STATE OF KANSAS

BEFORE THE PUBLIC EMPLOYEE RELATIONS BOARD

ERVICE EMPLOYEES' UNION LOCAL 513,	)	
Complainant,	)	
vs.	)	CASE NO: 75-CAE-8-1987
CITY OF WICHITA, KANSAS,	)	
Respondent.	)	

Comes now on this 19th day of February, 1987, the above captioned case for consideration by the Public Employee Relations Board. The case comes before the Public Employee Relations Board on petition of Art Veach acting in behalf of Service Employees Union Local 513. Specifically the petitioner alleges that certain actions of the employer violate the provisions of K.S.A. 75-4333 (b) (6) and (7). Specifically the union alleges that the city has unilaterally changed the terms and conditions of employment of bargaining unit employees prior to the exhaustion of statutory impasse procedures. Further the union alleges that the above actions were taken prior to the issuance of a final order by the Public Employee Relations Board in two pending prohibited practice charges involving the current contract negotiations between the city and the union.

Mr. Veach also filed a motion asking the Public Employee Relations Board to enjoin the city from making unilateral changes in terms and conditions of employment of bargaining unit members. In addition Mr. Richard Shull, attorney at law, moved during oral argument before the Public Employee Relations Board on February 5, 1987, to amend the pending complaint to allow for damages resulting from the city's actions.

APPEARANCES

Janell Jenkins appeared on behalf of the City of Wichita.

Richard Shull appeared on behalf of Service Employees Union Local 513.

STIPULATIONS OF FACT

1) During the year 1986 the terms and conditions of employment for members of the SEU were governed by a signed, written Memorandum of Agreement with the City of Wichita.

2) By mutual agreement of the parties the Memorandum of Agreement was effective from December 28, 1985, to December 26, 1986.

3) The parties began negotiations regarding the terms and conditions of employment of SEU members for the year 1987 in the Spring of 1986.

4) In the years during which the 1985 and 1986 agreements were negotiated there was a mutual agreement between the Employer and the three employee organizations to meet and confer jointly. The memoranda of agreement reached during those two years were negotiated jointly.

5) On May 21, 1986, the Employer representative informed the employee organizations that it no longer wished to negotiate jointly and that all meet and confer sessions would be held separately. The first meet and confer session between the Employer and the SEU - Local #513 was scheduled for June 9, 1986.

6) On June 9, 1986, the representative of the Employer, Ray Trail, arrived at the agreed location to begin negotiations. SEU representative, including Business Agent, Art Veach, were present. However, also present at the bargaining table was Det. Randy Lawson, Vice-President of FOP - Lodge #5. Mr. Veach introduced Mr. Lawson as a resource person.

7) Mr. Trail objected to the presence of an FOP official at the meet and confer session and asked Mr. Veach to request that Det. Lawson leave. Mr. Veach refused to do so and, in turn, Mr. Trail discontinued the session.

8) On June 13, 1986, and June 20, 1986, the representative of the Employer and representative of the SEU - Local #513 met and conferred regarding the 1987 contract. No representatives of the FOP were present. Mr. Veach advised Mr. Trail that his full committee was not present.

9) That on June 16, 1986 Mr. Veach wrote a letter to Mr. Jerry Powell requesting the assistance of a Federal Mediator in resolving contract negotiations between the City and SEU.

10) On June 20, 1986 Mr. Trail wrote to Mr. Powell stating that the City objected to a Public Employee Relations Board declaration of impasse between the two parties.

11) On June 20, 1986, the SEU filed Case No. 75-CAE-6-1986.

12) On June 27, 1986, a negotiating session was held to discuss the 1987 contract between the City of Wichita and the Service Employees' Union - Local #513 (SEU). The City was represented by Ray Trail and Carol Lakin. The SEU was represented by Art Veach and the entire SEU Committee except for Randy Lawson.

13) On July 1, 1986, Ray Trail met with SEU representatives, Chuck Steven and Bob Jutz. Art Veach was not present. At that session Mr. Trail presented a formal written proposal to the SEU representatives which included the adoption of the Martin Luther King, Jr., holiday. That SEU proffered a letter, however, Mr. Trail stated the SEU might desire to change their letter after reading the letter from Mr. Trail. Chuck Steven then decided not to present the SEU letter to Mr. Trail.

