

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON STATE COUNCIL )  
OF COUNTY AND CITY )  
EMPLOYEES, COUNCIL 2, )  
AFSCME, LOCAL 1553, )

CASE NO. 6349-U-86-1236

Complainant, )

vs. )

SPOKANE COUNTY, )

Respondent. )  
\_\_\_\_\_ )

WASHINGTON STATE COUNCIL )  
OF COUNTY AND CITY )  
EMPLOYEES, COUNCIL 2, )  
AFSCME, LOCAL 1135, )

CASE NOS. 6357-U-86-1239  
6375-U-86-1246

Complainant, )

vs. )

SPOKANE COUNTY, )

Respondent. )  
\_\_\_\_\_ )

DECISION 2793 - PECB

FINDINGS OF FACT,  
CONCLUSIONS OF LAW  
AND ORDER

Pamela G. Bradburn, General Counsel, appeared on behalf of the complainant.

Donald C. Brockett, Prosecuting Attorney, by James Emacio, and Robert B. Binger, Deputy Prosecuting Attorneys, appeared on behalf of the respondent.

On April 10, 1986, the Washington State Council of County and City Employees, Council 2, (WSCCCE)/American Federation of State, County and Municipal Employees (AFSCME), Local

1553, filed a complaint charging unfair labor practices against Spokane County. The complaint alleged that the county circumvented the union and refused to engage in good faith collective bargaining when it dealt directly with the members of a bargaining unit of courthouse employees. (Case No. 6349-U-86-1236).

On April 14, 1986, the Washington State Council of County and City Employees, Council 2, (WSCCCE)/American Federation of State, County and Municipal Employees (AFSCME), Local 1135, filed a complaint charging unfair labor practices against Spokane County, alleging that the county circumvented the union to deal directly with the members of a road department bargaining unit. (Case No. 6357-U-86-1239).

On May 1, 1986, WSCCCE, Local 1135 filed an additional unfair labor practice complaint against Spokane County, alleging further circumvention of the union in the negotiations of the road department collective bargaining agreement. (Case No. 6357-U-86-1246).

Each complaint alleged that the county had violated RCW 41.56.140(4), (1) and (2). All three complaints were consolidated and were subsequently heard August 27, 1986 in Spokane, Washington, by Examiner Katrina I. Boedecker. The parties filed post-hearing briefs.

## BACKGROUND

The complainant is the exclusive bargaining representative for five units of employees of Spokane County. The present complaints arise from actions which occurred during the bargaining for two of the units, known as "courthouse" and "roads" respectively. The courthouse bargaining unit has approximately 250 members; the roads bargaining unit is composed of approximately 130 members. The collective bargaining agreements for both units were for the period January 1, 1984 through December 31, 1985. The terms of the courthouse collective bargaining agreement established that negotiations for a replacement contract were to begin by

July 1, 1985. The roads collective bargaining agreement called for reopening negotiations no later than September 1, 1985.<sup>1</sup>

In early 1985, there were informal discussions held between the union and the county regarding the possibility of extending the bargaining agreements for 1986 without modification. The discussions did not lead to agreement, and the union formally opened negotiations for both labor agreements in the autumn of 1986.

Negotiations were handled separately for each unit. The development of bargaining positions were joint decisions between staff representatives and bargaining unit committee members. However, WSCCCE had to approve any settlement.

The parties had no set ground rules per se for bargaining. Randy Withrow, WSCCCE staff representative, testified that the practice during these negotiations was to have written proposals either brought to the negotiating table or delivered through the U.S. Mail. The county personnel director, Charles "Skip" Wright's experience in WSCCCE negotiations, was that proposals were discussed orally first, then reduced to writing over the course of several meetings. If the proposal was not acceptable through oral discussion, it would not get written. "Package settlement offers" were exchanged on the basis that a rejection of one item contained in the package would constitute a rejection of the entire package.

Wright testified that, in previous years, Withrow and William Keenan, also a WSCCCE staff representative, had frequently met privately with the management negotiator. However, during these 1986-1987 negotiations, Wright thought that there was reluctance, for some "unexplained reason", on the part of Withrow and Keenan to meet with a management representative away from the negotiation committees. Although there had been fewer such meetings, they were not eliminated altogether.

