STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17,	)	CASE 6674-U-86-1337
Complainant,	)	DECISION 3051-A - PECB
SEATTLE POLICE OFFICERS' GUILD,	)	CASE 6743-U-87-1351
Complainant,	)	DECISION 3052-A - PECB
SEATTLE POLICE MANAGEMENT ASSOCIATION,	)	CASE 6772-U-87-1359
Complainant,	)	DECISION 3053-A - PECB
SEATTLE POLICE DISPATCHERS' GUILD,	)	CASE 6796-U-87-1368
Complainant,	)	DECISION 3054-A - PECB
vs.	)	
CITY OF SEATTLE,	)	DECISION OF COMMISSION
Respondent.	)	

Richard Eadie, Attorney at Law, appeared on behalf of IFPTE Local 17.

David A. Snyder, Labor Consultant, appeared on behalf of Seattle Police Officers' Guild and Seattle Police Dispatchers' Guild.

Webster, Mrak and Blumberg, by Mark E. Brennan, Attorney at Law, appeared on behalf of Seattle Police Management Association.

Douglas N. Jewett, City Attorney, by Marilyn F. Sherron, Assistant City Attorney, appeared on behalf of the City of Seattle.

The City of Seattle adopted a policy concerning tobacco use on its property. Four labor organizations representing City of Seattle employees filed separate unfair labor practice complaints, alleging that the policy was adopted without statutorily required bargaining with the unions. International Federation of Professional and Technical Engineers, Local 17 (hereinafter, "Local 17"), filed its complaint on December 2, 1986. The Seattle Police Officers' Guild (hereinafter, the "Police Guild") filed its complaint on January 23, 1987. The Seattle Police Management Association (hereinafter, "SPMA") filed its complaint on February 19, 1987, and the Seattle Police Dispatchers' Guild (hereinafter, the "Dispatchers' Guild") filed its complaint on March 9, 1987. Each of the four complaints alleged violations of RCW 41.56.140(1) and (4). The cases were consolidated for hearing before Examiner Kenneth J. Latsch.

On December 2, 1988, Examiner Latsch entered his findings of fact, conclusions of law and order on the four cases, holding that the imposition of the disputed policy was a mandatory subject of collective bargaining under RCW 41.56.030(4), and that the employer had failed and refused to bargain in good faith. The Examiner thus ruled that the employer had committed unfair labor practices, and ordered the City of Seattle to cease and desist from implementing the city-wide tobacco use policy with respect to employees in the bargaining units represented by the complainant organizations. He further ordered the employer to bargain with each of the complainant unions concerning any tobacco use policy applicable to employees they represent. With respect to the two bargaining units represented by the Police Guild and the SPMA,[1] the Examiner further ordered the employer to proceed to interest arbitration on the subject in the event of an impasse in bargaining. The employer has petitioned for review.

---

[1] Both of these bargaining units consist of "uniformed personnel" covered by RCW 41.56.030(7), who are eligible for interest arbitration under RCW 41.56.430 et seq.

BACKGROUND

The employer is a party to collective bargaining agreements with each of the unions involved here, as well as with a number of other labor organizations representing its employees. Local 17 represents several city-wide bargaining units. The Dispatchers Guild represents a bargaining unit of non-supervisory dispatch employees. The Police Guild represents the employer's law enforcement personnel below the rank of lieutenant. The SPMA represents a bargaining unit of supervisory law enforcement personnel.

The City of Seattle conducts its operations in a number of different locations. The employer maintains offices in approximately 105 of its own facilities, in addition to 100 rental properties. These facilities vary in age and general condition.[2] Twenty-six of the employer's facilities house more than 25 City of Seattle employees.

As early as 1980, several City of Seattle departments enforced restrictions on smoking. The Police Department prohibited smoking in certain areas, but also established a list of situations when smoking would be allowed. In 1983, the Seattle Fire Department established a policy prohibiting smoking in "public areas".

Local 17 and the employer discussed smoking restrictions during their collective bargaining negotiations in 1983. The issue was not pursued, however, and the final agreement resulting from those negotiations did not include any provisions on smoking.

Effective December 31, 1983, the Seattle-King County Health Department banned smoking at employee work stations, unless the

---

[2] For example, the employer's facilities have widely different heating and ventilation systems.

work station was physically separated from the rest of the office. Several City of Seattle departments in which Local 17 employees worked implemented smoking restrictions after January 1, 1984, without collective bargaining. However, the union did not challenge the imposition of those departmental smoking policies.

