STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SEATTLE POLICE DISPATCHERS' GUILD, Complainant,	)	CASE 18113-U-04-4647
vs.	)	DECISION 8916 - PECB
CITY OF SEATTLE, Respondent.	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Cline & Associates, by *James M. Cline*, Attorney at Law, for the union.

City Attorney Thomas A. Carr, by *Angelique M. Davis*, Assistant City Attorney, for the employer.

On January 2, 2004, the Seattle Police Dispatchers' Guild (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission, naming the City of Seattle (employer) as respondent. The employer operates a communications center which receives and dispatches calls concerning police department matters. The union is the exclusive bargaining representative of police communications dispatchers and analysts working in the communications center. The union and employer were parties to a collective bargaining agreement with a term of January 1, 2002, through December 31, 2004.[1]

The controversy in this matter concerns an alleged unilateral change in working conditions and circumvention of the union when

[1] Whether the parties have executed a subsequent collective bargaining agreement is not part of this record.

the employer changed requirements for the position of Police Communications Dispatcher I.

The complaint was reviewed under WAC 391-45-110, and a preliminary ruling finding a cause of action was issued on February 23, 2004. Examiner Martha M. Nicoloff convened a prehearing conference on April 12, 2004, during which the parties agreed to file for summary judgment. A briefing schedule was agreed upon, and both parties filed final briefs in accordance with that schedule in July 2004.

ISSUES PRESENTED

1. Is summary judgment appropriate in this case?
2. Was the change in requirements for Police Communications Dispatcher I a change in pre-employment requirements only, or did it also establish an ongoing employment condition?
3. If the change established an ongoing employment condition, was it a mandatory subject of bargaining?
4. If there was an obligation to bargain, did the union waive its bargaining rights?
5. Did the employer circumvent the union when it changed the requirements for Dispatcher I?
6. What is the appropriate remedy?

ANALYSIS

Issue 1: Is summary judgment appropriate?

The rule governing the conditions for summary judgment is found in WAC 10-08-135, which provides that summary judgment may be granted if there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law.

The Commission has consistently noted that granting a motion for summary judgment cannot be taken lightly, as summary judgment involves making a decision without a full evidentiary hearing and record. Where the parties agree to the appropriateness of summary judgment, it is normally granted unless the record reveals factual disputes. *Snohomish County*, Decision 8733 (PECB, 2004). In its recent decision in *State - General Administration*, Decision 8087-B (PSRA, 2004), the Commission reviewed its summary judgment standard, particularly focusing on the meaning of "material fact." Noting that a material fact is one upon which the outcome of litigation depends, the Commission held (following the standard applied by the Supreme Court of the State of Washington) that a motion for summary judgment will not be granted if reasonable people might reach different conclusions as to the material facts.

In the case at hand, the parties agreed to submit the matter to the Examiner for summary judgment, and both asserted in briefs that summary judgment is appropriate. After reviewing the record, the Examiner finds no genuine issue as to any material fact. Summary judgment is granted.

Issue 2: Was the change in requirements for Dispatcher I a change in pre-employment requirements only, or did it also establish an ongoing condition of employment?

The employer asserts that the change was to pre-employment requirements, and involved applicants for employment who were not yet represented by the union, thus making the matter outside of any requirement for bargaining. The union claims that the change applied to both pre-employment and ongoing requirements for Dispatcher I.

The legal standard - Numerous decisions of the Commission and its examiners hold that matters pertaining solely to applicants for

employment are not mandatory subjects of bargaining. *City of Kirkland*, Decisions 6949, 6949-A (PECB, 2000); Decision 7126 (PECB, 2000).

On the other hand, matters which apply to applicants and new hires, but which also become conditions of continuing employment, may be mandatory subjects of bargaining. *See Kitsap Fire District 7*, Decisions 2872, 2872-A (PECB, 1988) (in which pre-hire smoking and residency requirements were found to be ongoing conditions of employment for bargaining unit employees); *City of Olympia*, Decision 3194 (PECB, 1989) (in which new physical fitness standards were determined to establish an ongoing employment condition).

Application of the standard to the facts presented here reveals that the change instituted by the employer was a change to ongoing conditions of employment, as well as a change in recruitment standards.