14) On July 8, 1986, Mr. Trail received a written message from Art Veach with a letter dated June 27, 1986 attached thereto. In that message Mr. Veach stated that the attached letter was a copy of the June 27 verbal agreement which Chuck Steven had failed to give to Mr. Trail.

15) On July 1, 1986, the City expressed in writing its willingness to continue to meet and confer with the SEU regarding terms and conditions of employment for 1987.

16) On July 10, 1986, the City again expressed its desire to continue to meet and confer with the SEU regarding the 1987 contract.

17) Subsequent to July 10, 1986, there were no verbal communications between Ray Trail and Art Veach concerning meet and confer sessions for the 1987 contract.

18) On July 15, 1986, the City again expressed its desire to continue to meet and confer with the SEU regarding the 1987 contract.

19) On July 21, 1986, the SEU filed Case No. 75-CAE-2-1987.

20) On August 7, 1986, the City again expressed its desire to continue to meet and confer with the SEU regarding the 1987 contract.

21) Janell Jenkins, counsel for the City, verbally requested Mr. Shull, counsel for the union, to persuade his clients to return to the bargaining table and warned that the City did not intend to negotiate a 1987 contract after expiration of the 1986 contract. Mr. Shull stated that he did not believe that his clients would meet and confer until after a resolution of the pending complaints. Mr. Shull stated that he would pass the message to his clients.

22) In November, 1986, the City negotiator, Ray Trail, contacted Mr. Shull, counsel for SEU, on some unrelated matter. During this conversation, Mr. Trail asked Mr. Shull what his clients intentions might be relative to meeting and conferring on the 1987 contract. Mr. Shull stated that he did not believe his clients were interested in returning to the table before the pending complaints were resolved but that he would visit with Mr. Veach.

23) That subsequent to June 16, 1986, there have been no requests for assistance at impasse or for impasse resolution techniques to be implemented.

24) On December 17, 1986, the City notified the SEU in writing of its intent to proceed without a contract after December 26, 1986, due to the fact that no successor agreement had been negotiated by the parties.

25) That on December 18, 1986, Mr. Veach wrote to Mr. Trail advising him he objected to any unilateral action by the City to end the current agreement before the Public Employee Relations Board ruled on the pending charges and all remedies provided for in the state law had been exhausted.

26) Between July 1, 1986 and December 26, 1986 there were no meet and confer sessions between the City and SEU. No requests, verbal or written, for such sessions were made by SEU during this time period.

27) On December 26, 1986, the 1986 Memorandum of Agreement between the City and the SEU expired. On December 27, 1986, the City implemented, in the absence of any successor agreement, terms and conditions of employment for all employees not governed by a contract, including SEU members.

28) That Mr. Shull was never presented to City representatives as a representative for SEU for meet and confer purposes. Mr. Shull did represent the SEU on the complaints pending before the Board.

29) That final orders in case no. 75-CAE-2-1987 and case no. 75-CAE-6-1986 have now been entered by the Public Employee Relations Board. Case no. 75-CAE-2-1987 was dismissed by the Board and a finding of a violation of statutes by the City was issued in case no. 75-CAE-6-1986.

CONCLUSION OF LAW/ORDER

The Board must first address the union's Motion For Emergency Injunctive Relief. In that motion the union requested the Board to enjoin the city from making unilateral changes in the terms and conditions of employment of bargaining unit members prior to the time the Board ruled in case 75-CAE-2-1987 and 75-CAE-6-1986, and prior to the time the city and the union had fully exhausted impasse resolution techniques as described in K.S.A. 75-4321 et seq.

The Board now denies the above described motion for the following reasons; 1) final orders in cases 75-CAE-2-1987 and 75-CAE-6-1986 have now been issued thus these questions are now moot. 2) the final order of the Board in the instant case shall address the question of law concerning unilateral action by an employer prior to the exhaustion of statutory impasse resolution techniques thus the final order shall fulfill or deny relief as requested within the Motion.

The Board will now address the oral motion, as stated by Mr. Shull, for amendment of the relief section of the pending complaint. The Board notes Respondent City of Wichita's objection to this motion until an opportunity is given to the city to properly study and respond to the motion.

K.A.R. 84-3-1 (e) states:

> "Amendment to complaint - Any complaint may be amended, in whole or in part, by the complainant at any time prior to the filing of an answer by the respondent. A complaint may be amended by the complainant with approval of the board or its agent after an answer has been filed by the respondent at any time before the board's final decision or order."