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<sup>1</sup> Another unit, consisting of jailers and communication employees in the sheriff's department represented by WSCCCE, Local 492, also had a collective bargaining agreement which expired December 31, 1985.

Representatives of both sides testified that negotiations in both units were difficult.<sup>2</sup> An important issue in both units during bargaining was the payment of medical insurance premiums. During 1985, the county's maximum medical insurance premium contribution was set by a formula of the cost of a particular plan less \$27.00, resulting in a figure of \$193.00 to be paid by the county. The union proposed for both units that the county pay any premium increases in 1987 (the automatic escalator clause), so as to continue the employee's contribution at \$27.00. The county's initial response was to propose continuing its \$193.00 payment, which would shift any premium increase to the employees.

#### Courthouse Unit Negotiations

The bargaining team for the courthouse unit consisted of Withrow, serving as WSCCCE staff representative; Chuck Ackerman, the president of the local; Colleen Gilbert; Dottie Thompson; Lane Best; Nadine Cartright; and John Mercer. Occasionally, Keenan sat in on the meetings as an additional WSCCCE staff representative. Ackerman was the only county employee member of the union bargaining team who had previous experience in collective bargaining. Two people sat on the employer's bargaining team: Duane Wilson, a negotiator contracted for by the county and Gary Hunt, personnel analyst for the county. Wright participated on the management team until approximately January, 1986.

From time to time, throughout the negotiations, the employer representative would request to meet with just the union staff representatives, Withrow and Keenan. The union bargaining team was distrustful of such meetings and made it clear to Ackerman that the staff representatives could not attend private meetings without the consent of the committee.

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<sup>2</sup> The parties had taken approximately 12 months to negotiate the 1984-1985 collective bargaining agreement for the road unit. The county was found guilty of an unfair labor practice as a result of those negotiations, due to the unilateral dropping of an insurance plan.

On January 15, 1986, the county offered the courthouse unit a seven item written package proposal. The package incorporated the county's proposals on holidays, wages, medical insurance, dental insurance, sick leave, discrimination and duration. The package read, in part:

\* \* \*

- 3) **Medical Insurance -**  
Agree to Union's proposal, provided that there would be no automatic escalator for 1987. Agree to elimination of Regular Plan.

\* \* \*

- 6) **Handicap Language - Discrimination -**  
Add: "Handicap" (Language to be developed.)

On February 14, 1986, the county made another written offer to the courthouse unit on the seven items:

\* \* \*

2. **MEDICAL INSURANCE -** Maximum County contribution of \$193.00/MO. toward Group Health and Major Medical, elimination of regular plan.

\* \* \*

6. **DISCRIMINATION -** Add "handicap".

The courthouse unit bargaining team had reported to the unit members about the status of negotiations shortly before March, 1986.

On March 10, 1987, union representatives Withrow and Keenan along with the president, vice-president and the secretary-treasurer of Local 492 met with Wright, Hunt and Wilson to

finalize the collective bargaining agreement for employees in the sheriff's department bargaining unit.<sup>3</sup> The medical insurance provision in the sheriff's department contract was negotiated to be that the county would pay the full family premium minus \$27.00 which would be paid by the employee; thus the employer would pay any premium increases. After this meeting, Wilson, Wright, Keenan and Withrow engaged in some brief generalized conversation in the hallway outside Wright's office. The medical provisions in the courthouse and roads collective bargaining agreements were discussed. During that conversation, Withrow believed that the county representatives implied that the county could offer the same settlement for the medical provisions in the other labor agreements if "everything else fell into place". Withrow testified that he asked that if there was a change in any position from the county regarding the medical insurance issue, that the county give him a written proposal which he could take to and discuss with the members of the appropriate bargaining committees. Wilson testified that Withrow raised the issue of parity among the units on the medical insurance. Wilson told Withrow "that he had the issue in his pocket if he wanted it. And if it [the automatic escalator] was going to be a hang-up I would deliver to the second year [1987] of the insurance." Wilson did not recall that Withrow asked for a written proposal on the escalator issue.

At approximately this same time, Withrow phoned Ackerman to tell him that the county wanted to meet privately with the staff representatives. Ackerman specifically instructed Withrow not to meet with the county without the full negotiating committee being present.