Dispatcher I is the entry level job classification in the communications center. A primary distinction between that class and Dispatcher II is that Dispatcher II employees must be able to perform radio dispatching to patrol officers in the field as well as to handle incoming calls from the public, while Dispatcher I employees do not do any radio dispatching.[2] Classification descriptions in effect on or about August 20, 2003, reflect the requirement that a Dispatcher II be able to operate a "zone radio," while Dispatcher I had no such requirement.

For whatever reason, many employees in the Dispatcher I classification have historically chosen not to become trained in radio

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[2] The difference in duties is reflected in the working titles for the two classifications: a Dispatcher I is commonly called a "call receiver," while a Dispatcher II is called a "dispatcher."

dispatching. Both parties agree that has contributed to issues of staffing the communications center.

Beginning in August 2003, the employer began requiring that an individual who accepted employment as a Police Communications Dispatcher I agree to attend training and become qualified in radio dispatching after beginning employment. That requirement was set forth in "final offer of employment" letters, which also included such information as the date on which the individual was to start work, the starting pay, and timing of the probationary period. The letters noted: "*As a condition of employment* you are required to work rotating shifts and mandatory overtime. You are also required to attend radio training and become qualified as a radio dispatcher. Please note that these requirements are *essential functions* of Dispatcher positions." (emphasis added).

The employer has not applied the requirement to become radio qualified to any Dispatcher I hired prior to August 2003.

If the employer had altered its requirements for Dispatcher I to require that *applicants* hold some sort of certificate or license in radio dispatching or pass a pre-employment test for proficiency in dispatch skills, the analysis of this issue would end right here. However, the change made by the employer meant that individuals who accepted Dispatcher I positions in August 2003 or thereafter also agreed to become qualified in radio dispatching once their employment had commenced. The employment offer letters specifically pointed out that becoming radio qualified was an "essential" function of Dispatcher positions.

The circumstances of this case are thus analogous to those in *Kitsap Fire District 7,* Decisions 2872, 2872-A, in which job applicants had to agree to fulfill non-smoking and residency

requirements in order to be hired, but also had to continue to be non-smokers and reside in the required area after they became employees of the fire district. In the situation presented in this case, applicants had to agree to undergo training and become qualified as radio dispatchers after they became bargaining unit employees. As both the Examiner and the Commission noted in the *Kitsap* cases, "new hires" become "existing employees" with all statutory protections as soon as they begin employment, and any ongoing condition of employment becomes a matter which may be subject to the obligation to bargain. Although the letters outlining the requirements were sent to applicants, not employees, the employer's own words in those letters made it clear that the requirement to become radio qualified was an ongoing condition of their subsequent employment.

Issue 3: If the change established an ongoing condition of employment, was it a mandatory subject of bargaining?

The legal standard - The obligation to bargain arises out of RCW 41.56.030(4), which requires parties to meet and negotiate in good faith "with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions . . ." The decision as to whether a particular issue is a mandatory subject of bargaining is a question of law and fact to be determined by the Commission. WAC 391-45-550.

In deciding whether an issue is a mandatory subject of bargaining, the Commission determines whether the issue directly impacts the wages, hours, or working conditions of bargaining unit employees. *City of Anacortes*, Decision 5668 (PECB, 1996). Even where the issue does not directly affect wages, hours, or working conditions, the Commission has applied a balancing test, in which the employer's need for entrepreneurial control is weighed against the interest of employees in their terms and conditions of employment.

City of Kirkland, Decision 6949-A. Long-standing Commission precedent holds that where an employer decision is at the core of entrepreneurial control or involves a fundamental change in the scope, nature or direction of the organization, the matter is not a mandatory subject, and there is no duty to bargain. *Federal Way School District*, Decision 232-A (EDUC, 1977). Even if a *decision* does not require discussion with or concurrence by the union, the employer must bargain the *effects* of such a decision if there is a substantive impact on the wages, hours or conditions of employment of bargaining unit employees. *Spokane County Fire District 9*, Decision 3661-A (PECB, 1992).