At some time which is unclear in the record, a number of employees represented by Local 17 in the Building and Land Use Department filed a protest against cigarette smoke in their workplace. The record does not reflect how that dispute was resolved.

On November 5, 1984, City Councilman Michael Hildt asked the Seattle City Council to start the process of developing a comprehensive smoking policy for the city. Hildt asked for a $50,000 appropriation for smoking cessation classes and for consultant fees. Action on the appropriation was deferred.

On February 28, 1985, Acting Personnel Director Everett Rosmith sent a letter to the unions representing City of Seattle employees, starting the series of events leading directly to these unfair labor practice cases. In that letter, Rosmith explained a new approach by the employer to smoking policies. The letter outlined a process wherein a city-wide committee was to be created, including employees "representing" the workforce. The committee was to help with selection of a consultant and development of a smoking policy for City of Seattle employees. The letter requested that the union officials recommend employees to serve on the committee. Rosmith's letter stated that the request for proposals for consulting services had been presented to the joint labor-management Health Care Cost Containment Committee,[3] and that, without waiving any bargaining rights as they relate to implementation of a smoking

---

[3] Local 17 Business Manager Michael Waske and an official of the union which represents the employer's uniformed firefighters are labor representatives on that committee.

policy, the labor representatives on that committee had stated their desire that a policy be developed with labor participation from various bargaining units.

On March 18, 1985, the Seattle City Council appropriated the funds requested by Council Member Hildt for the smoking study.

By August 9, 1985, the study committee called into existence by Rosmith in February had completed its work, and a preliminary report had been sent to all of the unions representing City of Seattle employees. A final report was issued on August 22, 1985.[4] After considering more than 500 survey forms and spending more than 18 weeks in meetings, the committee recommended that smoking should be prohibited in all "enclosed work and common areas", but recommended the establishment of "smoking areas". The committee made specific recommendations concerning limitation of smoking in city vehicles, creation of a smoking cessation course, and notification of employees about the new policy. The committee recommended that enforcement should be accomplished through the procedure of progressive discipline followed in City of Seattle personnel cases.

On September 6, 1985, Local 17 Business Manager Michael Waske sent a letter to Rosmith, asserting that the formulation of any smoking policy must take place within the collective bargaining process. Waske reminded Rosmith that Local 17 did not believe the policy committee was a form of collective bargaining.

On September 25, 1985, the president of the Police Guild sent a letter to Councilman Hildt, opining that the smoking matter was a mandatory subject of collective bargaining and expressing concerns

---

[4] By this time, the committee consisted of 14 employees, including employees from bargaining units represented by each of the complainants herein.

about the adequacy of the smoking areas. He also stated his belief that the entire study process was biased in favor of a prohibition on smoking, without giving due consideration to those employees who continued to smoke.

On October 8, 1985, Hildt responded to the Police Guild's letter, stating that a member of the Police Guild took part in the committee process and supported the final recommendations. Hildt reiterated the employer's position that the committee's work was not collective bargaining. Hildt also stated that the policy had been reviewed by the Labor Policy Committee of the Seattle City Council, and that the personnel director had been directed to begin bargaining with all affected unions. Separately, but on the same day, Rosmith sent copies of two proposed ordinances to the unions.

On October 15, 1985, Rosmith and Hildt met with union representatives about the smoking policy. The meeting was described as "informational". The unions expressed concerns.

On October 16, 1985, the Police Guild sent another letter to Rosmith, asking, inter alia, whether the employer was claiming that the smoking issue was a permissive subject of bargaining.

On October 22, 1985, Rosmith sent a letter to all of the unions, explaining the results of the October 15, 1985 meeting. In that letter, he stated that the employer was prepared to bargain over implementation of the proposed city-wide smoking policy. He stated, however, that the employer was not necessarily agreeing that it was required to bargain over implementation of the policy. The same letter suggested that the unions create a committee to pursue concerns about the new policy. In the event that such a group could not be formed, the employer indicated that it was prepared to meet with each union individually.

On October 31, 1985, the Dispatchers' Guild sent a letter to Rosmith, seeking negotiations.

On December 27, 1985, Local 17 advised the employer, by letter, of its willingness to meet individually, or in a group.