On March 14, 1986, the employer sent the courthouse unit another package encompassing the seven items. The county's offer on medical insurance and the discrimination clause was exactly as it had been written in the February 14th proposal. The proposal was delivered by the United States Mail to the union office on March 18, 1986.

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<sup>3</sup> Local 492's contract was settled in early March, 1986, as a result of a meeting between local president Wally Youman and county personnel director Charles "Skip" Wright. The meeting was held and the agreement reached without the knowledge or participation of WSCCCE staff representatives.

Shortly after the employer had developed its March 14th proposal, the employer received "rumors" that the union was going to have informational picketing around certain county buildings. In an attempt to insure that the employees were aware of the current status of the negotiations, the employer distributed a status update document to all courthouse unit members and a separate status update document to all road unit members on March 17, 1986. The document stated the position of both parties, from the employer's point of view, on each of the items at impasse.

STATUS OF CONTRACT NEGOTIATIONS  
COURTHOUSE LOCAL 1553  
MARCH 17, 1987

UNION POSITION

EMPLOYER POSITION

\* \* \*

\* \* \*

Medical Insurance

Medical Insurance

A. Effective January 1 of each year, the maximum monthly contribution by the County shall be the medical Service Corporation Comprehensive Major Medical Plan full family premium minus \$27.00.

A. Agree to Union proposal.

B. During the term of this agreement, the Employer agrees to provide two medical plans: 1.  
Group Health of Spokane 2. Medical Service Corporation Comprehensive  
Major Medical

B. Originally agree to Union proposal provided there be no automatic escalator for 1987. County has informed the Union's representative that the County would be willing to drop the provision regarding no automatic escalator and pay family premium minus \$27.00 (current rate) for 1987 if everything else is resolved.

C. In the event that the premium for the plan selected and the dependents enrolled by any employee is less than the Employer's maximum contribution the difference shall revert to the general fund of the County.

C. The County agrees to Union proposal.

D. The Employer further agrees that the level of coverage provided by Medical Service Corporation shall not be reduced during the term of this agreement unless otherwise specified, even in the event the carrier of said coverage is changed.

D. The County agrees to Union proposal.



\* \* \*

### Discrimination

The union countered the County's proposal by proposing that neither party to the contract could discriminate against employees because of the employee's sexual preference. They rejected the original County proposal but have indicated they will agree to including the word "handicap". They have not officially withdrawn their position relating to "sexual preference."

\* \* \*

### Discrimination

The County originally proposed language adding the phrase "or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification" to the list of issues (age, sex, mental status, etc.) currently in the contract. In other words, the County and Union would apply the provision of the labor contract equally to all employees including the handicapped. Currently, there is no reference to the handicapped in the discrimination clause. The County later amended its position to include only the word "handicapped" in the list.

Withrow was handed copies of the courthouse status report on the evening of March 17th and the morning of March 18th by unit members. On March 17th, members of the bargaining committee called Withrow to ask when the change in the medical proposal had been offered by the county. The next day other unit members telephoned the union office to ask what was the "true" proposal; to ask who had issued the two column comparison document; and to ask why the bargaining committee was not telling the membership what was occurring during bargaining. Employees also expressed confusion about whether the informational picketing should occur as planned. Ackerman was approached throughout the day by employees questioning the status of negotiations, having been confused between the report of their bargaining team vis a vis the document claiming to be the status of negotiations.

#### Roads Unit Negotiations

The bargaining team for the roads department employees consisted of Keenan, Wes Evans (president of the local)<sup>4</sup>, Ed Ellenz (shop steward), Jerry Hester, Tim Wink, Larry Vichnew and Cecil Maine. Withrow would occasionally attend the roads unit bargaining sessions. The county was represented by Wilson, Hunt and Ron Horman.<sup>5</sup> Wright occasionally participated on the management team until January, 1986, when he ended his involvement at the bargaining table.

In the roads unit negotiations, the use of temporary employees, along with the medical insurance coverage, were the major issues to the union. There were four written proposals exchanged:

-- The union's initial proposal of November 14, 1985, which addressed wages and medical, dental, and life insurance;

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<sup>4</sup> Evans had been vice president for the local for one year prior to becoming president in February, 1986.

