STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

SEATTLE POLICE OFFICERS' GUILD, Complainant,	)	CASE 21510-U-08-5479
vs.	)	DECISION 10249 - PECB
CITY OF SEATTLE, Respondent.	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Aitchison & Vick, by *Hillary H. McClure*, Attorney at Law, for the union.

City Attorney Thomas A. Carr, by *Jennifer K. Schubert*, Assistant City Attorney, for the employer.

On February 5, 2008, the Seattle Police Officers' Guild (union) filed an unfair labor practice complaint against the City of Seattle (employer). The complaint alleges employer refusal to bargain in violation of RCW 41.56.140(4) and interference with employee rights in violation of RCW 41.56.140(1), by refusal to provide relevant information requested by the union for a grievance. The Commission appointed Jamie L. Siegel as the Examiner. Counsel for the parties requested a September 2008 hearing date and I held the hearing on September 23, 2008. The parties filed post-hearing briefs on November 10, 2008.

ISSUE

Did the employer interfere with employee rights and refuse to bargain when it failed to provide information in response to the union's request until nearly one year after the request?

Based on the totality of the evidence, I find that the employer violated RCW 41.56.140(1) and (4) when it unreasonably delayed responding to the union's request for information and when, because of its delay, some of the documents that would have otherwise been available had been destroyed. The employer failed to make a reasonable good faith effort to promptly locate, preserve, and produce the requested information.

APPLICABLE LEGAL STANDARDS

RCW 41.56.030(4) broadly defines the collective bargaining obligations of employers and unions. The statutory bargaining obligation requires the parties to negotiate in good faith concerning wages, hours, and working conditions. As part of this good faith bargaining requirement, upon request the parties must provide each other relevant information needed to properly perform their duties in the collective bargaining process. This includes information relating to both negotiation and administration of the collective bargaining agreement. *King County*, Decision 6772-A (PECB, 1999). The obligation to provide information extends to information that is necessary for the union to evaluate the merits of a grievance. *King County*. Failure to provide such requested relevant information constitutes an unfair labor practice.

When a party receives an information request, that party must provide the requested information or notify the other party if it does not believe the information is relevant to collective bargaining activities. *Seattle School District*, Decision 9628-A (PECB, 2008). If a party perceives a particular request as irrelevant or unclear, the party is obligated to timely communicate its concerns to the other party. *Pasco School District*, Decision 5384-A (PECB, 1996). The Commission emphasizes that parties must

communicate with each other and bargain over concerns and objections to information requests. *Port of Seattle*, Decision 7000-A (PECB, 2000). In *Seattle School District*, Decision 5542-C (PECB, 1997), the employer claimed that the union was not necessarily entitled to the information in the form it requested. In its decision the Commission acknowledged that the employer may have been accurate but said "the employer had a duty to make a good faith effort to discuss the requested items with the union, so as to attempt to reach a mutually acceptable compromise or accommodation on the request."

Although the duty to provide information does not compel a party to create records that do not exist, parties maintain an obligation "to make a reasonable good faith effort to locate the information requested." *Seattle School District*, Decision 9628-A; *Kitsap County*, Decision 9326-A (PECB, 2008).

Parties must be prompt in providing relevant information. Delay in providing necessary information can constitute an unfair labor practice. *Fort Vancouver Regional Library*, Decision 2350-C (PECB, 1988). Neither the Commission nor the National Labor Relations Board (NLRB) adopts a bright-line rule defining how quickly a party must respond to a request for information. The examiners in *Fort Vancouver Regional Library*, Decision 2350-C and *Port of Seattle*, Decision 4989 (PECB, 1995), looked to several factors to determine whether a delay in providing information was an unfair labor practice, including the preparation required for response, the impact of the delay to the party requesting the information, and whether the party responding to the request intended to delay or obstruct the process. In *Port of Seattle*, Decision 4989, the examiner concluded:

> Although not a response time that should by held up as exemplary, the employer's response to this detailed request in a little less than three months does not seem entirely unreasonable. Preparation of that response required research into the records of a large and complex employer. The union presented no evidence that it was unduly handicapped by this delay. Without such a showing or at least some justification for the need for a shorter return time, an unfair labor practice charge cannot be sustained.

