STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2898,	)	
Complainant,	)	CASE 19522-U-05-4955
vs.	)	DECISION 9526-A - PECB
CITY OF SEATTLE,	)	
Respondent.	)	DECISION OF COMMISSION

Schwerin Campbell Barnard, by *James H. Webster*, Attorney at Law, for the union.

Thomas Carr, City Attorney, by *Fritz E. Wollett*, Assistant City Attorney, for the employer.

This case comes before the Commission on a timely appeal filed by International Association of Fire Fighters, Local 2898 (union) seeking review and reversal of certain Findings of Fact, Conclusions of Law, and Order dismissing the complaints issued by Examiner Christy L. Yoshitomi. The City of Seattle (employer) supports the Examiner's decision to dismiss.[1]

ISSUES PRESENTED

1. Did the Examiner correctly dismiss the union's claim that the employer interfered with employee rights by interviewing bargaining unit employees in preparation for a grievance arbitration proceeding?

[1] *City of Seattle*, Decision 9526 (PECB, 2006).

2. Did the Examiner correctly dismiss the union's claim that the employer failed and refused to provide information that was necessary and relevant to collective bargaining?

We affirm the Examiner's ultimate decision to dismiss this allegation that the employer interfered with protected employee rights by interviewing employees in preparation for a grievance arbitration. Specifically, we find that the rights enunciated in *Johnnie's Poultry* Co., 146 NLRB 770 (1964), apply to employees covered by this state's collective bargaining laws. If an employer wishes to question a bargaining unit employee concerning subject matter that relates to the litigation of a grievance or unfair labor practice, the employer has an obligation to: 1) inform the employee of the purpose of the questioning; 2) assure the employee that no reprisal will take place regardless of whether or not they choose to participate in the questioning; and 3) inform the employee that participation in questioning is voluntary. However, the union failed to demonstrate by a preponderance of the evidence that the employer violated this requirement when it interviewed bargaining unit employees in preparation for an arbitration hearing.

With respect to the employer's obligation to provide the union with the requested information, based upon existing case law and the record before us, we reverse the Examiner's decision that the employer did not violate its duty to provide the union with necessary and relevant information to collective bargaining in violation of RCW 41.56.140(4). Much of the requested information, including witness lists and statements, was necessary for the administration of the collective bargaining agreement and not protected by the attorney work product privilege.

STANDARD OF REVIEW

This Commission reviews conclusions and applications of law, as well as interpretations of statutes, de novo. We review findings of fact to determine if they are supported by substantial evidence and, if so, whether those findings in turn support the Examiner's conclusions of law. *C-TRAN*, Decision 7088-B (PECB, 2002). Substantial evidence exists if the record contains evidence of sufficient quantity to persuade a fair-minded, rational person of the truth of the declared premise. *Renton Technical College*, Decision 7441-A (CCOL, 2002). Unchallenged findings of fact are accepted as true on appeal. *C-TRAN*, Decision 7088-B. The Commission attaches considerable weight to the factual findings and inferences, including credibility determinations made by its examiners. *Cowlitz County*, Decision 7210-A (PECB, 2001).

ISSUE 1 - Interference

Applicable Legal Standard

Chapter 41.56 RCW prohibits employer interference with the exercise of collective bargaining rights by employees. RCW 41.56.040. Included in those rights are the rights of employees to engage in union activity without threat of reprisal. RCW 41.56.140(1) enforces those statutory rights by establishing that an employer who interferes with, restrains, or coerces public employees in the exercise of their collective bargaining rights commits an unfair labor practice.

The burden of proving unlawful interference rests with the complaining party. An interference violation exists when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the protected union activity of the employee or other employees.

Kennewick School District, Decision 5632-A (PECB, 1996). The complainant is not required to show an intention or motivation to interfere on the part of the employer. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee was actually coerced or that the employer had a union animus for an interference charge to prevail. *City of Tacoma*, Decision 6793-A.