<sup>5</sup> Horman is unidentified in the record as to his job title with the employer.

- The county's proposal of January 27, 1986, which changed articles on temporary employees, the grievance procedure, holidays, wages and seniority;
- The union's counter-offer of February 13, 1986 which responded to the proposals on temporary employees, the grievance procedure, holidays, seniority, wages and insurance; and
- The county's February 20, 1986, mailed counter-proposal encompassing temporary employees, the grievance procedure, holidays, seniority, wages, insurance and discrimination.

Keenan mailed a report on the negotiations from the union's point of view to all roads unit members on February 2, 1986.

The county distributed a "Status of Negotiations - Road Department" document to road unit members on March 17, 1986. The parties had not met on the road unit between the time the union received the county's February 20th proposal and the time the county issued the "status" document to unit members.

The "status" document listed that the union rejected the county's proposals on holidays and the discrimination clause. Keenan testified that the union bargaining team had agreed orally to the employer's position on holidays and had never responded in writing to the employer's position on discrimination language. Additionally, the status report stated that "after discussion the union and the county had tentatively agreed that a written grievance would be submitted to the employee's supervisor within 20 working days" (reduced from 30 working days in the contract). However, the union's written package proposal which offered this compromise was rejected, in writing, by the county February 13th. Finally, the status report listed the county's position on medical insurance as:

County proposed retaining its existing contribution of \$193/mo for 1986 and 1987. The concern that employee cost could escalate in 1987 was addressed by the County's expectation that premium costs would not increase in 1987. The County has not proposed any change in the level of coverage.

County proposed dropping the Medical Service Regular Plan.

County has expressed its willingness to agree to the existing language in the contract; i.e. full family premium minus \$27.00.

Thus, the status report was silent regarding returning to the full family premium minus \$27.00 if all the other items were settled satisfactorily. The county did not send copies of the comparison sheet to the union.

Keenan testified that the members of the road unit bargaining committee became angry at the distortion of the positions as listed in the status document, and that the committee "took a lot of heat" from the membership. Keenan received phone calls from many members asking why the bargaining team had not been honest in conveying the proposal to the membership.

#### Apple Barrel Meeting

In late March 1986, a road department management employee, Jerry Gemmill, approached Ellenz, and asked that the two of them and Evans meet at the Apple Barrel, a local restaurant, at 9:00 that evening. Gemmill, Evans and Ellenz were personal friends. At the meeting, Gemmill informed the other two participants that Wright had requested Gemmill to find out if Ellenz and Evans would be willing to meet privately with Wright. Gemmill conveyed the message that management felt the employees were not getting the "straight facts" or "the full story" from Withrow and Keenan. Further, Gemmill stated that the Local 492 contract had been settled only after Wright had a private meeting with the president of Local 492. Gemmill stated that neither he nor Wright had any new proposals to give, but that Wright might be able to clarify the county's position on certain proposals. Evans declined to meet privately with Wright.

POSITIONS OF THE PARTIES

The union argues that the status reports, which the county distributed directly to bargaining unit members, listed proposals which had not been made to the union negotiating teams, and thus the county violated the law. The union contends that the county intended the status reports to have an adverse effect on the union's bargaining positions, given the timing of their release and the unusually formal atmosphere of the negotiations. In the road unit, the union asserts that the county falsely enhanced its position on some issues while presenting the union position in a falsely negative light, in order to undermine and demean the union in detriment of good faith negotiations. Finally, on the third complaint, the union contends that the request for a meeting between Wright and local officers had the implication and impact of attempting to exclude the WSCCCE by isolating the bargaining unit's representatives in violation of the law.

The employer contends that the use of the status documents was merely to clarify the county's position on the issues. The employer characterizes any difference between the words used at the bargaining table and the status documents was merely a matter of semantics. The employer dismisses the meeting between Gemmill, Ellenz and Evans as harmless, since no bargaining proposals were exchanged and no negotiating occurred.

