

SB 5022 - H COMM AMD

By Committee on Labor & Workplace Standards

NOT CONSIDERED 04/10/2019

1 Strike everything after the enacting clause and insert the
2 following:

3 **"Sec. 1.** RCW 41.80.005 and 2011 1st sp.s. c 43 s 444 are each
4 amended to read as follows:

5 Unless the context clearly requires otherwise, the definitions in
6 this section apply throughout this chapter.

7 (1) "Agency" means any agency as defined in RCW 41.06.020 and
8 covered by chapter 41.06 RCW.

9 (2) "Collective bargaining" means the performance of the mutual
10 obligation of the representatives of the employer and the exclusive
11 bargaining representative to meet at reasonable times and to bargain
12 in good faith in an effort to reach agreement with respect to the
13 subjects of bargaining specified under RCW 41.80.020. The obligation
14 to bargain does not compel either party to agree to a proposal or to
15 make a concession, except as otherwise provided in this chapter.

16 (3) "Commission" means the public employment relations
17 commission.

18 (4) "Confidential employee" means an employee who, in the regular
19 course of his or her duties, assists in a confidential capacity
20 persons who formulate, determine, and effectuate management policies
21 with regard to labor relations or who, in the regular course of his
22 or her duties, has authorized access to information relating to the
23 effectuation or review of the employer's collective bargaining
24 policies, or who assists or aids a manager. "Confidential employee"
25 also includes employees who assist assistant attorneys general who
26 advise and represent managers or confidential employees in personnel
27 or labor relations matters, or who advise or represent the state in
28 tort actions.

29 (5) "Director" means the director of the public employment
30 relations commission.

1 (6) "Employee" means any employee, including employees whose work
2 has ceased in connection with the pursuit of lawful activities
3 protected by this chapter, covered by chapter 41.06 RCW, except:

4 (a) Employees covered for collective bargaining by chapter 41.56
5 RCW;

6 (b) Confidential employees;

7 (c) Members of the Washington management service;

8 (d) Internal auditors in any agency; or

9 (e) Any employee of the commission, the office of financial
10 management, or the office of risk management within the department of
11 enterprise services.

12 (7) "Employee organization" means any organization, union, or
13 association in which employees participate and that exists for the
14 purpose, in whole or in part, of collective bargaining with
15 employers.

16 (8) "Employer" means the state of Washington.

17 (9) "Exclusive bargaining representative" means any employee
18 organization that has been certified under this chapter as the
19 representative of the employees in an appropriate bargaining unit.

20 (10) "Institutions of higher education" means the University of
21 Washington, Washington State University, Central Washington
22 University, Eastern Washington University, Western Washington
23 University, The Evergreen State College, and the various state
24 community colleges.

25 (11) "Labor dispute" means any controversy concerning terms,
26 tenure, or conditions of employment, or concerning the association or
27 representation of persons in negotiating, fixing, maintaining,
28 changing, or seeking to arrange terms or conditions of employment
29 with respect to the subjects of bargaining provided in this chapter,
30 regardless of whether the disputants stand in the proximate relation
31 of employer and employee.

32 (12) "Manager" means "manager" as defined in RCW 41.06.022.

33 (13) "Supervisor" means an employee who has authority, in the
34 interest of the employer, to hire, transfer, suspend, lay off,
35 recall, promote, discharge, direct, reward, or discipline employees,
36 or to adjust employee grievances, or effectively to recommend such
37 action, if the exercise of the authority is not of a merely routine
38 nature but requires the consistent exercise of individual judgment.
39 However, no employee who is a member of the Washington management

1 service may be included in a collective bargaining unit established
2 under this section.

3 (14) "Unfair labor practice" means any unfair labor practice
4 listed in RCW 41.80.110.

5 (15) "Uniformed personnel" means duly sworn police officers
6 employed as members of a police force established pursuant to RCW
7 28B.10.550.

8 **Sec. 2.** RCW 41.80.010 and 2017 3rd sp.s. c 23 s 3 are each
9 amended to read as follows:

10 (1) For the purpose of negotiating collective bargaining
11 agreements under this chapter, the employer shall be represented by
12 the governor or governor's designee, except as provided for
13 institutions of higher education in subsection (4) of this section.