Job requirements as various as non-smoking, residency, and emergency response time standards have been held to be mandatory subjects of bargaining. *Kitsap Fire District 7*, Decision 2872-A; *Pierce County Fire District 3*, Decision 4146 (PECB, 1992). Policies concerning drug and alcohol use by employees have been determined to be mandatory subjects of bargaining. *City of Tacoma*, Decision 4539-A (PECB, 1994). Matters involving discipline and discharge are mandatory subjects of bargaining, because they affect job tenure and retention. *City of Seattle*, Decision 6662 (PECB, 1999); *City of Pullman*, Decision 8086 (PECB, 2003). A plan establishing new performance standards was found to be a mandatory subject of bargaining in *City of Bremerton,* Decision 5898 (PECB, 1997). On the other hand, establishment of a requirement that employees become qualified to operate an automatic defibrillator was found not to be a mandatory subject in *King County Fire District 16*, Decision 3714 (PECB, 1991).

Application of the standard to this situation establishes that the change in ongoing job requirements for Dispatcher I employees is a mandatory subject of bargaining because it directly impacts the wages, hours, and working conditions of bargaining unit employees.

The record in this matter indicates that the requirement to become radio qualified as a Dispatcher I significantly impacts matters of tenure and job retention, as well as having possible disciplinary impacts and impacts on wages and hours due to staffing and overtime issues. That alone establishes the decision and its effects as mandatory subjects of bargaining.

Requiring Dispatcher I employees to become radio trained did not involve a change in the fundamental nature of the goals or work of the communications center. Nor does the record indicate that the establishment of that requirement constituted a fundamental change in the scope, nature, or direction of the communications center. Whether the new requirement involved matters at the core of entrepreneurial control requires more analysis.

The employer asserts that instituting the new requirement involved a decision about the level of 911 emergency service to the public. It claims that it decided to change job requirements in order to provide more staffing flexibility, reduce mandatory overtime assignments for all employees, reduce stress levels, and create a larger pool of potential candidates for promotion to Dispatcher II.

Only individuals who are radio trained may fill in as Dispatcher IIs when Dispatcher IIs are on vacation or sick leave, or when additional personnel are needed to meet mandatory staffing levels. Because there have been staffing shortages, and because many Dispatcher I employees have in the past chosen not to become radio qualified, the result of that requirement has been frequent mandatory overtime assignments. The employer believes that employee stress has increased in consequence, which can affect the quality of service to the public. The union agrees that there have been frequent issues concerning overtime and staffing, but asserts that those issues have been due to an unattractive wage rate and greater job stress at the Dispatcher II level.

Several prior decisions of the Commission and its Examiners are instructive in analysis of the "service to the public" issue presented here. In *Kitsap Fire District 7*, Decision 2872-A, involving non-smoking and residency requirements, the Commission spoke to the same type of reasons for changing job requirements raised by the employer in this matter. The Commission noted in *Kitsap* that whether tobacco use leads to illness and health insurance claims, or whether proximity to the workplace allows a quicker response to emergency call-outs, are not questions which are relevant to a determination of the mandatory nature of a bargaining subject. Rather, the question concerning the mandatory nature of an issue goes to the impact on employee wages, hours, and working conditions. The Commission found in *Kitsap* that both the decisions to institute those requirements and their effects were mandatory subjects of bargaining. Similarly, in this matter, although reduction of stressors which could impact service levels may be a laudable goal, it does not trump the clear impact of the change in job requirements on employee wages, hours, and working conditions.

In *City of Olympia*, Decision 3194 (PECB, 1989), one of the Commission's Examiners held that a physical fitness requirement was a mandatory subject of bargaining. In that matter, the employer instituted a requirement that employees hired after a specific date meet and maintain physical fitness and health standards throughout their employment, or be subject to disciplinary action. Although acknowledging that there could be sound reasons for such a requirement, the Examiner (citing *Kitsap Fire District 7*, Decision 2872-A) found that the decision and its effects were mandatory subjects of bargaining, again because of the impacts on employees. A requirement for maintenance of radio qualification is no less a condition of employment than is maintenance of certain fitness levels.