When evaluating whether or not an employer's questioning of an employee constitutes unlawful interrogation we must first look to the context of the questioning. The standards that apply to pre-disciplinary investigatory interviews conducted by an employer are not the same as the standards that apply to post-disciplinary interviews that are used to support an employer's legal case.

Johnnie's Poultry Rights

When an employer wishes to interview a bargaining unit employee in order to prepare for a grievance arbitration or other litigation the employer has an obligation to inform the employee of his or her rights. These rights, often referred to as *Johnnie's Poultry* rights, are named after the foundation NLRB case *Johnnie's Poultry Co.*, 146 NLRB 770 (1964), *enf. denied*, 344 F.2d 617 (8th Cir. 1965).[2]

In *Johnnie's Poultry*, the National Labor Relations Board (NLRB or Board) acknowledged that employers have a legitimate interest in interviewing employees in preparation for litigation. *Johnnie's Poultry* applies to employer interviews of bargaining unit employees involving "the investigation of facts concerning issues raised in a complaint where such interrogation is necessary in preparing the

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[2] Although the 8th Circuit refused to enforce the Board's order in *Johnnie's Poultry*, the case is still regarded by the Board as good law and has been consistently applied by the Board for over 40 years.

employer's defense for trial of the case." *Johnnie's Poultry*, 146 NLRB at 775. The Board continues to recognize the employee safeguards established in *Johnnie's Poultry* are a "well settled rule." *Aero Industries, Inc.*, 314 NLRB No. 123, 17 (1994). This Commission extends the same rights to bargaining unit employees who are being interviewed by an employer to prepare the employer's case for arbitration.

The following are the key elements of *Johnnie's Poultry* at 775:

> [T]he employer must communicate to the employee the purpose of the questioning, assure him that no reprisal will take place, and obtain his participation on a voluntary basis; the questioning must occur in a context free from employer hostility to union organization and must not be itself coercive in nature; and the questions must not exceed the necessities of the legitimate purpose by prying into other union matters, eliciting information concerning an employee's subjective state of mind, or otherwise interfering with the statutory rights of employees. When an employer transgresses the boundaries of these safeguards, he loses the benefits of the privilege.

In determining whether or not an employer has committed an interference violation the Commission also looks to the content of the employer's questions. As an Administrative Law Judge, whose decision was upheld by the Board, explained in *Armstrong Machine Company, Inc.*, 343 NLRB 1149, 1171-1172 (2004):

> The *Johnnie's Poultry* principle applies only when asking an employee a particular question which otherwise would violate the Act. A manager certainly does not have to assure an employee that his cooperation is voluntary before asking the employee about baseball scores, the weather, or what the employee would like to eat for lunch. Because such innocuous questions have nothing to do with employees' protected activity, they do not constitute unlawful interrogation and therefore do not require an exception to the rule forbidding unlawful

> interrogation. Thus, the starting point for any *Johnnie's Poultry* analysis must be determining whether asking a particular question ordinarily would constitute unlawful interrogation. If the question doesn't constitute unlawful interrogation, the whole Johnnie's Poultry analysis is unnecessary.

Application of Standard

The union is the exclusive bargaining representative of all supervisory uniformed personnel of the City of Seattle Fire Department holding the rank of battalion chief and deputy chief. In October 2004 the union filed a grievance over discipline of a bargaining unit battalion chief. The union and employer were unable to resolve the battalion chief's grievance and scheduled it for arbitration in June 2005. In May of 2005 the union learned that the employer, through its attorney Reba Weiss, had questioned at least two bargaining unit deputy chiefs in preparation for the upcoming arbitration.