14 (2)(a) If an exclusive bargaining representative represents more
15 than one bargaining unit, the exclusive bargaining representative
16 shall negotiate with each employer representative as designated in
17 subsection (1) of this section one master collective bargaining
18 agreement on behalf of all the employees in bargaining units that the
19 exclusive bargaining representative represents. For those exclusive
20 bargaining representatives who represent fewer than a total of five
21 hundred employees each, negotiation shall be by a coalition of all
22 those exclusive bargaining representatives. The coalition shall
23 bargain for a master collective bargaining agreement covering all of
24 the employees represented by the coalition. The governor's designee
25 and the exclusive bargaining representative or representatives are
26 authorized to enter into supplemental bargaining of agency-specific
27 issues for inclusion in or as an addendum to the master collective
28 bargaining agreement, subject to the parties' agreement regarding the
29 issues and procedures for supplemental bargaining. This section does
30 not prohibit cooperation and coordination of bargaining between two
31 or more exclusive bargaining representatives.

32 (b) This subsection (2) does not apply to exclusive bargaining
33 representatives who represent employees of institutions of higher
34 education, except when the institution of higher education has
35 elected to exercise its option under subsection (4) of this section
36 to have its negotiations conducted by the governor or governor's
37 designee under the procedures provided for general government
38 agencies in subsections (1) through (3) of this section.

1 (c) If five hundred or more employees of an independent state
2 elected official listed in RCW 43.01.010 are organized in a
3 bargaining unit or bargaining units under RCW 41.80.070, the official
4 shall be consulted by the governor or the governor's designee before
5 any agreement is reached under (a) of this subsection concerning
6 supplemental bargaining of agency specific issues affecting the
7 employees in such bargaining unit.

8 (3) The governor shall submit a request for funds necessary to
9 implement the compensation and fringe benefit provisions in the
10 master collective bargaining agreement or for legislation necessary
11 to implement the agreement. Requests for funds necessary to implement
12 the provisions of bargaining agreements shall not be submitted to the
13 legislature by the governor unless such requests:

14 (a) Have been submitted to the director of the office of
15 financial management by October 1 prior to the legislative session at
16 which the requests are to be considered; and

17 (b) Have been certified by the director of the office of
18 financial management as being feasible financially for the state or
19 reflects the decision of an arbitration panel reached under section 5
20 of this act.

21 The legislature shall approve or reject the submission of the
22 request for funds as a whole. The legislature shall not consider a
23 request for funds to implement a collective bargaining agreement
24 unless the request is transmitted to the legislature as part of the
25 governor's budget document submitted under RCW 43.88.030 and
26 43.88.060. If the legislature rejects or fails to act on the
27 submission, either party may reopen all or part of the agreement or
28 the exclusive bargaining representative may seek to implement the
29 procedures provided for in RCW 41.80.090.

30 (4) (a) (i) For the purpose of negotiating agreements for
31 institutions of higher education, the employer shall be the
32 respective governing board of each of the universities, colleges, or
33 community colleges or a designee chosen by the board to negotiate on
34 its behalf.

35 (ii) A governing board of a university or college may elect to
36 have its negotiations conducted by the governor or governor's
37 designee under the procedures provided for general government
38 agencies in subsections (1) through (3) of this section, except that:

39 (A) The governor or the governor's designee and an exclusive
40 bargaining representative shall negotiate one master collective

1 bargaining agreement for all of the bargaining units of employees of
2 a university or college that the representative represents; or

3 (B) If the parties mutually agree, the governor or the governor's
4 designee and an exclusive bargaining representative shall negotiate
5 one master collective bargaining agreement for all of the bargaining
6 units of employees of more than one university or college that the
7 representative represents.

8 (iii) A governing board of a community college may elect to have
9 its negotiations conducted by the governor or governor's designee
10 under the procedures provided for general government agencies in
11 subsections (1) through (3) of this section.

12 (b) Prior to entering into negotiations under this chapter, the
13 institutions of higher education or their designees shall consult
14 with the director of the office of financial management regarding
15 financial and budgetary issues that are likely to arise in the
16 impending negotiations.

17 (c) (i) In the case of bargaining agreements reached between
18 institutions of higher education other than the University of
19 Washington and exclusive bargaining representatives agreed to under
20 the provisions of this chapter, if appropriations are necessary to
21 implement the compensation and fringe benefit provisions of the
22 bargaining agreements, the governor shall submit a request for such
23 funds to the legislature according to the provisions of subsection
24 (3) of this section, except as provided in (c) (iii) of this
25 subsection.