On February 6, 1986, Rosmith sent a letter to all of the unions, again expressing the employer's preference for a single, city-wide smoking policy. He also re-stated the employer's willingness to meet with individual unions, to discuss concerns.

On February 10, 1986, the president of SPMA wrote to Rosmith, complaining about the approach taken concerning the smoking policy. The SPMA therein claimed that it had not been invited to any meetings to discuss the new policy, and it requested bargaining.

On March 4, 1986, the employer's director of labor relations wrote to the SPMA, reminding that union of the meetings set for discussion of the policy. He reiterated the employer's willingness to bargain the issue, but specifically reserved characterizing the issue as either a mandatory or permissive subject of bargaining.

Also on March 4, 1986, employees represented by Local 17 were notified that smoking would no longer be allowed at their work stations in the Municipal Building.

On March 14, 1986, Local 17 sent a letter to one of the city's labor negotiators, outlining specific changes that the union desired to see in the proposed smoking ordinance. The union requested that the policy not be used to discipline employees.

On March 19, 1986, the attorney for the SPMA sent a letter to the employer's director of labor relations, demanding bargaining over changes in smoking policies.

On April 7, 1986, Rosmith sent a letter to all department heads in which he explained the status of the smoking issue and detailed four areas that seemed to him to be of concern to the unions. He reminded the department heads that the issue was not settled, and that any modification in existing department smoking policies must be weighed carefully. Rosmith stated in that letter that the employer reserved the right to adopt a city-wide policy unilaterally, and that any legal challenges to that implementation would have to be addressed at a later time.

On July 31, 1986, Rosmith mailed copies of a modified smoking policy to the unions. A meeting was held on August 11, 1986, but the remaining issues were not resolved. After that meeting, the modified smoking policy was referred to the city council for final approval.

On August 13, 1986, Local 17 wrote to Rosmith, reiterating several concerns previously raised and specifically strenuously opposing the possibility of terminations of employment because of non-compliance with the new smoking policy.

On October 20, 1986, the Seattle City Council passed Ordinance No. 113148, codifying the modified no smoking policy. The Ordinance was to take effect in January, 1987.

On December 31, 1986, the secretary-treasurer of the Police Guild sent a letter to Rosmith, demanding bargaining on the matter.

On January 14, 1987, Rosmith sent a memorandum to all department heads and personnel representatives, discussing implementation of the new policy. He detailed the various forms of discipline that could be imposed if an employee violated the smoking policy. Specifically, full progressive discipline was to be followed after a 30-day "grace period".

On January 23, 1987, Rosmith responded to the Police Guild's December 31, 1986 letter, stating that the employer felt sufficient time had been spent and that implementation was appropriate.

DISCUSSION

The "Peculiar" Language of the Statute

In its petition for review, the employer argues that the imposition of its smoking policy was not a mandatory subject of collective bargaining, because of the "peculiar" language in the statutory definition of "collective bargaining". RCW 41.56.030(4) provides:

> DEFINITIONS. As used in this chapter:
>
> . . .
>
> (4) "Collective bargaining" means the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to make a concession unless otherwise provided in this chapter. (Emphasis added)

This "peculiar" language has been interpreted once judicially and once by an Examiner in proceedings before the Commission.

In City of Seattle v. Auto Sheet Metal Workers, et al., 27 Wn.App. 699 (Division I, 1980), the court interpreted the "peculiar" language to exclude a new set of City of Seattle personnel regulations from the coverage of "collective bargaining". It is undisputed that the case came before the court on a lawsuit filed by

the employer, without having been presented to the Public Employment Relations Commission in the setting of an unfair labor practice case, and thus without benefit of an interpretation of the statute by the state agency charged with the "uniform and impartial . . . efficient and expert administration" of public sector labor relations.[5] Moreover, it appears that the primary issue presented to the court in that case was procedural in nature, rather than substantive. For reasons set forth below, we believe that the court would have limited or withheld its comments on the "peculiar" language of RCW 41.56.030(4) if the issue had come before the court after having been given reasoned consideration by this Commission and having been fully briefed and argued by the parties. We strongly believe that the broad reading given to the "peculiar" language in Auto Sheet Metal Workers would eviscerate the collective bargaining rights of public employees in Washington, contrary to the intent of the Legislature and the several collective bargaining statutes it has enacted.