DISCUSSIONComplaint of Employer Direct Dealing With  
Members of the Courthouse Unit<sup>6</sup>

The object of the collective bargaining process is communication. A key element to effective communication is insuring that information is exchanged between appropriate representatives of the parties. Generally, an employer commits an unfair labor practice by negotiating directly with bargaining unit employees rather than with the recognized bargaining representative.

... an employer whose employees have organized and designated an exclusive bargaining representative is obligated to bargain with the organization, to the exclusion of all other organizations and also to the exclusion of direct dealings with the employees. RCW 41.56.090 and 41.56.030(4).

Royal School District, Decision 1419-A, (PECB, 1982)

Besides compromising the statutory concept of "exclusive bargaining representative", circumvention by an employer upsets the balance of power present in collective bargaining. An employer is not entitled to obtain an agreement by communicating vital information to people who do not know how to assess the true impact and process it correctly. See: Royal School District, supra; City of Spokane, Decision 1133 (PECB, 1981). In most of the circumvention charges brought to the Commission, the employer is alleged to have by-passed the union representative in order to deal directly with bargaining unit members. Seattle-King County Health Department, Decision 1458 (PECB, 1982); City of Raymond, Decision 2475 (PECB, 1986) and decisions cited therein. In the instant case, there is an intervening event prior to the employer's presentation of its "Status of Contract Negotiations" document to the unit members. The employer in fact had a meeting on March 10th with the union staff representatives. Granted, the meeting had not been formally scheduled. Granted, the meeting was informal, in a

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<sup>6</sup> Case No. 6349-U-86-1236.

hallway after the conclusion of negotiations for another unit. However, to ignore the discussion that took place regarding the medical premium contribution to be made by the county would be to deny the reality of how bargaining can occur.

The union argues that the bargaining during this negotiations period was more formal than previously experienced between the parties. However, there were no ground rules developed to prohibit informal settlement discussions. Nothing was sent to the employer to put it on notice that such discussions would be forbidden. In fact, the union representatives did not walk away from the discussion, but rather participated in it. If a party desires to alter expected collective bargaining patterns, the burden is on that party to clearly communicate the new rules to the other participant. The union representatives, themselves, choose not to share the information with their bargaining teams.<sup>7</sup>

When the employer's statement of the status of negotiations was issued to the unit members, it was a truthful recitation of the employer's and union's positions on the medical and discrimination proposals. No unfair labor practice charge will carry against the employer for its March 17, 1986 communication to its courthouse employees.

Complaint of Employer Direct Dealing With  
Members of the Road Unit<sup>8</sup>

If an employer communicates directly with its employees regarding collective bargaining matters, the proposals presented in the communication must be the same as the employer has offered to the union. Steilacoom School District, Decision 2527 (EDUC, 1986). The concept

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<sup>7</sup> The fact that the union representative did not communicate the employer's position back to the bargaining team is just one consideration in the examination of this charge. The state does not regulate the relationship between union representatives and local members. This consideration in no manner adopts the employer's argument that there exists a "duty to convey bargaining information." In fact, there is no such duty. See Naches Valley School District, Decision 2516 (EDUC, 1987).

<sup>8</sup> Case No. 6357-U-86-1239.

of bargaining in good faith presupposes that the communication -- be it at the bargaining table or repeated to the unit members -- will be truthful.

The record establishes that the county did not negotiate regarding the road department bargaining unit between the time it mailed its February 20th counter-proposal and the time that the county issued the status document to the road unit members. The evidence shows that the information contained in the county's Status of Contract Negotiations document issued to the road department employees March 17, 1986, contained false statements and statements which were shaded in such a manner as to be purposefully misleading to the reader. The county publicized some of the oral positions the parties took and ignored others. The county committed an unfair labor practice by its direct communication to its road department employees of false and misleading information.



Complaint of Supervisor Direct Dealing With  
Employees on the Road Unit Bargaining Team<sup>9</sup>

A late evening meeting at a local restaurant, initiated by a county personnel director through a management employee to personal friends, is not a usual step in the collective bargaining process. Gemmill made it clear, however, that neither he nor Wright had any new proposals to transmit. The fact that both Ellenz and Evans were officials of the local is noteworthy. As local officers, they should not be as easily intimidated as other members of the bargaining unit. In fact, Evans demonstrated that he was not intimidated or coerced by this action when he declined the invitation to meet with Wright. Although the county should not be praised for its judgment in offering such a meeting, the union did not establish that the employer committed an unfair labor practice on these facts.