K.A.R. 84-3-1 (f) then states:

> "Amendment of answer; following amendment of complaint - In any case where a complaint has been amended, the respondent shall have an opportunity to amend his answer within such period as may be fixed by the board."

It appears to the Board that the above cited rules and regulations were promulgated in order to insure a fair and equitable opportunity for both parties to make a complete presentation of facts and argument to the Board prior to the issuance of a final Board Order. In this case time has passed since the filing of the complaint and there can be no doubt that conditions of employment have changed for employees within the bargaining unit. Therefore, it is imperative that Mr. Shull's Motion to Amend be allowed in order to remedy any harm caused by the City's action in the event those actions were in violation of K.S.A. 75-4321 et seq. The Board remains aware, however, of the City's right to respond or amend its answer to address the "harm" caused by its action. This right is assured at K.A.R. 84-3-1 (f). Such a response to "harm caused" is not needed or moot in the event the Board finds no violation of K.S.A. 75-4321 et seq., in the actions of the City. The response becomes important only if the actions are found to violate the law. Therefore the Board shall at a later point in this order address the necessity of a response from the City and the period of time for such a response to be filed.

The unions Motion to Amend its complaint is granted and the Board reserves ruling on the City's right to amend its answer to respond to the requested relief.

The Board now turns its attention to the sections allegedly violated by the City. Looking first to the (b) (6) allegation the Board finds that K.S.A. 75-4333 (b) (6) states:

> "(b) It shall be a prohibited practice for a public employer or its designated representative willfully to:
>
> (6) Deny the rights accompanying certification or formal recognition granted in K.S.A. 75-4328."

This section makes it a prohibited practice for an employer to deny rights granted at K.S.A. 75-4328. That statute states:

> "A public employer shall extend to a certified or formally recognized employee organization the right to represent the employees of the appropriate unit involved in meet and confer proceedings and in the settlement of grievances, and also shall extend the right to unchallenged representation status, consistent with subsection (d) of K.S.A. 75-4327, during the twelve (12) months following the date of certification or formal recognition."

It appears that there is no stated allegation that the City has attempted to negotiate with any union other than Service Employees Union or that the City issued any challenge to the recognition status of Service Employees Union. However, if the Board finds that an employer cannot take unilateral action prior to exhausting impasse resolution techniques, the Board must certainly find that the City has failed to extend to the union the right to represent the employees of the appropriate unit in meet and confer proceedings as required by K.S.A. 75-4328.

Secondly the Board must look at the provisions of K.S.A. 75-4333 (b) (7). That statute states:

> "(b) It shall be a prohibited practice for a public employer or its designated representative willfully to:
>
> (7) Deliberately and intentionally avoid mediation, fact-finding, and arbitration endeavors as provided in K.S.A. 75-4332."

The Board views this subsection to provide that a direct refusal to participate in either mediation or fact-finding is a violation of statute. Further that certain other actions might lead to the same result which would also constitute a violation of the subsection. In the instant case the City did not actually refuse to participate in mediation, rather they simply stated on June 20, 1986 that they believed no impasse existed. The Board did not officially declare an impasse thus the Board must consider all circumstances surrounding the failure of either or both parties to request an impasse declaration subsequent to June 20, 1986.

In consideration of the obligation of exhausting impasse procedures prior to taking unilateral actions, the Board must view the Public Employer-Employee Relations Act in its entirety. K.S.A. 75-4321 states the Legislative intent of the statute as a whole. K.S.A. 75-4321 (b) states:

> "Subject to the provisions of subsection (c), it is the purpose of this act to obligate public agencies, public employees and their representatives to enter into discussions with affirmative willingness to resolve grievances and disputes relating to conditions of employment, acting within the framework of law. It is also the purpose of this act to promote the improvement of employer-employee relations within the various public agencies of the state and its political subdivisions by providing a uniform basis for recognizing the right of public employees to join organizations of their own choice, or to refrain from joining, and be represented by such organizations in their employment relations and dealings with public agencies."

K.S.A. 75-4321 (c) then states in part:

> "The governing body of any public employer, other than the state and its agencies, by a majority vote of all the members may elect to bring such public employer under the provisions of this act, and upon such election the public employer and its employees shall be bound by its provisions from the date of such election."