26 (ii) In the case of bargaining agreements reached between the
27 University of Washington and exclusive bargaining representatives
28 agreed to under the provisions of this chapter, if appropriations are
29 necessary to implement the compensation and fringe benefit provisions
30 of a bargaining agreement, the governor shall submit a request for
31 such funds to the legislature according to the provisions of
32 subsection (3) of this section, except as provided in this subsection
33 (4) (c) (ii) and as provided in (c) (iii) of this subsection.

34 (A) If appropriations of less than ten thousand dollars are
35 necessary to implement the provisions of a bargaining agreement, a
36 request for such funds shall not be submitted to the legislature by
37 the governor unless the request has been submitted to the director of
38 the office of financial management by October 1 prior to the
39 legislative session at which the request is to be considered.

1 (B) If appropriations of ten thousand dollars or more are
2 necessary to implement the provisions of a bargaining agreement, a
3 request for such funds shall not be submitted to the legislature by
4 the governor unless the request:

5 (I) Has been submitted to the director of the office of financial
6 management by October 1 prior to the legislative session at which the
7 request is to be considered; and

8 (II) Has been certified by the director of the office of
9 financial management as being feasible financially for the state.

10 (C) If the director of the office of financial management does
11 not certify a request under (c)(ii)(B) of this subsection as being
12 feasible financially for the state, the parties shall enter into
13 collective bargaining solely for the purpose of reaching a mutually
14 agreed upon modification of the agreement necessary to address the
15 absence of those requested funds. The legislature may act upon the
16 compensation and fringe benefit provisions of the modified collective
17 bargaining agreement if those provisions are agreed upon and
18 submitted to the office of financial management and legislative
19 budget committees before final legislative action on the biennial or
20 supplemental operating budget by the sitting legislature.

21 (iii) In the case of a bargaining unit of employees of
22 institutions of higher education in which the exclusive bargaining
23 representative is certified during or after the conclusion of a
24 legislative session, the legislature may act upon the compensation
25 and fringe benefit provisions of the unit's initial collective
26 bargaining agreement if those provisions are agreed upon and
27 submitted to the office of financial management and legislative
28 budget committees before final legislative action on the biennial or
29 supplemental operating budget by the sitting legislature.

30 (5) If, after the compensation and fringe benefit provisions of
31 an agreement are approved by the legislature, a significant revenue
32 shortfall occurs resulting in reduced appropriations, as declared by
33 proclamation of the governor or by resolution of the legislature,
34 both parties shall immediately enter into collective bargaining for a
35 mutually agreed upon modification of the agreement.

36 (6) After the expiration date of a collective bargaining
37 agreement negotiated under this chapter, all of the terms and
38 conditions specified in the collective bargaining agreement remain in
39 effect until the effective date of a subsequently negotiated
40 agreement, not to exceed one year from the expiration date stated in

1 the agreement. Thereafter, the employer may unilaterally implement
2 according to law.

3 (7) For the 2013-2015 fiscal biennium, a collective bargaining
4 agreement related to employee health care benefits negotiated between
5 the employer and coalition pursuant to RCW 41.80.020(3) regarding the
6 dollar amount expended on behalf of each employee shall be a separate
7 agreement for which the governor may request funds necessary to
8 implement the agreement. The legislature may act upon a 2013-2015
9 collective bargaining agreement related to employee health care
10 benefits if an agreement is reached and submitted to the office of
11 financial management and legislative budget committees before final
12 legislative action on the biennial or supplemental operating
13 appropriations act by the sitting legislature.

14 (8)(a) For the 2015-2017 fiscal biennium, the governor may
15 request funds to implement:

16 (i) Modifications to collective bargaining agreements as set
17 forth in a memorandum of understanding negotiated between the
18 employer and the service employees international union healthcare
19 1199nw, an exclusive bargaining representative, that was necessitated
20 by an emergency situation or an imminent jeopardy determination by
21 the center for medicare and medicaid services that relates to the
22 safety or health of the clients, employees, or both the clients and
23 employees.