FINDINGS OF FACT

1. Spokane County, Washington, is a "public employer" within the meaning of RCW 41.56.030(1). At the time in question, it was represented for purposes of collective bargaining negotiations by Duane Wilson, labor consultant. At the beginning of the negotiations, the county personnel director, Charles Wright, attended bargaining sessions. Wright's participation at the bargaining table ceased in January, 1986.
2. The Washington State Council of County and City Employees/ American Federation of State, County and Municipal Employees, Local 1553, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit of courthouse employees of Spokane County. The staff representative is Randy Withrow.

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<sup>9</sup> Case No. 6375-U-86-1246.

3. The Washington State Council of County and City Employees/ American Federation of State, County and Municipal Employees Local 1135, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit of road department employees of Spokane County. The staff representative is William Keenan.
4. Neither Local 1553 nor Local 1135 exchanged written bargaining grounds rules with Spokane County at any time during the negotiations for the 1986-1987 collective bargaining agreements.
5. On March 10, 1986, Wilson, Wright, Keenan and Withrow engaged in some generalized conversation in the hallway outside Wright's office. The medical provisions in the courthouse and roads collective bargaining agreements were discussed. The county representatives stated that the county could offer a settlement for the medical provisions in the labor agreements which would include the employer paying the automatic escalator clause on the county if "everything else fell into place".
6. On March 17, 1986, the county distributed a document to all members of the courthouse bargaining unit which truthfully and accurately stated the positions of both the county and the union bargaining teams, including the communications referred to in paragraph 5 of these findings of fact.
7. On March 17, 1986, the county distributed a document to all members of the road department bargaining unit which did not truthfully or accurately state the positions of both the county and the union bargaining teams.
8. In late March 1986, a road department management employee, Jerry Gemmill, on behalf of Wright, approached the president of Local 1135, Wes Evans, and the shop steward for the local, Ed Ellenz, to ask if they would be willing to meet privately with Wright. Evans declined such a meeting.

CONCLUSION OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to RCW 41.56.
2. The county did not unlawfully circumvent the exclusive bargaining representative by the actions described in finding of fact 6 above.
3. By the actions described in finding of fact 7 above the county circumvented the union to deal directly with the members of a road department bargaining unit in violation of RCW 41.56.140(4), (1) and (2).
4. The complainant has not met its burden of proof to show that the county, by the actions described in finding of fact 8 above, refused to engage in good faith collective bargaining by circumventing the union and dealing directly with the members of the road department bargaining unit.

Based on sworn testimony given at the hearing, the exhibits received into evidence and the record as a whole, it is

ORDERED

I.

The complaint charging unfair labor practices against Spokane County, Case No. 6349-U-86-1236, is dismissed.

II.

The complaint charging unfair labor practices against Spokane County, Case No. 6375-U-86-1246, is dismissed.

## III.

Pursuant to RCW 41.56.160 of the Public Employees Collective Bargaining Act, it is ordered that Spokane County, Washington, its officers, elected officials, and agents, shall immediately take the following actions to remedy the effects of its conduct found unlawful in Case No. 6357-U-86-1239.

## A. Cease and desist from:

1. Refusing to bargain collectively with the Washington State Council of County and City Employees, AFSCME, Local 1135;
2. Controlling, dominating or interfering with collective bargaining representatives by distributing a "Status of Negotiations" document to all bargaining unit members when such document contains false and misleading statements;
3. Interfering with, restraining or coercing its employees in any other manner in the free exercise of their rights guaranteed them by the Act.

## B. Take the following affirmative actions to remedy the unfair labor practices and 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 customarily posted, copies of the notice attached hereto and marked "Appendix". Such notice shall, after being duly signed by an authorized representative of Spokane County, Washington, be and remain posted for sixty (60) days. Reasonable steps shall be taken by Spokane County to ensure that said notices are not removed, altered, defaced, or covered by other material.

2. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (20) 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 proceeding.

DATED at Olympia, Washington, this 23rd day of October, 1987.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

KATRINA I. BOEDECKER, Examiner

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