In reading the above cited statutes there can be no doubt that the Legislature intended to create the most harmonious possible relationship between public employers and employees. This relationship should be as free as possible from disputes between the parties. Therefore, the Legislature set out certain rules for both parties to follow once the employer had elected coverage of the statute. Impasse resolution techniques were designed by the Legislature in recognition that the strike, as used by unions in the private sector at contract expiration time, is not desirable or in the public's best interest. Further the Legislature made it clear that public sector strikes were illegal (See K.S.A. 75-4333 (c) (5)). Strike is defined at K.S.A. 75-4321 (r) as an action taken to coerce a change in conditions of employment. The impasse resolution procedure was therefore designed as an alternative to the strike and as a method for giving unions some equality in the bargaining process. Certainly the statutory impasse procedures do not, in many instances, provide the equity as do certain economic sanctions. That is, the Public Employer-Employee Relations Act is an open ended collective bargaining law which allows an employer to take unilateral action under certain circumstances. It is those circumstances that the Board must now address in order to resolve the pending controversy.

K.S.A. 75-4332 is the statute which sets out procedures to follow in the event an impasse in negotiations occurs. K.S.A. 75-4332 (a) states in part; "Public employers may include in memoranda of agreement . . . the procedures to be invoked in the event of disputes which reach an impasse in the course of meet and confer proceedings." This section allows a public employer and employee organization to develop their own impasse resolution techniques. It does not, however, require that such procedures be so developed. Subsection (b) of that statute then provides an alternative in the event procedures are not developed. Subsection (b) states in part; "In the absence of such memorandum of procedures, . . . either party may request the assistance of the Public Employee Relations Board." Either party may, therefore, make a request for assistance if they believe an impasse exists.

Subsection (b) of K.S.A. 75-4332 further provides that the Board shall aid the parties by causing a mediator to be appointed if the Board determines that an impasse exists. Additionally the Board may legally intervene on its own motion to determine whether an impasse exists. If an impasse is found to exist the Board shall implement the provisions of K.S.A. 75-4332 (b) and (c).

K.S.A. 75-4332 (b) and (c) provide for mediation and fact-finding. The parties must engage in mediation and fact-finding endeavors in good faith or they have violated the provisions of K.S.A. 75-4333 (b) (7) or (c) (4). There is, therefore, no alternative to good faith participation in mediation and fact-finding once the Board has ordered the implementation of these procedures.

Subsection (d) of K.S.A. 75-4332 then sets out the rights of the parties which exist after compliance with subsections (b) and (c) of K.S.A. 75-4332. Subsection (d) states:

> "If the parties have not resolved the impasse by the end of a forty-day period, commencing with the appointment of the fact-finding board, or by a date not later than fourteen (14) days prior to the budget submission date, whichever date occurs first: (1) The representative of the public employer involved shall submit to the governing body of the public employer

> involved a copy of the findings of fact and recommendations of the fact-finding board, together with his or her recommendations for settling the dispute; (2) the employee organization may submit to such governing body its recommendations for settling the dispute; (3) the governing body or a duly authorized committee thereof shall forthwith conduct a hearing at which the parties shall be required to explain their positions; and (4) thereafter the governing body shall take such action as it deems to be in the public interest, including the interest of the public employees involved. The provisions of this subsection shall not be applicable to the state and its agencies and employees." Emphasised Added

This section provides two dates by which an employer "shall" and employee organization "may" take certain actions. The first "date" is a forty day period commencing with the appointment of the fact-finding board. The second date is one which is fourteen days prior to budget submission date as defined at K.S.A. 75-4322 (v). In either event the representative of the public employer is mandated by this subsection to submit to the governing body a copy of the fact-finding recommendation and the recommendation of that representative. The union involved may submit to the governing body its recommendation for settling the dispute. The governing body of the public employer is then mandated to hold a public hearing at which the parties are mandated to explain their positions. Once the above described procedures are accomplished the governing body is mandated to take action to settle the impasse. This subsection, (d) (4), is the only subsection within K.S.A. 75-4321 et seq., which grants the right to an employer to change terms and conditions of employment absent an agreement to do so with the certified employee organization. The right granted by this subsection is conditioned by the requirements that prior to taking such action an employer must engage in mediation and fact-finding, submit fact-finding recommendations and its position to the government body and the governing body must conduct an open meeting. If the Legislative intent was otherwise the statute would not make use of the term "thereafter" when describing or allowing the employer to make a unilateral change.