24 (ii) Unilaterally implemented modifications to collective
25 bargaining agreements, resulting from the employer being prohibited
26 from negotiating with an exclusive bargaining representative due to a
27 pending representation petition, necessitated by an emergency
28 situation or an imminent jeopardy determination by the center for
29 medicare and medicaid services that relates to the safety or health
30 of the clients, employees, or both the clients and employees.

31 (iii) Modifications to collective bargaining agreements as set
32 forth in a memorandum of understanding negotiated between the
33 employer and the union of physicians of Washington, an exclusive
34 bargaining representative, that was necessitated by an emergency
35 situation or an imminent jeopardy determination by the center for
36 medicare and medicaid services that relates to the safety or health
37 of the clients, employees, or both the clients and employees. If the
38 memorandum of understanding submitted to the legislature as part of
39 the governor's budget document is rejected by the legislature, and
40 the parties reach a new memorandum of understanding by June 30, 2016,

1 within the funds, conditions, and limitations provided in section
2 204, chapter 36, Laws of 2016 sp. sess., the new memorandum of
3 understanding shall be considered approved by the legislature and may
4 be retroactive to December 1, 2015.

5 (iv) Modifications to collective bargaining agreements as set
6 forth in a memorandum of understanding negotiated between the
7 employer and the teamsters union local 117, an exclusive bargaining
8 representative, for salary adjustments for the state employee job
9 classifications of psychiatrist, psychiatric social worker, and
10 psychologist.

11 (b) For the 2015-2017 fiscal biennium, the legislature may act
12 upon the request for funds for modifications to a 2015-2017
13 collective bargaining agreement under (a)(i), (ii), (iii), and (iv)
14 of this subsection if funds are requested by the governor before
15 final legislative action on the supplemental omnibus appropriations
16 act by the sitting legislature.

17 (c) The request for funding made under this subsection and any
18 action by the legislature taken pursuant to this subsection is
19 limited to the modifications described in this subsection and may not
20 otherwise affect the original terms of the 2015-2017 collective
21 bargaining agreement.

22 (d) Subsection (3)(a) and (b) of this section (~~(d)~~) does not
23 apply to requests for funding made pursuant to this subsection.

24 NEW SECTION. **Sec. 3.** A new section is added to chapter 41.80
25 RCW to read as follows:

26 The intent and purpose of sections 4 through 10 of this act is to
27 recognize that there exists a public policy in the state of
28 Washington against strikes by uniformed personnel as a means of
29 settling their labor disputes; that the uninterrupted and dedicated
30 service of these classes of employees is vital to the welfare and
31 public safety of the state of Washington; and that to promote such
32 dedicated and uninterrupted public service there should exist an
33 effective and adequate alternative means of settling disputes.

34 NEW SECTION. **Sec. 4.** A new section is added to chapter 41.80
35 RCW to read as follows:

36 (1) Negotiations between the employer and the exclusive
37 bargaining representative of a unit of uniformed personnel shall be
38 commenced at least five months prior to the submission of the budget

1 to the legislature. If no agreement has been reached sixty days after
2 the commencement of such negotiations then, at any time thereafter,
3 either party may declare that an impasse exists and may submit the
4 dispute to the commission for mediation, with or without the
5 concurrence of the other party. The commission shall appoint a
6 mediator, who shall promptly meet with the representatives of the
7 parties, either jointly or separately, and shall take such other
8 steps as he or she may deem appropriate in order to persuade the
9 parties to resolve their differences and effect an agreement. A
10 mediator, however, does not have a power of compulsion. The mediator
11 may consider only matters that are subject to bargaining under this
12 chapter.

13 (2) If an agreement has not been reached following a reasonable
14 period of negotiations and mediation, and the executive director,
15 upon the recommendation of the assigned mediator, finds that the
16 parties remain at impasse, then the executive director shall certify
17 the issues for interest arbitration. The issues for determination by
18 the arbitration panel shall be limited to the issues certified by the
19 executive director.