The apparent reach of the rationale set forth in Auto Sheet Metal Workers was recognized by the Examiner in City of Wenatchee, Decision 2216 (PECB, 1985), where a union's unfair labor practice charge concerning a unilateral change of promotional procedures was met with a defense that promotional procedures were not "peculiar" to the bargaining unit involved. Interpreting the same language relied upon by the City of Seattle in the cases now before the Commission, the Examiner in Wenatchee found that promotional exams for firefighters were a mandatory subject of bargaining. The Examiner pointed out that there were at least two plausible, but widely differing, interpretations of the "peculiar" language. While one of those would be consistent with labor relations practice and precedent, the other (which was endorsed by the employer there, as here) would have the effect of removing many

---

[5] RCW 41.58.005.

topics from the realm of mandatory "collective bargaining" simply because they apply, or could apply, to a broader range of employees than the bargaining unit seeking to bring the topic(s) to the bargaining table.

The task before us is to construe the statute. Whether accomplished by a court or by an administrative agency that is charged to bring its expertise with the particular subject matter to bear, the object of statutory interpretation is to ascertain and give expression to the intent of the Legislature. Service Employees International Union Local 6 v. Superintendent of Public Instruction, 104 Wn.2d 344 (1985). It is our duty, like that of a Court, to give effect to the intent and purpose of the legislation **as expressed in the act as a whole.** Condit v. Lewis Refrigeration Company, 101 Wn.2d 106 (1984).

In determining the Legislature's motive, great weight is given to statutory declarations of purpose.[6] In the situation at hand, RCW 41.56.010 contains the legislative declaration of purpose for the Public Employees' Collective Bargaining Act:

> RCW 41.56.010 DECLARATION OF PURPOSE.
> The intent and purpose of this chapter is to promote the continued improvement of the relationship between public employers and their employees by providing a uniform basis for implementing the right of public employees to join labor organizations of their own choosing and to be represented by such organizations in matters concerning their employment relations with public employers. [1967 ex.s. c 108 § 1.]

---

[6] Thus, while legislative declaration does not conclusively establish its legitimacy, the declaration is accepted unless it is shown to be arbitrary or unreasonable. Washington State Housing Finance Commission v. O'Brien, 100 Wn.2d 491 (1983).

When we consider the Public Employees' Collective Bargaining Act as a whole, we must consider that declaration of purpose together with RCW 41.56.905, which requires liberal construction of the statute to accomplish its manifest purpose.

With the singular exception of Auto Sheet Metal Workers, supra, the courts of this state have given Chapter 41.56 RCW an expansive reading. The decisions of the Supreme Court in Roza Irrigation District v. State, 80 Wn.2d 633 (1972), Zylstra v. Piva, 85 Wn.2d 743 (1975), Municipality of Metropolitan Seattle v. L&I, 88 Wn.2d 926 (1977), and Public Utility District No. 1 of Clark County v. PERC, 110 Wn.2d 114 (1988), have maximized the coverage of the statute, extending it into nooks and crannies of the public sector that had once thought themselves exempt from its broad terms. As pointed out in International Association of Fire Fighters v. City of Yakima, 91 Wn.2d 101 (1978), Chapter 41.56 RCW is "remedial" in nature. In view of the legislative purpose to implement the right of public employees to join and be represented by labor organizations, the Yakima court held that a broad construction of the "confidential" exclusion would not effectuate the Legislature's purposes, and so declined to adopt a broad exception to the general rule of collective bargaining. The provisions of Chapter 41.56 RCW having previously been liberally construed to effect its purpose, (Roza, supra,) the approach should be applied here.

We are assuming, for purposes of this discussion, that the "peculiar" language modifies only the words "working conditions"[7] in the

---

[7] Any broader interpretation leads to an oxymoron. Bargaining unit employees work for "wages", yet every employer has some person who works for it for "wages" but is not within a bargaining unit. Thus "wages" could never be a phenomenon "peculiar" to any particular bargaining unit. Thus, the logical extension of any broader reading would be to say that there is never a duty to bargain "wages".

statute, and does not refer back to modify any of the words prior to that in the statutory provision. We can hypothesize numerous multi-unit or employer-wide working conditions that could, under the rationale of Auto Sheet Metal Workers, supra, simply be excluded from mandatory subjects of bargaining. In Morris, The Developing Labor Law, (Second Edition, BNA Books, 1983) at Chapter 17 (pages 800 ff.), the authors discuss the numerous topics that fall within the phrase "other terms and conditions of employment" as used in the National Labor Relations Act. According to that authoritative source, the following are examples of topics that are so clearly recognized to be mandatory subjects of collective bargaining that "no discussion is required":

> Provisions for a grievance procedure and arbitration, layoffs and recalls, discharge, workloads, vacations, holidays, sick leave, work rules, use of bulletin boards by unions, change of payment from a weekly salary to an hourly pay rate, . . . performance of bargaining unit work by supervisors, employee physical examinations, and duration of the collective bargaining agreement.

