STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL LONGSHORE AND WAREHOUSE UNION, LOCAL 9, Complainant,	)	CASE 13740-U-98-3365
vs.	)	DECISION 7000-A - PECB
PORT OF SEATTLE, Respondent.	)	DECISION OF COMMISSION

Schwerin Campbell Barnard, LLP, by Dmitri Iglitzin, Attorney at Law, and Robert H. Lavitt, Attorney at Law, appeared on behalf of the complainant.

Port of Seattle, by John Swanson, Director of Labor Relations, appeared on behalf of the respondent.

This case comes before the Commission on an appeal filed by International Longshore and Warehouse Union, Local 9, from a decision issued by Examiner Kenneth J. Latsch on March 15, 2000.[1] We modify the Examiner's decision.

PROCEDURAL BACKGROUND

On February 27, 1998, International Longshore and Warehouse Union, Local 9 (union), filed a complaint charging unfair labor practices with the Commission under Chapter 391-45 WAC. The union named the Port of Seattle (employer) as respondent.

[1] Port of Seattle, Decision 7000 (PECB, 2000).

The complaint was processed under WAC 391-45-110,[2] and a cause of action was found to exist. A preliminary ruling issued on May 13, 1998, directed the employer to file an answer within 21 days thereafter. The employer never filed an answer to the complaint.

On July 15, 1998, the union filed and served a request that the Examiner issue a summary judgment.[3] The union cited the employer's failure to answer as an admission of the facts in the complaint as true and a waiver of hearing as to the facts so admitted.

The Examiner granted the union's motion for summary judgment, and entered an order directing the employer to cease and desist from further premature actions. The union filed a notice of appeal on April 4, 2000, bringing this case before the Commission.

THE ADMITTED FACTS

Because of the employer's failure to answer, the facts before the Commission are limited to those set forth in the complaint. The factual allegations of the complaint are set forth in paragraph 4 of the Findings of Fact, below. A brief synopsis of those facts follows:

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[2] At that stage of the proceedings, all of the facts set forth in a complaint are assumed to be true and provable. The question at hand is whether the complaint states a cause of action for unfair labor practice proceedings before the Commission.

The rule is set forth here as it existed at the time relevant to this case. It has since been amended.

[3] The summary judgment procedures of WAC 391-08-230 were properly invoked in this case, in the absence of any dispute as to material facts.

The employer and union were parties to a collective bargaining agreement covering the period from July 1, 1997, through June 30, 2000. Under the parties' previous agreement, employees could take time off with pay for medical appointments. The new contract did not contain any explicit authorization for medical leave, but allowed each employee to take off a maximum 12 hours per contract year to "take care personal business." The parties had agreed, however, that the newly-negotiated change concerning medical leave would not be implemented until January 26, 1998. The employer implemented the "personal leave" provision earlier than the date agreed upon by the parties and then disregarded the premature benefits when administering the contract on and after January 26, 1998.

POSITIONS OF PARTIES

The union agrees with the Examiner's ruling that the employer's premature implementation violated RCW 41.56.140(4), but it asserts that the Examiner's order did not go far enough. The union alleges that the employer committed additional unfair labor practices by: (1) "wiping the slate clean," to give all bargaining unit members 12 hours of paid leave time regardless of whether the employee used personal leave prior to January 26, 1998; and (2) refusing to provide specific payroll information requested to determine which employees were allowed personal leave prior to January 26, 1998. It seeks remedies on its "clean slate" and "refusal to provide information" claims.

The employer does not seek to overturn the Examiner's decision. It contends that the union's statement of facts is a marred bundle of suppositions, irrelevancies, and arguments inaccurately labeled as

facts. The employer contends that its implementation of the new contract did not "wipe the slate clean," and that the new contract was implemented per its terms. The employer cites and agrees with the Examiner's statement that "it only appears the employer jumped the gun by early implementation of an agreed change," and contends that he did addresses the "wiping the slate clean" claim. The employer asserts that the union's request for information is moot, in light of the Examiner's order.

DISCUSSION

Format of the Examiner's Decision

We choose to first address the format for a decision in a situation of this type. The Examiner's decision did not contain formal findings of fact or conclusions of law. We herein prescribe a format for decisions in such situations in the future.

Admission by Failure to Answer -
If a party fails to answer a complaint, the facts alleged in that complaint are admitted as true, and a hearing as to the facts is waived. At the time this case arose, WAC 391-45-210 read:[4]

> The failure of a respondent to file an answer or the failure to specifically deny or explain in the answer a fact alleged in the complaint shall, except for good cause shown, be deemed to be an admission that the fact is true as alleged in the complaint, and as a waiver of the respondent of a hearing as to the facts so admitted.

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[4] The rule was subsequently amended.