The NLRB provided the following approach when analyzing whether a delay constituted a violation in *West Penn Power Co.*, 339 NLRB 585 (2003):

> In determining whether an employer has unlawfully delayed responding to an information request, the Board considers the totality of the circumstances surrounding the incident. 'Indeed, it is well established that the duty to furnish requested information cannot be defined in terms of a per se rule. What is required is a reasonable good faith effort to respond to the request as promptly as circumstances allow.' *Good Life Beverage Co,* 312 NLRB 1060, 1062 fn. 9 (1993). In evaluating the promptness of the response, 'the Board will consider the complexity and extent of information sought, its availability and the difficulty in retrieving the information.' *Samaritan Medical Center*, 319 NLRB 392, 398 (1995).

ANALYSIS

The union represents a bargaining unit of police officers up to and including the rank of sergeant. On August 15, 2007, Officer Carl Zylak, a bargaining unit employee, filed a grievance concerning his removal from the canine narcotics unit. The grievance progressed through the steps of the parties' grievance process. On September 6, 2007, the union submitted a written request for information necessary to assist it in determining the basis for Zylak's removal from the canine narcotics unit. This information would be used to

assess whether Zylak's rights had been violated and evaluate the merits of the grievance.

The employer never questioned the relevance or necessity of the information the union requested, nor did the employer seek clarification. At no time did the employer raise objections or state an unwillingness to comply with the request.

The union filed its unfair labor practice complaint in February 2008. The hearing on the complaint was scheduled for September 23, 2008. The employer responded to the union's request for information by letter dated September 4, 2008, providing requested documents amounting to just over 200 pages. By letter dated September 17, 2008, the union requested clarification of the employer's response; the employer responded on September 19, 2008.

During the nearly one year period between the union's request for information and the employer's response, the parties discussed settlement of the grievance on a number of occasions. In April of 2008, the parties submitted the grievance to arbitration, agreeing to bifurcate the substantive issue (of Zylak's removal from the canine narcotics unit) from a procedural issue relating to whether the grievance was arbitrable. In June of 2008, the arbitrator ruled on the procedural issue, concluding the grievance was arbitrable. As of the date of the hearing in this matter, the parties had not scheduled the arbitration on the substantive issue.

At no time did the union withdraw its request for information or agree to hold it in abeyance pending settlement discussions or the arbitration proceeding. The union followed up with the employer about its request for information on several occasions, including times when the parties discussed settlement possibilities.

I analyze the union's allegations in the following two parts: (1) whether the employer failed to produce documents responsive to the union's request and thus committed an unfair labor practice, and (2) whether the employer's delayed response to the union's request constitutes an unfair labor practice.

Responsive Documents Not Provided

The evidence at hearing demonstrated three specific categories of documents that the employer failed to provide to the union: Assistant Chief Linda Pierce's notes from the August 15, 2007 meeting with Zylak, quarry records, and certain e-mails.

1. Pierce's notes. The union's first and fourth requests for information state:

> Any and all correspondence (including but not limited to emails, memos, letters, bureau command meeting notes, Franklin Planner notes, telephone logs) involving the Chief and/or the command staff regarding this involuntary transfer from June 1, 2007 to August 30, 2007.
>
> Any and all correspondence involving A/Chief Pierce, and/or Sgt. Anderson involving the meeting which occurred on 8-15-07 with Officer Zylak where the allegations of Ms. Christina Bunn were discussed.

The employer did not provide copies of any notes from Pierce, although the evidence established that Pierce took notes at the August 15, 2007 meeting with Zylak. In the employer's post-hearing brief, counsel argued:

> While the department does not dispute Guild testimony that Assistant Chief Pierce took notes during a meeting with Officer Zylak, there is no first-hand testimony that those notes were in fact written in a Franklin Planner or

> that the [sic] Assistant Chief Pierce retained them for any period of time.

Had the employer promptly responded to the union's request for information, the union could have clarified that by "Franklin Planner notes," it meant personal notes, as Sergeant Richard O'Neill, union president, testified at hearing. Had this occurred promptly, the employer could have taken the steps necessary to preserve the notes, presuming that they had not been destroyed during the 22 day period between the meeting and the information request.

