment policy described in paragraph six of the foregoing findings of fact.

4. By the terms of the collective bargaining agreement in effect between the parties when the changes were made, the union waived its right under RCW 41.56.030(4) to bargain the changes in special assignment policy described in paragraph six of the foregoing Findings of Fact, so that the employer has not committed an unfair labor practice under RCW 41.56.140(4) with respect to the implementation of those changes.

5. By its failure to respond, in a timely manner, to the request for information advanced and repeated by the union as described in paragraphs 12 through 15 of the foregoing Findings

of Fact, the employer committed an unfair labor practice under RCW 41.56.140(4) and (1).

ORDER

1. [Case 13732-U-98-3361; Decision 6594-A - PECB] The complaint charging unfair labor practices is hereby DISMISSED.

2. [Case 13861-U-98-3398; Decision 6595-A - PECB] Upon the basis of the foregoing Findings of Fact and Conclusions of Law, and pursuant to RCW 41.56.160 of the Public Employees Collective Bargaining Act, it is ordered that Yakima County, its officers and agents, shall immediately:

   A. CEASE AND DESIST from:

   1. Failing or refusing to furnish, in a timely manner, information requested by the Yakima County Law Enforcement Officers' Guild concerning the bargaining unit it represents.

   2. In any other manner, interfering with, restraining, or coercing its employees in the exercise of their rights under Chapter 41.56 RCW.

   B. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW.

   1. 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.

2. Read the notice attached hereto and marked "Appendix" aloud at the next public meeting of Yakima County and append a copy thereof to the official minutes of said meeting.

3. Notify the Yakima County Law Enforcement Officers' Guild, 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 Yakima County Law Enforcement Officers' Guild with a signed copy of the notice required by the preceding paragraph.

4. 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 the preceding paragraph.

Issued at Olympia, Washington on the 26th day of May, 1999.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

VINCENT M. HELM, 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 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 NOT fail or refuse to furnish bargaining data in a timely manner, upon request of the YAKIMA COUNTY LAW ENFORCEMENT OFFICERS' GUILD.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their rights under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

WE WILL read this notice into the record of the next public meeting of the City Council, and append a copy thereof to the official minutes of such meeting.

DATED: _____

YAKIMA COUNTY

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.