20 NEW SECTION. **Sec. 5.** A new section is added to chapter 41.80
21 RCW to read as follows:

22 (1) Within ten working days after the first Monday in September
23 of every odd-numbered year, the state's bargaining representative and
24 the exclusive bargaining representative for the appropriate
25 bargaining unit shall attempt to agree on an interest arbitration
26 panel consisting of three members to be used if the parties are not
27 successful in negotiating a comprehensive collective bargaining
28 agreement. Each party shall name one person to serve as its
29 arbitrator on the arbitration panel. The two members so appointed
30 shall meet within seven days following the appointment of the later
31 appointed member to attempt to choose a third member to act as the
32 neutral chair of the arbitration panel. Upon the failure of the
33 arbitrators to select a neutral chair within seven days, the two
34 appointed members shall use one of the two following options in the
35 appointment of the third member, who shall act as chair of the panel:

36 (a) By mutual consent, the two appointed members may jointly request
37 the commission to, and the commission shall, appoint a third member
38 within two days of such a request. Costs of each party's appointee
39 shall be borne by each party respectively; other costs of the

1 arbitration proceedings shall be borne by the commission; or (b)
2 either party may apply to the commission, the federal mediation and
3 conciliation service, or the American arbitration association to
4 provide a list of five qualified arbitrators from which the neutral
5 chair shall be chosen. Each party shall pay the fees and expenses of
6 its arbitrator, and the fees and expenses of the neutral chair shall
7 be shared equally between the parties.

8 (2) Immediately upon selecting an interest arbitration panel, the
9 parties shall cooperate to reserve dates with the arbitration panel
10 for potential arbitration between August 1st and September 15th of
11 the following even-numbered year. The parties shall also prepare a
12 schedule of at least five negotiation dates for the following year,
13 absent an agreement to the contrary. The parties shall execute a
14 written agreement before November 1st of each odd-numbered year
15 setting forth the names of the members of the arbitration panel and
16 the dates reserved for bargaining and arbitration. This subsection
17 imposes minimum obligations only and is not intended to define or
18 limit a party's full, good faith bargaining obligation under other
19 sections of this chapter.

20 (3) If the parties are not successful in negotiating a
21 comprehensive collective bargaining agreement, a hearing shall be
22 held. The hearing shall be informal and each party shall have the
23 opportunity to present evidence and make argument. No member of the
24 arbitration panel may present the case for a party to the
25 proceedings. The rules of evidence prevailing in judicial proceedings
26 may be considered, but are not binding, and any oral testimony or
27 documentary evidence or other data deemed relevant by the chair of
28 the arbitration panel may be received in evidence. A recording of the
29 proceedings shall be taken. The arbitration panel has the power to
30 administer oaths, require the attendance of witnesses, and require
31 the production of such books, papers, contracts, agreements, and
32 documents as may be deemed by the panel to be material to a just
33 determination of the issues in dispute. If any person refuses to obey
34 a subpoena issued by the arbitration panel, or refuses to be sworn or
35 to make an affirmation to testify, or any witness, party, or attorney
36 for a party is guilty of any contempt while in attendance at any
37 hearing held under this section, the arbitration panel may invoke the
38 jurisdiction of the superior court in the county where the labor
39 dispute exists, and the court has jurisdiction to issue an
40 appropriate order. Any failure to obey the order may be punished by

1 the court as a contempt thereof. The hearing conducted by the
2 arbitration panel shall be concluded within twenty-five days
3 following the selection or designation of the neutral chair of the
4 arbitration panel, unless the parties agree to a longer period.

5 (4) The neutral chair shall consult with the other members of the
6 arbitration panel, and, within thirty days following the conclusion
7 of the hearing, the neutral chair shall make written findings of fact
8 and a written determination of the issues in dispute, based on the
9 evidence presented. A copy thereof shall be served on the commission,
10 on each of the other members of the arbitration panel, and on each of
11 the parties to the dispute.

12 (5) Except as provided in this subsection, the written
13 determination shall be final and binding upon both parties.

14 (a) The written determination is subject to review by the
15 superior court upon the application of either party solely upon the
16 question of whether the decision of the panel was arbitrary or
17 capricious.

18 (b) The written determination is not binding on the legislature
19 and, if the legislature does not approve the funds necessary to
20 implement provisions pertaining to compensation and fringe benefits
21 of an arbitrated collective bargaining agreement, is not binding on
22 the state.

23 (6) The arbitration panel may consider only matters that are
24 subject to bargaining under this chapter.

25 NEW SECTION. **Sec. 6.** A new section is added to chapter 41.80
26 RCW to read as follows:

27 An interest arbitration panel created pursuant to section 5 of
28 this act, in the performance of its duties under this chapter,
29 exercises a state function and is, for the purposes of this chapter,
30 a state agency. Chapter 34.05 RCW does not apply to proceedings
31 before an interest arbitration panel under this chapter.