The employer attempts to distinguish *City of Olympia*, Decision 3194 by arguing that it has not asserted disciplinary sanctions with respect to the requirement to become radio trained, as the employer did in that case. The Examiner does not find this claim persuasive. First, the wording of the employment offer letters can reasonably be read to mean that becoming radio qualified is no less a condition of employment than working rotating shifts and mandatory overtime. An employee who refused to work rotating shifts or mandatory overtime could surely be subject to discipline; impliedly, the same would be true of an employee who refused or was unable to comply with the requirement to become radio qualified. Moreover, while this record includes assertions by employer officials that new Dispatcher I employees are not required to promote to Dispatcher II in order to retain employment, no such statement is proffered exempting employees from discipline or discharge if they are unable to become radio qualified. Significantly, the supplemental declaration of Theodore Jacoby, communications center director, refers to the need for a "process for just cause termination" as a possible effect of the requirement for radio training. No process for termination would be necessary unless termination is a possible outcome of an employee's failure to become radio qualified. The record supports a conclusion that an employee's failure to become radio qualified could result in discipline or discharge.

This case can also be distinguished from *King County Fire District 16*, Decision 3714, in which the imposition of mandatory training and certification requirements on bargaining unit employees was determined not to be a mandatory subject of bargaining. That case involved the employer's decision to require employees to become certified to operate an automatic defibrillator. In *King 16*, the employer already required that its employees be proficient in operating a manual defibrillator; the change did not, therefore, establish a completely new requirement. Further, the record in

King 16 indicated that training on the new device could be obtained in one four-hour class, and maintenance of the certification could be accomplished with a quarterly time expenditure of between 15 minutes and three hours. No inference of such limited impact is available on this record. In *King 16*, it was the employer's policy to allow employees to train and retrain until they were able to pass the certification test. This record is devoid of any information of a similar policy. In fact, as noted, in the case at hand, discipline or discharge is a possible result of an employee's inability to become radio qualified.

The impact on employees of establishing the requirement to become radio qualified is clear. Both the decision and its effects require bargaining.

Issue 4: Did the union waive its right to bargain?

The employer makes no claim of having offered to bargain its decision to change Dispatcher I job requirements. However, the employer does assert that it offered to bargain the effects of that decision in October and November 2003, but that the union did not respond to that offer. Implicit in the employer's assertion is a claim that the union waived by inaction its right to bargain over the effects of the employer's decision.

The legal standard on the obligation to bargain requires that an employer proposing a change to a mandatory subject of bargaining give notice and opportunity to bargain to the exclusive bargaining representative of its employees prior to making any change. *City of Anacortes*, Decision 6863-B (PECB, 2001); *Port of Seattle*, Decision 7271-B (PECB, 2003). Parties to a collective bargaining relationship are expected to bargain in good faith to impasse or agreement. *Federal Way School District*, Decision 232-A; *Grant*

County Public Hospital District 1, Decision 8460 (PECB, 2004). Even where a good faith impasse has been reached, an employer under the jurisdiction of Chapter 41.56 RCW may not implement any changes in terms and conditions of employment until one year after expiration of the current collective bargaining agreement between the parties. RCW 41.56.123.[3] A long line of cases holds that a union presented with a *fait accompli* is not required to make a bargaining demand in order to preserve its rights. *Washington Public Power Supply System*, Decision 6058-A (PECB, 1998); *Clover Park Technical College*, Decision 8534-A (PECB, 2004).

Application of the standard reveals that the union did not waive its right to bargain.

The employer first informed the union of its desire to change requirements for Dispatcher I during the course of a meeting convened as a contract wage reopener on January 24, 2003. Both parties agree that the union raised concerns at that meeting. The union asserts that it told the employer that mandatory subjects requiring bargaining were involved. The employer recalls the union asserting that changes to the contract would be necessary.

The parties met again on June 23, 2003. The union again raised concerns. The union recalls the employer saying during both the January and June 2003 meetings that it would "get back" to the union about its concerns, but that it did not do so. Although the employer recalled the union expressing a need for contract language changes, it asserts that the union never provided promised information to the employer about any such changes.

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[3] Additional requirements are in place in that chapter for bargaining units of employees subject to interest arbitration.