The situation presented is clearly post-disciplinary, and the employer is seeking to vindicate its decision to discipline an employee. The union and employer were involved in an adversarial arbitration hearing. In such a proceeding the employer should treat bargaining unit employees as adverse witnesses. If an employer wishes to question a bargaining unit employee concerning subject matter that relates to the grievance, the employer has an obligation to advise that employee of his or her *Johnnie's Poultry* rights. Specifically, prior to the interview, the employer must: 1) inform the employee of the purpose of the questioning; 2) assure the employee that no reprisal will take place regardless of whether or not they choose to participate in the questioning; and 3) inform the employee that participation in questioning is voluntary.[3] If

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[3] Johnnie's Poultry rights only apply to pre-litigation interviews of bargaining unit employees. The employer

the employee agrees to participate, the questioning must not be itself coercive in nature.

Conclusion

In this case there is no dispute that the employer's attorney interviewed members of the union's bargaining unit. However, the record lacks direct evidence about the content of the interviews. None of the individuals who were present at the interviews testified at the hearing.

In order to find a *Johnnie's Poultry* interference violation, the union must prove that the employer asked employees questions relating to the grievance to be arbitrated or prove that questions were otherwise coercive. The union failed to present any such evidence and thus failed to establish a prima facie case.[4] Accordingly we reach the same conclusion as the Examiner, the interference allegation is dismissed.

ISSUE 2 - Duty to Provide Information

Applicable Legal Standard

Chapter 41.56 RCW governs the relationship between these parties. Under RCW 41.56.030(4), the parties have an obligation to negotiate in good faith. Under both federal and state law, this duty to

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may subpoena an employee for trial or hearing even if that employee declined to participate in earlier questioning. The employee would be treated as an adverse witness and would be obligated to comply with the subpoena.

[4] The employer's refusal to provide information did not prevent the union from having the ability to present evidence on the content of the interviews. The union had the opportunity to call witnesses and could have called one of the employees who was interviewed.

bargain includes a duty to provide relevant information needed by the opposite party for the proper performance of its duties in the collective bargaining process. *National Labor Relations Board v. Acme Industrial Co.*, 385 U.S. 432 (1967); *City of Bellevue*, Decision 3085-A (PECB, 1989), *aff'd, City of Bellevue v. International Association of Fire Fighters, Local 1604*, 119 Wn.2d 373 (1992). The obligation extends not only to information that is useful and relevant to the collective bargaining process, but also encompasses information necessary to the administration of the parties' collective bargaining agreement. *King County*, Decision 6772-A (PECB, 1999). "Requested information necessary for arguing grievances under a collective bargaining agreement, including that necessary to decide whether to proceed with a grievance or arbitration, must be provided by an employer." *King County*, Decision 6772-A, citing *Albertson's, Inc.*, 310 NLRB 1176 (1993).

In *King County*, Decision 6772-A, this Commission embraced the "discovery-type" standard used by the National Labor Relations Board to determine relevancy of requested information. Under this standard, as explained in *Maben Energy Corp.*, 295 NLRB 152 (1989):

> [A]n employer is obligated to provide a union with requested information if there is a probability that such data is relevant and will be of use to the union in fulfilling its statutory duties and responsibilities as the employees' exclusive bargaining representative. The issue in such a case is 'whether the requested information had probable and potential relevance to the union's statutory obligation to represent employees within the contractual units'; '[T]he fact the requested information may relate to employers and employees outside the represented bargaining unit does not by itself negate its relevance'; for, whatever the eventual merits of the union's claim that their contracts are being violated and their bargaining units unlawfully diminished, they are entitled to the requested information under the discovery type standard announced in *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967), to judge for themselves whether

> to press their claims in the contractual grievance procedure or before the Board or Courts. Citing *Associated General Contractors of California*, 242 NLRB 891 (1979), enfd. as modified 633 F.2d 766 (9th Cir. 1980) and *Electrical Energy Services*, 288 NLRB 925 (1988)."