The Board is aware that K.S.A. 75-4332 allows, but does not require, an employer to negotiate impasse procedures. Further that subsection (b) again allows but does not require an employer to request that the Board determine whether an impasse exists. One might reason therefore that an employer need not take any action relative to a dispute which might prove to be an impasse. The Board believes that an employer might choose this avenue. That is, an employer might choose to continue operations without change pending the outcome of negotiations even after contract expiration, rather than to force an impasse declaration. This choice is certainly legal and not at all unusual.

There is no provision within the statute allowing an employer to take no action relative to an impasse in negotiations and then make changes in terms and conditions of employment. Any interpretation of statutes which might allow such action would be contrary to the stated intent of the statute and would allow unfair advantage to the employer since employees have given up their right to strike. It is the conclusion of the Board, therefore, that an employer may not under any circumstances take action to change terms and conditions of employment without first complying with the provisons of K.S.A. 75-4332 (b), (c) and (d) in their entirety.

One might argue that this interpretation of the statutory impasse procedure could work a hardship on a public employer in the event a certified union failed to request assistance at impasse. The Legislature clearly considered this problem and thus they provided the opportunity for an employer to request impasse assistance. The Board is convinced that the Legislature considered all possible occurrences and that the Legislature built safe guards into the law for all possible problem situations.

The Legislature futher contemplated that negotiations might be stalled by an allegation of a prohibited practice charge thus they enacted subsection (d) (1) of K.S.A. 75-4323 wherein the statute states; "The pendency of proceedings under this paragraph shall not be used as a basis to delay . . . meeting and conferring", and subsection (a) of K.S.A. 75-4334 wherein the statute states that an accused party shall have 7 days to respond to a prohibited practice charge ". . . unless the Board determines that an emergency exists and requires the accused party to serve a written answer within 24 hours."

The above two subsections provide an avenue for both parties to utilize when unusual circumstances exist. The Board can thus act quickly when they are made aware of unusual circumstances and neither party can purposely delay the process.

The Board can only conclude that an employer cannot unilaterally change terms and conditions of employment since; 1) either party may request assistance at impasse; 2) either party may charge the other with a prohibited practice; 3) either party may request that hearing process of the Board and a final order be expedited in order to resolve an impasse prior to contract expiration.

In viewing the factual occurrences in this matter the Board finds that the union did on June 16, 1986 request assistance at impasse from the Board. The City stated that an impasse did not exist on June 20, 1986. On June 20, 1986 the union filed a prohibited practice charge because the city representative refused to meet with the union so long as Mr. Lawson was present. The union did meet with the City representative on June 27, 1986 but Mr. Lawson was not present. The Board must conclude, in the absence of evidence to the contrary, that the City representative would have refused to meet if Mr. Lawson had been present. Further the Board finds no evidence, in all of the City's overtures to the union to meet and confer subsequent to June 20, 1986, to show that the City representative intended to change his position about meeting with the union with Mr. Lawson present.

Therefore it appears that the City was asking the union to meet but to meet under conditions the city had proposed.

The union exercised their right to a determination of the Board before they agreed to the unspoken condition placed on them by the employer. The emergency nature of the charge could only have been foreseen by the city since it was within the city's control to either continue the contract or make the changes that were subsequently made.

While the Board does not condone a failure to meet and confer during the pendency of a prohibited practice charge, it is aware that the union would have been thrust into an untenable position by agreeing to meet with the city. That is, no indication was given that the city would meet unless the union met without Mr. Lawson thus the union would have been required to meet the city's condition over which the pending charge existed. Additionally the city gave the Board no indication that an impasse existed or that an emergency existed necessitating a change in terms and conditions of employment.

The Board could not rule on the existence of impasse and order impasse resolution technique to be implemented without first ruling on the pending prohibited practice charge. To require the parties to return to the table without resolving the charge would require one party or the other to give up their right to be heard on the prohibited practice charge.

In summary the Board finds that the Public Employer-Employee Relations Act was enacted in order to create a more harmonious relationship between public employers and public employees. To accomplish that goal public employees are provided a procedure allowing their input concerning their terms and conditions of employment. The process providing for this input consists of organizational procedures, procedures insuring good faith bargaining including mediation and fact-finding, a section setting out certain actions which are violations of law and a process for resolving disputes concerning which actions might violate the statute.