Following the change in requirements in August 2003, the parties exchanged correspondence. On September 28, 2003, union president Scott Best sent an e-mail to the employer, indicating that he had heard a rumor that the employer had changed or was about to change conditions of employment for new employees. In a subsequent conversation with Best, employer negotiator Fred Treadwell verified that a change had been made. On October 10, 2003, Best sent an e-mail to Treadwell indicating that the union had been advised "after the fact" that new employees were being told that they would need to complete radio training within a designated period or face termination. Best indicated that the union did not waive its right to "bargain the impacts of this change." In an e-mail response on October 10, 2003, the employer told the union that it would bargain the effects of the change, but that it would not bargain its decision. On November 12, 2003, the union's attorney sent a letter to the employer asking that the employer roll back the changes, and indicating the union's belief that both the decision and its effects required bargaining. The employer reiterated its offer to bargain effects in correspondence dated November 19, 2003.

The "waiver" issue raised by the employer is whether the union's lack of response to the employer's October and November 2003 offers to bargain effects constituted a waiver of bargaining rights by inaction. It did not.

The employer made a unilateral change to a mandatory subject of bargaining when it established new conditions of continuing employment for Dispatcher I employees hired after August 2003. The union was thus presented with a *fait accompli,* relieving it of any obligation to make a demand to bargain. The employer's subsequent offers to bargain effects do not cure the initial implementation.

Issue 5: Did the employer circumvent the union when it changed the requirements for Dispatcher I?

The legal standard on circumvention holds that an employer that bypasses the exclusive bargaining representative of its employees and deals directly with the employees themselves on mandatory subjects of bargaining, commits an unfair labor practice. *City of Pasco*, Decision 4197-A (PECB, 1994); *Whatcom County*, Decision 7244-A (PECB, 2003).

Application of the standard reveals that the employer did not circumvent the union in changing the requirements for Dispatcher I. There is no evidence on this record that the employer directly contacted Dispatcher I employees concerning establishment of the new requirement. The direct contact between employer and individuals occurred before those individuals became bargaining unit employees. Although the employer made a unilateral change to working conditions, it did not do so by direct dealing with bargaining unit employees, and is not guilty of circumvention of the exclusive bargaining representative.

Issue 6: What is the appropriate remedy?

Posting of a notice, reading such a notice into the record of an appropriate public meeting, restoration of the *status quo ante*, and making affected employees whole are the usual remedies when violations of RCW 41.56.140(4) and (1) have been found as a result of a unilateral change to a mandatory subject of bargaining, and will be ordered in this case.

The union also requests the payment of attorney's fees and costs. That request is denied. The Commission has awarded attorney's fees in cases in which violations are flagrant, defenses raised are

frivolous, or there is a pattern of repetitious or egregious conduct. *Skagit County*, Decision 8886 (PECB, 2005) and decisions cited therein. In the circumstances in this case, the conditions necessary for the award of attorney's fees and costs are absent.

FINDINGS OF FACT

1. The City of Seattle is a public employer within the meaning of RCW 41.56.030(1).

2. The Seattle Police Dispatchers' Guild is a bargaining representative within the meaning of RCW 41.56.030(3), and represents a bargaining unit of police communications dispatchers and analysts employed by the City of Seattle.

3. At the time the controversy arose in this matter, the employer and the union were parties to a collective bargaining agreement with a term of January 1, 2002, through December 31, 2004, which covered the dispatcher bargaining unit.

4. Police Communications Dispatcher I is the entry level job classification in the dispatcher series. Employees in that classification handle incoming calls from the public. A primary distinction between the Police Communications Dispatcher I and Police Communications Dispatcher II job classifications is that Dispatcher II employees must be able to dispatch to patrol officers in the field and operate a "zone radio," while Dispatcher I employees do not perform radio dispatching.

5. Historically, many Dispatcher I employees have chosen not to become trained in radio dispatching. This has contributed to staffing and overtime issues in the communications center.

6. In August 2003, the employer unilaterally instituted a new requirement that individuals hired into the Dispatcher I job classification must agree to undergo training and become qualified as radio dispatchers after they began employment. Final offer of employment letters set forth that requirement and stated that attending training and becoming radio qualified were essential functions of Dispatcher I positions. The change in job requirements was a change to ongoing conditions of employment as well as to recruitment standards, and applied to employees in the bargaining unit represented by the union.