32 NEW SECTION. **Sec. 7.** A new section is added to chapter 41.80
33 RCW to read as follows:

34 In making its determination, the panel shall be mindful of the
35 legislative purpose enumerated in section 3 of this act and, as
36 additional standards or guidelines to aid it in reaching a decision,
37 shall take into consideration the following factors:

38 (1) The constitutional and statutory authority of the employer;

1 (2) Stipulations of the parties;

2 (3) Comparison of the hours and conditions of employment of
3 personnel involved in the proceedings with the hours and conditions
4 of employment of like personnel of like employers of similar size on
5 the west coast of the United States;

6 (4) Changes in any of the circumstances under subsections (1)
7 through (3) of this section during the pendency of the proceedings;
8 and

9 (5) Such other factors, not confined to the factors under
10 subsections (1) through (4) of this section, that are normally or
11 traditionally taken into consideration in the determination of
12 matters that are subject to bargaining under this chapter.

13 NEW SECTION. **Sec. 8.** A new section is added to chapter 41.80
14 RCW to read as follows:

15 During the pendency of the proceedings before the arbitration
16 panel, existing wages, hours, and other conditions of employment
17 shall not be changed by action of either party without the consent of
18 the other but a party may so consent without prejudice to his rights
19 or position under sections 4 through 10 of this act.

20 NEW SECTION. **Sec. 9.** A new section is added to chapter 41.80
21 RCW to read as follows:

22 (1) If the representative of either or both the uniformed
23 personnel and the employer refuse to submit to the procedures set
24 forth in sections 4 and 5 of this act, the parties, or the commission
25 on its own motion, may invoke the jurisdiction of the superior court
26 for the county in which the labor dispute exists and such court shall
27 have jurisdiction to issue an appropriate order. A failure to obey
28 such order may be punished by the court as a contempt thereof.

29 (2) Except as provided in this subsection, a decision of the
30 arbitration panel shall be final and binding on the parties, and may
31 be enforced at the instance of either party, the arbitration panel or
32 the commission in the superior court for the county where the dispute
33 arose.

34 (a) The written determination is subject to review by the
35 superior court upon the application of either party solely upon the
36 question of whether the decision of the panel was arbitrary or
37 capricious.

1 (b) The written determination is not binding on the legislature
2 and, if the legislature does not approve the funds necessary to
3 implement provisions pertaining to compensation and fringe benefits
4 of an arbitrated collective bargaining agreement, is not binding on
5 the state.

6 NEW SECTION. **Sec. 10.** A new section is added to chapter 41.80
7 RCW to read as follows:

8 The right of uniformed personnel to engage in any strike, work
9 slowdown, or stoppage is not granted. An employee organization
10 recognized as the exclusive bargaining representative of uniformed
11 personnel subject to this chapter that willfully disobeys a lawful
12 order of enforcement by a superior court pursuant to this section and
13 section 9 of this act, or willfully offers resistance to such order,
14 whether by strike or otherwise, is in contempt of court as provided
15 in chapter 7.21 RCW. An employer that willfully disobeys a lawful
16 order of enforcement by a superior court pursuant to section 9 of
17 this act or willfully offers resistance to such order is in contempt
18 of court as provided in chapter 7.21 RCW.

19 NEW SECTION. **Sec. 11.** A new section is added to chapter 41.80
20 RCW to read as follows:

21 (1) By January 1, 2020, the public employment relations
22 commission shall review the appropriateness of the bargaining units
23 that consist of or include uniformed personnel and exist on the
24 effective date of this section. If the commission determines that an
25 existing bargaining unit is not appropriate pursuant to RCW
26 41.80.070, the commission may modify the unit.

27 (2) The exclusive bargaining representatives certified to
28 represent the bargaining units that consist of or include uniformed
29 personnel and exist on the effective date of this section shall
30 continue as the exclusive bargaining representative without the
31 necessity of an election as of the effective date of this section.
32 However, there may be proceedings concerning representation under
33 this chapter thereafter."

34 Correct the title.

EFFECT: Adds a provision requiring the Director of the Public Employment Relations Commission to determine whether the parties are at impasse and certify the issues subject to interest arbitration.

--- **END** ---