A party that receives an information request has an obligation to respond and has the duty to explain any objection to the request. As the Commission explained in *Port of Seattle*, Decision 7000-A (PECB, 2000):

> The Commission expects that parties will negotiate solutions to any difficulties they encounter in connection with information requests. This is consistent with viewing the duty to provide information as part of an ongoing and continuous obligation to bargain. Although an employer may initially reply to an information request by claiming that compliance is difficult or not warranted, it must also explain its concerns to the union and make a good faith effort to reach a resolution that will satisfy its concerns and yet provide maximum information to the union. *City of Pullman*, Decision 7126 (PECB, 2000).

Application of Standard

The facts surrounding the union's information request can be broken down into the following sequence:

- On May 13, 2005, the union e-mailed the employer concerning the interviews of unit employees. The union requested "1) assurances that no further interviews will occur except as arranged through the Union, and 2) full disclosure of all interviewees, questions asked and information provided, and copies of all notes and statements." This letter constituted a request for information and triggered a bargaining obligation on behalf of the employer.

- On May 17 the employer faxed the union a letter stating, "[w]e will continue to contact bargaining unit members as necessary to prepare the case for trial. We will not disclose to you or your client any of the information gathered." The employer did not provide the union with any of the information it requested.

- On May 18 the union faxed the employer a letter arguing that the employer's May 17 letter was in violation of NLRB and PERC case law on information requests. The union cited cases and stated "[a]bsent an immediate and unequivocal change of posture by the City . . . Local 2898 will assume the City prefers that the Union seek outside direction to arrest the City's unlawful conduct."

- On June 1 the union filed the unfair labor practice complaint at issue in this case.

- On June 3 the employer faxed the union a letter addressing legal arguments the union had raised in its May 18 letter. The employer explained that "[t]he City does not interpret that obligation to require the employer to produce the notes of its attorneys taken during interviews, which are not being conducted to determine whether discipline should be imposed but rather to prepare for arbitration." The letter concluded by explaining:

> The City has provided you with all documents leading to the decision to discipline... It has not placed any restraints on the Union's ability to prepare its case. Presumably the Union has access to relevant witnesses as does the City and the same opportunity to evaluate the 'strengths and weaknesses' of the discipline to determine whether it should proceed to arbitration. The City is not required to disclose this information to the Union.

> This letter was the first time that the employer provided the union with an explanation of why it was not providing the information as requested.

The employer clearly declined to provide the union with the requested information. Furthermore, in initially denying the information request, the employer failed to give the union any explanation. The obligation to bargain in good faith requires an employer to provide the union with information as requested. If the employer believes that there is a valid reason that it should not have to provide the information as requested, the employer must inform the union of the reason. The requesting party needs to know the reason for the denial so it can attempt to negotiate a solution and avoid unnecessary litigation. The facts in this case illustrate why it is important for the party denying an information request to communicate its reasoning to the requesting party. Had the union known that the employer's concerns revolved around attorney work product privilege, the parties might have been able to work out a compromise. Here the employer's refusal coupled with its lack of explanation for its denial left the union with few options aside from filing a complaint.

It was only after the union filed this unfair labor practice complaint that the employer finally provided the union with an explanation for its refusal. Furthermore, the information requested by the union concerned a grievance and was presumptively relevant to contract enforcement. The employer violated RCW 41.56.140(4) by not communicating a reason for refusing to provide the union with requested information. However, our analysis of the refusal to bargain allegation does not stop here. It is also necessary to determine whether the union is entitled to the information.

The employer argues that it is not obligated to provide the union with any of the information it requested because the information is protected by attorney work product. In regards to attorney work product privilege, RCW 34.05.452 states in part:

> 1. The presiding officer shall exclude evidence that is excludable on constitutional or statutory grounds or on the basis of evidentiary privilege recognized in the courts of this state. The presiding officer may exclude evidence that is irrelevant, immaterial, or unduly repetitious.
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> 2. If not inconsistent with subsection (1) of this section, the presiding officer shall refer to the Washington Rules of Evidence as guidelines for evidentiary rulings.