The employer's above-referenced statement creates a question as to whether the employer searched for Pierce's handwritten notes responsive to the request. Although I presume that the employer has done so, I am ordering the employer to search for any and all of Pierce's notes, handwritten or typed, responsive to the union's request, and to provide the results of the search to the union.

2. Quarry records. The union's request for information included "All of Officer Zylak's performance evaluations and personnel records, including any K9 quarry records and/or evaluations." Because the employer provided no quarry records, the union stated in its September 17, 2008 letter to the employer: "Request #6 asks in part for K-9 quarry records and/or evaluations. The Guild did not receive any K-9 quarry records or K-9 evaluations. Please provide these documents." In its September 19, 2008 response, the employer states, in part, "There are no separate evaluations of Officer Zylak's performance in the Canine Unit. No such evaluation records of any quarry officer have been generated or maintained in the unit."

The employer misplaced its focus on the term "evaluation." The request identified "quarry records and/or evaluations." The evidence demonstrated that the employer did not complete separate evaluations of officers who were in training at the canine narcotics unit; the employer did, however, maintain quarry records responsive to the union's request which were not provided. The union sought records including quarry logs where officers in training in the unit sign in and document and track their progress with required or recommended readings and other materials. Although the testimony reflected that quarry records may have been sparse and inconsistently maintained for officers in training, if the employer was confused about the request, the employer could have promptly resolved the confusion through timely communication with the union.

I am ordering the employer to provide the union with the requested quarry records.

3. E-mails. O'Neill knew that the employer's computer system automatically purges e-mails. Believing that some of the communication concerning Zylak's removal from the canine narcotics unit occurred via e-mail, O'Neill submitted the request for information quickly after filing the grievance; he wanted to ensure that the employer preserved any e-mails responsive to the request prior to the automatic purging.

The employer admits that e-mails responsive to the union's request may have been deleted and were not reasonably recoverable by operation of the employer's e-mail deletion policy which automatically purges e-mails in 45 days. The union established that at minimum, two e-mails responsive to its request existed at the time of its request and were not provided. One e-mail was to Pierce

and attached Christina Bunn's statement;[1] the other e-mail involved cancelling the employer's reservation for a training.

The employer advances a variety of arguments challenging the significance of the destruction of e-mails in this case. For example, the employer speculates that the destroyed e-mails were not substantive and that the union failed to prove that any substantive e-mails existed at the time of the union's request that were not produced.

I do not find these arguments persuasive. The Commission employs a relevance standard to information requests and does not excuse a party from its obligation to provide information based upon speculation that the information would not be substantive. Furthermore, the union does not bear the burden of establishing what e-mails existed at the time of its request; such would be an impossible burden.

The employer further speculates that employees could have deleted e-mails in the regular course of their activities prior to the union's information request and prior to the system's automatic purging. The employer offered no evidence that individual e-mail users deleted responsive e-mails prior to the request or prior to the automatic purging. Additionally, the employer offered no evidence that deleted e-mails could not have been reasonably recovered had the employer sought to do so within a reasonable period of time. Furthermore, this argument is inconsistent with the employer's testimony that it only sought e-mails from one

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[1] Information from Bunn appears to have led to Zylak's removal from the canine narcotics unit. The employer provided Bunn's statement to the union; the e-mail transmitting the statement was not provided.

member of the command staff. Mark McCarty, Human Resources Director for the employer's Police Department, testified that he only sought e-mails from Pierce and not from the other command staff because Pierce would have been included as a recipient of any e-mail involving Zylak. If the employer believed that Pierce or others had deleted e-mails, it was incumbent upon the employer to seek those e-mails from other sources.

The record contains no evidence of whether the employer maintains a back-up system that would allow for the recovery of deleted e-mails at this late date, now over 15 months after the e-mails would have been purged. Because the union did not seek a remedy requiring the employer to attempt to retrieve deleted e-mails, I do not consider that as a remedy in this case. Instead, I am ordering the employer's Police Department to develop a written protocol that sets forth the steps that it will take to promptly preserve e-mails and other documents that are the subject of union requests for information under Chapter 41.56 RCW.

Summary. The employer failed to act promptly upon receipt of the union's information request to locate and preserve responsive information. Had the employer acted promptly, it could have saved e-mails and other documents from destruction. Additionally, had the employer sought timely clarification of the union's request, it may have preserved employee notes and ensured the timely production of the quarry records. Having failed to do so, the employer committed an unfair labor practice.