Morris, at pp. 800 - 801.

Seniority, promotions and transfers have long been recognized as mandatory subjects of bargaining. United States Gypsum Company, 94 NLRB 112 (1951). In NLRB v. Andrew Jergens Company, 175 F.2d 130 (9th Circuit, 1949), the court held that union security provisions fall within the area of mandatory bargaining. Generally speaking, plant rules are considered mandatory subjects of bargaining. Schraffts Candy Company, 244 NLRB 581 (1979).[8] Safety and health regulations in the workplace have been held by the NLRB and

---

[8] Examples of such plant rules include those pertaining to lunch breaks, absenteeism and tardiness, dress codes, parking regulations, fighting, working overtime, and safety. See, Morris, supra, at page 809.

the courts to be mandatory subjects of bargaining, and not a matter of management prerogatives. An employer's concern about the use of illicit drugs in its workplace would seem to be at least as high, if not higher, than concerns about smoking by its employees. Nevertheless, the NLRB has recently ruled that drug testing of current employees is a mandatory subject of bargaining. Johnson-Bateman Co., 294 NLRB No. 67 (June 15, 1989). In summary, therefore, it is apparent that we can identify numerous examples of employment conditions that have been held by the NLRB and the courts to be mandatory subjects of collective bargaining, both prior to and since the adoption of the Public Employees' Collective Bargaining Act by our Legislature.

Chapter 41.56 RCW is patterned after the federal law and, except where there is a clear variance, it is our practice, and the practice of the Washington courts, to follow the precedents developed under the federal law in interpreting our state's collective bargaining statutes. WPEA v. Community College District 9, 31 Wn.App 203, 211 (1982).

The interpretation of a statute that should be adopted is the one that best advances the legislative purpose. State Department of Transportation v. State Employees Insurance Board, 97 Wn.2d 454, 645 P.2d 1076 (1982). To except from collective bargaining what would otherwise be mandatory subjects simply because they affect all (or at least a broader group) of the employer's employees defeats the broad, remedial purpose of the statute. Having considered the matter thoroughly, we do not believe that it was the intent of the Legislature, in including the "peculiar" language in the statute, to limit collective bargaining to issues arising ONLY within a particular bargaining unit. Thus, although the statutory construction suggested by the city may seem logical under the literal language of that provision, we believe it should not be adopted because it defeats the purpose of the statute.

If an act is subject to two interpretations, that interpretation which best advances the legislative purpose should be adopted. Matter of R., 97 Wn.2d 182, 641 P.2d 704 (1982). Like the Examiner in Wenatchee, we think the legislative intent was simply to limit the power of an exclusive bargaining representative to matters that involve members of the bargaining unit it represents. By implication, that limitation on the authority of unions gives them no "meddling rights" with regard to the wages, hours or working conditions of employees not within their bargaining unit, such as non-represented employees or employees represented by other unions.

The City of Seattle seems to have assumed that any interpretation of the "peculiar" language other than its own would lead to differing rules within the workplace. Such is not necessarily the case. Chapter 41.56 RCW merely protects the integrity of the bargaining process, and does not mandate any particular result or agreement as a result of collective bargaining. The latter concept is also embodied in RCW 41.56.030(4).

The Duty to Bargain Smoking Policies

We believe that the Examiner's decision in these cases is consistent with the decision of this Commission in Kitsap County Fire Protection District No. 7, Decision 2872-A (PECB, 1988). An employer is required to engage in bargaining on the imposition of a smoking policy, unless the employer can establish a compelling business need to restrict smoking in the work environment.[9] We do not believe the record in this case rises to a level of clarity

---

[9] City of Chehalis, Decision 2803 (PECB, 1987), which was decided by an Examiner and was not brought to this Commission for review, may present an example of such a situation. The facility in question in that case had such outdated ventilation systems that the employer's decision to prohibit smoking in the building may have been unquestionable.

sufficient to support a finding of business necessity or compelling need, particularly in view of the widely varied facilities and circumstances in which the employees of the City of Seattle, and of these bargaining units, put in their work time.