Washington Courts recognize attorney work product privilege. CR 26 "General Provisions Governing Discovery" section (b)(4) states:

> (4) Trial Preparation: Materials. Subject to the provisions of subsection (b)(5) of this rule, a party may obtain discovery of documents and tangible things otherwise discoverable under subsection (b)(1) of this rule and prepared in anticipation of litigation or for trial by or for another party or by or for that other party's representative (including his attorney, consultant, surety, indemnitor, insurer, or agent) only upon a showing that the party seeking discovery has substantial need of the materials in the preparation of his case and that he is unable without undue hardship to obtain the substantial equivalent of the materials by other means. In ordering discovery of such materials when the required showing has been made, the court shall protect against disclosure of the mental impressions, conclusions, opinions, or legal theories of an attorney or other representative of a party concerning the litigation.
>
> A party may obtain without the required showing a statement concerning the action or its subject matter previously made by that party. Upon request, a person not a party may obtain without the required showing a statement concerning the action or its subject matter previously made by that person. If the request is

> refused, the person may move for a court order. The provisions of rule 37(a)(4) apply to the award of expenses incurred in relation to the motion. For purposes of this section, a statement previously made is (A) a written statement signed or otherwise adopted or approved by the person making it, or (B) a stenographic, mechanical, electrical, or other recording, or a transcription thereof, which is substantially verbatim recital of an oral statement by the person making it and contemporaneously recorded.

Information That Must Be Disclosed

The union requested the following information: full disclosure of all interviewees, questions asked and information provided, and copies of all notes and statements. The Examiner held that the information requested by the union was protected under attorney work product privilege and found that the union was not entitled to the information because the union had other means to obtain the information it requested. We disagree with the Examiner's conclusions that the union was not entitled to certain information.

Although Weiss, an attorney, interviewed witnesses, this does not necessarily make the information that she gathered privileged. By requesting full disclosure of all interviewees the union was, in effect, asking for the names of all of the employees the employer interviewed in preparation for the grievance arbitration hearing. The names of employee witnesses are not attorney work product. The employer had an obligation to provide the names of witnesses to the union. Knowing the identities of the witnesses is necessary to level the playing field, and the union needed to know the identities of the employees in order to have the ability to obtain substantially equivalent information.

With respect to the union's request for the questions the employer's attorney asked bargaining unit employees, the timing of events will determine whether or not the information is

disclosable. The union asked for the information provided by the employee witnesses and copies of all notes and statements. With respect to any information collected by Weiss leading up to the imposition of discipline, this information is relevant to grievance processing and contract enforcement. As explained in CR 26 "General Provisions Governing Discovery" section (b)(4), witness statements that are signed or otherwise adopted or approved by the person making the statements are not protected by attorney work product privilege. If the employer has any signed witness statements it must provide the union with the statements in their entirety.

Where a party refuses to provide what is thought to be necessary and relevant collective bargaining information on the basis of attorney-client or work product privilege, an examiner will conduct an *in camera* review of the attorney's notes and work to determine what information should be redacted in order to preserve attorney work product privilege. A party who is found to have unlawfully relied upon the attorney work product privilege to keep otherwise legitimately disclosable collective bargaining information from the opposing party will be found to have committed an unfair labor practice. Additionally, the violating party will also have an obligation to provide the agency examiner with a copy of all notes and statements from interviews so that the examiner can make an *in camera* inspection of any necessary and relevant documents to determine what privileged information needs to be redacted before transmission of the requested document to the complaining party.

Information That Need Not Be Disclosed

However, questions asked to witnesses in preparation for an arbitration hearing, after imposition of the challenged discipline, are not relevant to collective bargaining, and in a collective bargaining context are protected by attorney work product privi-

lege. Additionally, the notes taken by the employer's attorney are distinct from signed witness statements. An attorney's notes, including those from investigational interviews, may contain mental impressions, conclusions, opinions, or legal theories. Absent satisfaction of showing both a substantial need for the information and that the requesting party is unable to obtain the substantial equivalent of the information by other means, there is no obligation for disclosure of information that is protected by the attorney work product privilege.