Delayed Response to Request for Information

In analyzing whether the employer committed an unfair labor practice by failing to respond to the union's request for informa-

tion until nearly one year after the request, I review the preparation required for response, including the complexity and extent of the information sought; the employer's actions in responding to the request; and the impact of the delay on the union.

Preparation Required for Response. The union's request identified 15 categories of documents.[2] As discussed above, at no time did the employer object to the request or seek clarification.

The record does not establish that the union's request for information was extensive or that compiling the information was a

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[2] The request included: all correspondence, including e-mails, from June 1, 2007 to August 30, 2007, involving the Chief and/or command staff regarding Zylak's transfer; all correspondence with various named individuals involving the agreement to purchase dogs for the canine unit; all correspondence on or about July 30, 2007 to August 15, 2007 with various named individuals involving meetings and/or training sessions between Christina Bunn and Zylak; all correspondence with Pierce and/or Anderson involving the meeting which occurred on August 15, 2007 with Zylak; all correspondence with Bunn, Pierce and/or Anderson involving allegations against Zylak; Zylak's performance evaluations and personnel records, including any canine quarry records and/or evaluations; notices involving Bunn's allegations against Zylak; lists of personnel in the canine unit and length of assignment from January 1997 to July 2007; list of all union members transferred from the canine unit since January 1, 2001; list of all sworn positions open from June 27, 2007 to August 30, 2007 and a copy of notices advertising the positions; copy of current and preceding canine unit manual; copy of all contracts involving purchasing of dogs for the canine unit from January 1, 2001 to September 2007; all correspondence between Pierce and/or Anderson involving Zylak attending the Washington State Patrol canine training; and all correspondence with Pierce, Anderson and/or representatives from Pacific Coast Canine and/or Fred Hellfers.

complex task requiring considerable time and effort. Many of the documents should have been relatively simple to locate and produce such as the canine unit's manual and Zylak's personnel file and performance reviews. Many of the requests for correspondence were limited to a three month period. Although the records in the canine unit lacked organization and were challenging to search, the employer raised no concerns with the union about the request being burdensome or time-intensive.

Employer's Actions on Request. It is undisputed that responding to the union's information request was not a high priority for the employer. McCarty testified that "soon after" he received the union's information request he called Pierce and let her know that he would need her e-mails regarding Zylak. Aside from that contact with Pierce, however, there is no evidence that the employer took any steps to promptly locate and preserve e-mails or other responsive documents. Additionally, as referenced above, the employer limited the individuals from whom it sought responsive documents.

After waiting five months for the employer's response to its request and receiving nothing, the union filed the present unfair labor practice complaint. The employer further delayed providing the information to the union an additional seven months after the union filed the complaint. Then, when the employer responded less than three weeks before the hearing, the information it provided was not complete.

At least part of the reason for the employer's approach to this request involved the parties' efforts to settle the grievance. On two or three occasions, the employer thought the grievance would settle and anticipated that if the parties settled the grievance,

the employer would not need to provide the requested documents. The sergeant with supervisory responsibilities over the canine unit testified that he started his search for documents three to four weeks prior to the September 2008 hearing. The delay was because of confusion over whether the grievance was settling; he testified that he was not going to look for the documents until somebody told him the grievance was going forward.

Although the employer failed to take steps to promptly locate, preserve, and produce documents responsive to the union's request, it does not appear that the employer intended to cause the destruction or delay of information, to disadvantage the union, or to otherwise frustrate the grievance process. McCarty credibly testified that he felt that he could put off responding to the request without causing harm.

Impact of Delay. O'Neill testified that the employer's delay in responding to the information request had a great impact on the union. The union wanted the documents before it went forward with arbitration.

Instead, the union went to arbitration and engaged in several settlement discussions without the information it requested. The employer's delay deprived the union of the opportunity to evaluate its grievance at a meaningful time based upon the information it requested.

Furthermore, the delay in responding to the request led to the destruction of documents and e-mails that a more timely response may have preserved. In addition to the e-mails discussed above, the delay appears to have lead to the destruction of other documents. For example, the sergeant who was in charge of the

canine unit testified that he may have taken notes while he spoke with Bunn; by the time of hearing, however, any notes he had were gone.