It is clear that the employer dealt with individual employees, rather than with the unions representing its employees, in the formulation of the smoking policy through the committee process outlined by Rosmith in February of 1985. The employer's own official denied that process was "collective bargaining". The employer's zeal for a uniform approach belies its readiness to meet its obligations under the statute to bargain the policy and its imposition with the unions that are the complainants here.

Moreover, even if an employer can establish that it had or has the right to unilaterally adopt a tobacco use policy, Chapter 41.56 RCW would still require that employer to bargain the effects or impacts such a policy would have on bargaining unit employees. City of Chehalis, Decision 2803 (PECB, 1987). In this case, the record does not demonstrate that the employer met its statutory bargaining obligations when the unions began to focus on "effects" issues, such as whether the smoking policy would be enforced by discipline.

The employer protests that its concern for the health of its employees was "of little importance" to the Examiner. The argument evidences the employer's purpose of doing something to "benefit" its employees,[10] without meeting its statutory duty to involve them through their chosen exclusive bargaining representatives. The Examiner and this Commission are charged with the responsibility of administering the Public Employees' Collective Bargaining Act. We do attempt to harmonize Chapter 41.56 RCW with the common law.

---

[10] "Benefits" are a mandatory subject of bargaining.

RCW 41.56.905. Our interpretation and application of the statute we administer cannot be overridden, however, by the possibility that one or more employees might sue an employer for negligence based upon some common law duty owed to them. Similarly, the threat of an employee lawsuit does not present a compelling need to restrict smoking in the workplace, any more than the possibility of a first amendment "freedom of religion" lawsuit should prevent this Commission from conducting hearings and rendering decisions enforcing the union security provisions of Chapter 41.56 RCW.

The employer's argument that affirmation of the Examiner's decision would leave the City of Seattle in an indefensible position is also not persuasive. The argument seems to be based upon the assumption that requiring the employer to bargain in good faith on this mandatory subject would inexorably lead to frustration of the city's intent to adopt a smoking policy. Such a result cannot be presumed. RCW 41.56.030(4). In fact, by following the collective bargaining process, it may well be that the city will be able to provide for some flexibility of policy, depending upon the ventilation systems in particular buildings, the percentages of smokers versus nonsmokers in a bargaining unit or facility, and other special situations that may be "peculiar" or unique to certain segments of its workforce. The employer has not persuaded this Commission that a smoking policy must be city-wide, without exception, for every employee or every class of employees in every facility or segment of the workforce.

Finally, in upholding the Examiner's decision that imposition of a smoking policy is a mandatory subject of bargaining, we are being consistent with the majority of the jurisdictions that have dealt with the issue. Rather than repeat the citations here, we refer to the Examiner and Commission's decision in Kitsap County Fire District No. 7, Decision 2871 and 2871-A (PECB, 1988).

NOW, THEREFORE, it is

ORDERED

1. The findings of fact, conclusions of law and order issued in these matters by Examiner Kenneth J. Latsch are affirmed and adopted as findings of fact, conclusions of law and order of the Commission.

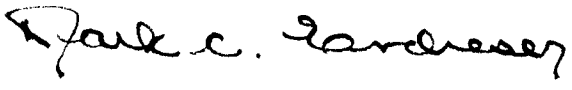
2. The City of Seattle shall notify each of the above-named complainants, in writing, within thirty days (30) following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide each of the above-named complainants with a signed copy of the notice required by the Examiner's Order.

3. The City of Seattle shall notify the Executive Director of the Public Employment Relations Commission, in writing, within thirty (30) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the Examiner's Order.

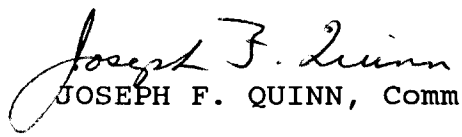
Issued at Olympia, Washington, this 26th day of July, 1989.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

JANE R. WILKINSON, Chairman



MARK C. ENDRESEN, Commissioner



JOSEPH F. QUINN, Commissioner