Conclusion

The employer committed a violation of RCW 41.56.140(4) by not informing the union of the reasons for not providing the requested information. The employer also violated RCW 41.56.140(4) by refusing to provide the union with requested information that was relevant to collective bargaining and contract enforcement. Specifically, the employer should provide the union with the names of all interviewees who were members of the bargaining unit, copies of bargaining unit employees' statements, and redacted copies of the employer attorney's notes from interviews with bargaining unit employees that occurred prior to the arbitration hearing.

NOW, THEREFORE, the Commission makes the following:

AMENDED FINDINGS OF FACT

1. The City of Seattle is a public employer within the meaning of Chapter 41.56 RCW.

2. The Seattle Fire Chiefs Association, Local 2898, International Association of Fire Fighters, a bargaining representative within the meaning of Chapter 41.56 RCW, is the exclusive

bargaining representative of all supervisory uniformed personnel employed by the Seattle Fire Department.

3. The employer and union were parties to a collective bargaining agreement in effect through December 31, 2004, and have continued in this relationship.

4. In October 2004, the union filed a grievance on behalf of a bargaining unit member. The grievance asserted the employer imposed discipline without just cause. The grievance proceeded to arbitration.

5. In preparation for the grievance arbitration referenced in Finding of Fact 4, the employer's attorney interviewed three members of the same bargaining unit.

6. On May 13, 2005, the union requested, via e-mail, that the employer provide it with full disclosure of all interviewees, questions asked and information provided, and copies of all notes and statements relating to the arbitration of the grievance referenced in Finding of Fact 4.

7. On May 17, 2005, the employer faxed the union a letter in response to the information request referenced in Finding of Fact 6. The letter stated that the employer "will not disclose to you or your client any of the information gathered." The employer did not provide the union with any of the information it requested and did not provide the union with a reason for its refusal.

AMENDED CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in the matter pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.

2. The employer did not interfere with employee rights in violation of RCW 41.56.140(1) by interviewing bargaining unit members in preparation for a grievance arbitration.

3. The employer refused to bargain in violation of RCW 41.56.140(4) by not informing the union of its reasons for refusing to provide the requested information.

4. The employer violated RCW 41.56.140(4) by refusing to provide the union with requested information that was relevant to collective bargaining and contract enforcement.

AMENDED ORDER

The City of Seattle, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Failing to inform the union of the reason why the employer is refusing to provide the union with information it requested.

   b. Refusing to provide the union with information it requested when that information is necessary and relevant to collective bargaining.

c. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

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

a. Upon request by the union, the employer will provide the union with the names of all interviewees who were members of the bargaining unit, questions asked to unit employees and copies of unit employees' statements. Should the union request the notes taken during the pre-discipline interviews of bargaining unit employees, the employer will provide the Compliance Officer with a copy of any notes taken. If necessary, the Compliance Officer will conduct an *in camera* review and will redact information protected by attorney work product privilege. The redacted version will be provided to the union.

b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the City Council of the City of Seattle, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

d. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice attached to this Order.

e. Notify the Compliance Officer of the Public Employment Relations Commission, in writing, within 20 days following the date of this Order, as to what steps have been taken to comply with this Order, and at the same time provide the Compliance Officer with a signed copy of the notice attached to this Order.

Issued at Olympia, Washington, the 14th day of January, 2009.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

PAMELA G. BRADBURN, Commissioner

THOMAS W. McLANE, Commissioner

COLLECTIVE BARGAINING

PERC

STATE OF WASHINGTON

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY failed to provide the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2898 with relevant and necessary collective bargaining information relating to an investigation of a bargaining unit employee.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL respond to union information requests in a timely manner.

WE WILL provide the union with any and all necessary collective bargaining information that is not protected by the attorney-client privilege or work product privilege.

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DATED: _____

CITY OF SEATTLE

BY: _____
Authorized Representative

DO NOT POST OR PUBLICLY READ THIS NOTICE. AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.