7. Dispatcher I employees hired after August 2003 are subject to discipline or discharge from employment if they are unable to become radio qualified. The requirement to become radio qualified significantly impacts matters of discipline, tenure, and job retention for those employees.

8. Only employees who are radio trained may fill in for Dispatcher II employees when additional personnel are needed to staff the communications center. That requirement has historically resulted in mandatory overtime assignments for many bargaining unit employees. Requiring individuals hired as Dispatcher I employees after August 2003 to become radio trained and qualified has the potential to impact staffing and overtime issues for all dispatchers employed in the communications center.

9. The change in job requirements outlined in paragraph 6 did not involve a change in the fundamental nature of the goals or work of the communications center, nor did it involve a fundamental change in the scope, nature, or direction of the communications center.

10. Prior to making the change in job requirements outlined in paragraph 6, the employer did not give notice and opportunity to bargain the decision and its effects to the exclusive bargaining representative. In October 2003, shortly after learning that the change had been made, the union advised the employer of its desire to bargain the effects of the change. The employer indicated its willingness to bargain the effects, but refused to bargain concerning the decision. In November 2003, the union requested that the employer roll back the change, and advised the employer of its claim that both the decision and its effects were mandatory subjects of bargaining.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW, Chapter 10-08 WAC, and Chapter 391-45 WAC.

2. No material issues of fact are contested in this matter, so that summary judgment is appropriate under WAC 10-08-135.

3. The decision to change job requirements for Police Communications Dispatcher I employees outlined in paragraph 6 of the foregoing findings of fact, and the effects of that decision, are mandatory subjects of collective bargaining because of their direct impact on the wages, hours, and working conditions of bargaining unit employees.

4. By its actions described in paragraph 6 of the foregoing findings of fact, the employer violated its obligation to bargain in good faith in accordance with the provisions of RCW 41.56.140(4) and interfered with the exclusive bargaining

representative of its employees in violation of RCW 41.56.140(1).

5. By its actions described in paragraph 6 of the foregoing findings of fact, the employer presented the union with a *fait accompli*, relieving the union of an obligation to demand bargaining.

6. By its actions described in paragraph 6 of the foregoing findings of fact, the employer did not circumvent the exclusive bargaining representative in violation of RCW 41.56.140(4) and (1).

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. Refusing to bargain collectively with the Seattle Police Dispatchers' Guild, as the exclusive bargaining representative of the bargaining unit described in paragraph 2 of the foregoing findings of fact.

   b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights secured by 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. Restore the *status quo ante* by reinstating the wages, hours and working conditions which existed for the employees in the affected bargaining unit prior to the unilateral change found unlawful in this order.

b. Notify each employee hired as a Police Communications Dispatcher I in August 2003 or thereafter of the restoration of the *status quo ante,* and further notify each such employee that the employer will not enforce any new conditions of employment without first having fulfilled its bargaining obligations under this order.

c. Give notice to and, upon request, negotiate in good faith with the Seattle Police Dispatchers' Guild, before changing the job requirements for Police Communications Dispatcher I.

d. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix." Such notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

e. Read the notice attached to this order 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.

f. 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.

g. Notify the Executive Director 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 Executive Director with a signed copy of the notice attached to this order.

Issued at Olympia, Washington, this 20th day of April, 2005.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARTHA M. NICOLOFF, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL NOT breach the obligation of good faith bargaining imposed by RCW 41.56.140(4) of the Public Employees' Collective Bargaining Act by unilaterally implementing changes to ongoing job requirements for Police Communications Dispatcher I employees hired in August 2003 or thereafter.

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.

WE WILL restore the *status quo ante* by reinstating the wages, hours, and working conditions which existed prior to the unlawful unilateral change to ongoing job requirements for Police Communications Dispatcher I.

WE WILL give notice to, and upon request, negotiate in good faith with the Seattle Police Dispatchers' Guild before changing the job requirements for Police Communications Dispatcher I.

DATED: _____

CITY OF SEATTLE

BY: _____
Authorized Representative

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300.