Summary. Under any circumstances, a one year delay between the time of an information request and the response is significant. Such a delay, however, is not a per se violation. To constitute a violation, the totality of the evidence must establish that the employer unreasonably delayed responding to the union's information request. In this case, the totality of the evidence establishes that the employer violated its bargaining obligation and interfered with the collective bargaining rights of the union and bargaining unit employees when it unreasonably delayed providing the requested information.

The evidence demonstrates that the employer failed to make a reasonable good faith effort to promptly locate, preserve, and produce the information the union requested. The union's information request was not particularly complex or extensive. The employer created its own challenges by not promptly directing employees to preserve information responsive to the union's request. A party receiving a request for information bears the responsibility to promptly take steps to preserve responsive e-mails and other documents.

The employer's belief that if the grievance settled it would not have to respond to the information request helps to explain its actions but does not mitigate its violation. Whether the union would have withdrawn its information request and the unfair labor practice complaint had the grievance been resolved or had the arbitrator ruled the grievance was not arbitrable lacks relevance. The law charges the Commission with enforcing statutory rights,

including the statutory right to information relevant to the bargaining relationship. As the Commission explained in *Seattle School District*, Decision 5542-C:

> Because we are making a statutory ruling on whether an unfair labor practice was committed, neither the resolution of the situation which gave rise to the unfair labor practice allegation nor the fact that the employer later furnished the requested information made the alleged violation of the statute moot. *Shelton School District*, Decision 579-B (EDUC, 1984); *City of Seattle*, Decision 3329-B (PECB, 1990); and *Bates Technical College*, Decision 5140-A (PECB, 1996). If the employer has committed a violation of the statute, the union is entitled, at a minimum, to an order that the employer cease and desist from such conduct in the future.

Had the employer wanted to hold its response to the union's request in abeyance pending settlement discussions, the employer could have proposed that to the union and potentially reached an agreement. As the Commission described in *Port of Seattle*, Decision 7000-A:

> 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).

REMEDY

RCW 41.56.160 grants the Commission authority to issue appropriate orders to remedy unfair labor practices. The customary remedial

order in information request cases includes requiring the respondent to cease and desist from its unlawful conduct and post and read notices to communicate that it has disavowed the unlawful actions. The Commission may exercise some creativity when crafting remedial orders and will sparingly grant extraordinary remedies. *Skagit County*, Decision 8746-A (PECB, 2006). The Commission generally awards attorney's fees as a punitive remedy in response to a party's egregious conduct or to a party's frivolous defenses. *Western Washington University*, Decision 9309-A (PSRA, 2008).

In this case, the union argues that extraordinary remedies are appropriate and requests an award of attorney's fees and an order that the employer return Zylak to the canine narcotics unit. Neither request is appropriate in this case.

Although the employer's unreasonable delay cannot be condoned, its behavior does not amount to egregious conduct. Also, the employer presented unpersuasive defenses, but they were not frivolous. Furthermore, returning Zylak to the canine narcotics unit would go beyond remedying a statutory violation and would provide the union with the remedy it seeks through the parties' collective bargaining agreement. If the employer violated the parties' agreement when it removed Zylak from the canine narcotics unit, he has a chance to be made whole through the arbitration process. *See Seattle School District*, Decision 5542-C.[3] To the extent the union believes its ability to present its case has been compromised by the destruction of evidence due to the employer's unfair labor practice, the union

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[3] The Commission overturned the Examiner's remedy which ordered the employer to compensate two employees for any period by which their discharge grievances were delayed by the unfair labor practice proceedings. The Commission stated: "If they were improperly discharged, they have a chance to be made whole through the arbitration process."

will have the opportunity to present such arguments to the arbitrator.

In addition to the customary remedial order requiring the respondent to cease and desist from its unlawful conduct and post and read notices, I have crafted an order designed to provide the union any existing information it requested and ensure that the employer adopts a protocol that prevents a recurrence of the delay and loss of information that took place in this case.

FINDINGS OF FACT

1. The City of Seattle (employer) is a public employer within the meaning of RCW 41.56.030(1). The employer maintains and operates a Police Department.

2. The Seattle Police Officers' Guild (union) is a labor organization and exclusive bargaining representative within the meaning of RCW 41.56.030(3). The union represents a bargaining unit of police officers up to and including the rank of sergeant.