Each of the above listed processes is an integral portion of the statute and they must be considered in concert in order to arrive at a proper interpretation of legislative intent. The Board finds nothing within K.S.A. 75-4321 et seq., which leads them to conclude that a public employer is at liberty under any circumstances to change conditions of employment without first engaging in mediation and fact-finding procedures. These circumstances include the expiration of an agreement, impasse, and alleged prohibited practice charges from either party. In fact, the Board finds that quite the contrary is clearly stated within the statute. There are statutory remedies which will resolve all labor disputes in a timely fashion if the parties choose to utilize them. A choice to not utilize these remedies does not excuse either party from their future actions. The Legislature designed the impasse procedure to provide an employer, as a last resort, the right to take unilateral action in setting terms and conditions of employment. However, it is clear that the Legislature intended the employer to comply with all impasse procedures prior to taking unilateral action.

In the instant case the city made the conscious choice to change conditions of employment. The city may well have believed that it was important to make this change when the contract expired. However, even this need to change does not excuse making the change without timely utilization of statutory procedures. The bargaining process is not a one sided process. Both parties have rights and obligations under the statute and both must remain aware of their obligations as well as their needs and rights. A failure to comply with obligations results in a violation of the statute.

The city chose to oppose a Board determination of the existence of an impasse when the union requested such assistance in June. The city then chose not to request a determination of impasse at anytime after June. The city chose to walk out on bargaining when the make-up of the union team did not meet their expectations. The City did not choose to inform the Board of the

necessity for making changes in terms and conditions of employment in order that the Board might expedite a ruling and provide impasse assistance. The city chose to request that bargaining sessions with the union resume but they did not indicate any willingness to meet under conditions other than those which caused their walk-out. And finally the city chose to take action as described at K.S.A. 75-4332 (d) (4) without first complying with the other provisions of that statute.

The union attempted to remedy a problem in bargaining by requesting that an impasse be determined. The union chose to exercise their right to a determination by the Board of whether the walk-out of a bargaining session by the city constituted a prohibited practice. The union chose to exercise their right to refuse to return to the table under conditions set by the city. And finally the union could not be expected to know that the city would change terms and conditions of employment prior to resolving the existing labor disputes.

It is therefore the finding of the Board that the city has deliberately and intentionally avoided mediation and fact-finding by their act of unilaterally changing terms and conditions of employment without first taking some positive action to comply with the provisions of K.S.A. 75-4332. Further this same act is a willful denial of the unions rights as set forth in K.S.A. 75-4328. The Board finds that these actions have violated the provisions of K.S.A. 75-4333 (b) (5) and (b) (6) and now orders the following relief:

1) The city is to immediately cease and desist such actions.

2) The city is to immediately implement all terms and conditions of employment for bargaining unit members as were specified within the memorandum of agreement labeled Exhibit M and dated effective December 28, 1985 and dated to expire December 26, 1986. These terms and conditions of employment shall remain effective until such time as a successor agreement is reached between the parties or the full impasse resolution process has been completed as described at K.S.A. 75-4332.

3) The city and the union are to meet as soon as practical to schedule meet and confer sessions in which the parties shall meet with a mediator appointed by the Board in an attempt to resolve the existing impasse.

4) The union and the city are granted thirty days from the effective date of this order to prepare and file statements relative to the amount and type of damages caused by this violation of statute.

5) The union and the city are granted sixty days from the effective date of this order to meet and agree upon the type and amount of damages arising from this act and to enter into an agreement on a method of resolution of these damages in such event damages are agreed upon.

6) Either party may notify the executive director of the Kansas Public Employee Relations Board that efforts to comply with subsection (5) of this granted relief have failed if no agreement has been reached by the sixtieth day immediately following the effective date of this order and the executive director shall as expeditiously as possible thereafter convene a hearing to make a recommended order of relief to the Kansas Public Employee Relations Board.

The provisions of this order and relief granted except that portion as stated above in subsection (6) relating to any resultant order made under that paragraph (6) are made effective and shall become a final order of the Kansas Public Employee Relations Board this 19th day of February, 1987.

IT IS SO ORDERED THIS 19th DAY OF February, 1987.

Robert L. Kennedy, Chairman, PERB

Mayverdis R. Jamison, Member, PERB

Lee Ruggles, Member, PERB

Art J. Veach, Member, PERB