3. Carl Zylak is a bargaining unit employee represented by the union.

4. Zylak filed a grievance on August 15, 2007, concerning his removal from the canine narcotics unit.

5. By letter to the employer dated September 6, 2007, the union requested information necessary to process the grievance.

6. At no time did the employer seek clarification of the request or raise concerns or objections. The employer never questioned the relevance or necessity of the information the union requested.

7. At no time did the union withdraw its request for information or agree to hold it in abeyance pending settlement discussions or the arbitration proceeding.

8. The union followed up with the employer about its request for information on several occasions, including times when the parties discussed settlement possibilities.

9. The union's request for information was not extensive and compiling the information was not a complex task requiring considerable time and effort.

10. By letter dated September 4, 2008, almost one year after the request, the employer provided the union with requested documents.

11. By letter dated September 17, 2008, the union sought clarification of the employer's response which the employer provided by letter dated September 19, 2008.

12. In response to the information request, the employer did not provide Assistant Chief Linda Pierce's notes from the August 15, 2007 meeting with Zylak. It is unclear whether those notes existed at the time of the information request.

13. In response to the information request, the employer did not provide quarry records that existed at the time of the request and existed at the time of the employer's response.

14. E-mails responsive to the union's request were deleted by operation of the employer's e-mail deletion policy which automatically purges e-mails in 45 days. Such deleted e-mails were not provided to the union.

15. The employer failed to act promptly upon receipt of the union's information request to locate and preserve responsive information.

16. Had the employer acted promptly, it could have secured e-mails and other documents from destruction.

17. Had the employer sought timely clarification of the union's request, it may have preserved employee notes and ensured the timely production of quarry records.

18. Because of the employer's failure to promptly locate and preserve documents, some documents that would have otherwise been available and provided, had been destroyed.

19. The employer's delay caused harm to the union because it deprived the union of the opportunity to evaluate its grievance at a meaningful time based upon the information it requested.

20. The employer unreasonably delayed responding to the union's request for information.

21. It does not appear that the employer intended to cause the destruction or delay of information, to disadvantage the union, or to otherwise frustrate the grievance process.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.

2. By refusing to provide information requested by the union as described in Findings of Fact 6 through 21, the City of Seattle interfered with employee rights in violation of RCW 41.56.140(1) and refused to bargain in violation of RCW 41.56.140(4).

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 timely provide the union with relevant information it requests when that information is necessary to properly perform its duties in the collective bargaining process.

   b. Failing to take steps to promptly locate and preserve documents, both hard copy and electronic, that are the subject of union information requests under Chapter 41.56 RCW.

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. Within seven (7) calendar days of receipt of this order, search for any and all of Assistant Chief Linda Pierce's notes, handwritten or typed, responsive to the union's request, and provide the results of the search to the union within three (3) calendar days of the search.

b. Within seven (7) calendar days of receipt of this order, provide the union with the requested quarry records.

c. Within sixty (60) calendar days of receipt of this order, develop a written protocol for the Police Department that sets forth the steps that the employer will take to promptly preserve e-mails and other documents that are the subject of union requests for information under Chapter 41.56 RCW.

d. 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.

e. 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.

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 provided by the Compliance Officer.

g. 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.

ISSUED at Olympia, Washington, this 8th day of December, 2008.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Jamie L. Siegel

JAMIE L. SIEGEL, 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.

CASE 21510-U-08-5479
DECISION 10249 - PECB

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 delayed providing the Seattle Police Officers' Guild with relevant information it requested relating to a grievance filed by a bargaining unit employee.

WE UNLAWFULLY failed to provide the Seattle Police Officers' Guild with some of the relevant information it requested relating to a grievance filed by a bargaining unit employee.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

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

WE WILL search for Assistant Chief Linda Pierce's notes responsive to the union's request and provide the results of the search to the union.

WE WILL provide the union with the requested quarry records.

WE WILL develop a written protocol that sets forth the steps that the Police Department will take to promptly preserve e-mails and other documents that are the subject of union information requests.

WE WILL post copies of this notice in conspicuous places where notices to all bargaining unit employees are usually posted.

WE WILL read this notice into the record at a regular City Council meeting.

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.

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