Here, the employer never filed an answer to the complaint and stated that the failure to respond was due to "and internal lack of communication and a missed assignment." Such a response does not constitute "good cause," and the facts alleged in the complaint are admitted as true. The complaint, the preliminary ruling, and the failure to answer are matters of record in this case (paragraphs 1, 2, and 3 of the Findings of Fact, below).

The Need for Findings of Fact -

Under RCW 34.05.461(3), orders issued by administrative agencies are to include findings and conclusions and the reasons and basis on all the material issues of fact, law, or discretion presented on the record. Among the Model Rules of Procedure adopted by the Chief Administrative Law Judge of the State of Washington is WAC 10-08-210, which reads as follows:

> Every decision and order, whether initial or final, shall:
>
> . . .
>
> (4) Contain appropriate numbered findings of fact meeting the requirements in RCW 34.05.461;
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> (5) Contain appropriate numbered conclusions of law, including citations of statutes and rules relied upon; . . .

Review of Commission precedent indicates there has been a variety of styles used in situations of this type. Compare City of Benton City, Decisions 436 and 436-A (PECB, 1978) with City of Wenatchee, Decision 780 (PECB, 1980). The format used in Wenatchee appears to be more in keeping with the requirements of the Administrative Procedures Act and the Model Rules of Procedure. We amend the decision in this case to conform to that format and commend it to Examiners in future cases.

Premature Implementation of the Personal Leave Policy

The Examiner found that the union's complaint alleged, and the employer did not deny, a unilateral premature implementation of the personal leave policy agreed upon by the parties. Neither party contests the Examiner's ruling in that regard, and we also concur with it.

"Wiping the Slate Clean" Allegation

The union alleges that the employer committed a second refusal to bargain unfair labor practice when it "wiped the slate clean." See RCW 41.56.140(4). We agree.

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, regulates and protects the process of collective bargaining. RCW 41.56.140(1) and (4) provide, in relevant part:

> It shall be an unfair labor practice for a public employer:
>
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
>
> . . .
>
> (4) To refuse to engage in collective bargaining.

The duty to bargain under the Public Employees' Collective Bargaining Act is defined in RCW 41.56.030(4), as follows:

> "Collective bargaining" means . . . to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions,

> which may be peculiar to an appropriate bargaining unit . . . .

That definition is patterned after the National Labor Relations Act (NLRA).

Like the "personal leave" benefit itself, the date of implementation of a collective bargaining agreement negotiated between the parties to the agreement vitally affects the "wages, hours and working conditions" of bargaining unit members and is a mandatory subject of bargaining.[5] The status quo ante must be maintained regarding all mandatory subjects of bargaining, except where changes are made in conformity with the collective bargaining obligation or the terms of a collective bargaining agreement. City of Yakima, Decision 3501-A (PECB, 1998), affirmed 117 Wn.2d 655 (1991). An employer thus commits an unfair labor practice under RCW 41.56.140(4), if it imposes a new term or condition of employment, or changes an existing term or condition of employment, upon its represented employees, without having first notified the exclusive bargaining representative of its employees of its desire to make such change or without providing an opportunity to bargain. Lake Washington Technical College, Decision 4127-A (PECB, 1995); City of Tacoma, Decision 4539-A (PECB, 1994).

Decisions construing the NLRA are persuasive in interpreting similar provisions of Chapter 41.56 RCW. Nucleonics Alliance,

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[5] The potential subjects for bargaining between an employer and union are commonly divided into three categories: "mandatory", "permissive", and "illegal." Federal Way School District, Decision 232-A (EDUC, 1977). Under RCW 41.56.030(4), matters affecting wages, hours, and working conditions are mandatory subjects of bargaining about which an employer is obligated to bargain in good faith, upon request, with the exclusive bargaining representative.

U.S. 432 (1967). In Acme, supra, the Supreme Court of the United States strongly endorsed requiring the employer to supply information which could aid the union in "sifting out unmeritorious claims" in the grievance process. See also City of Bellevue, Decision 3085-A (PECB, 1989), affirmed, 119 Wn.2d 373 (1992); Pasco School District, Decision 5384-A (PECB, 1996).

The obligation extends not only to information that is useful and relevant for the purpose of contract negotiations, but also encompasses information necessary to the administration of the collective-bargaining agreement. Acme, supra. A discovery-type standard is used to determine the relevancy of requested information:

> The goal of the process of exchanging information is to encourage resolution of disputes, short of arbitration hearings, briefs, and decisions so that the arbitration system is not "woefully overburdened."

See Acme, supra, at 438.

In describing the employer's duty to furnish information as applying to labor-management relations during the term of an agreement, the United States Court of Appeals for the Fifth Circuit has said that the duty "continues . . . so far as it is necessary to enable the parties to administer the contract and resolve grievances **or disputes**." [Emphasis by **bold** supplied.] Sinclair Refining Company v. NLRB, 306 F.2d 569 (5th Cir. 1962).[8] The Commission has held that information pertaining to employees in the bargaining unit represented by a union has been held to be

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[8] Acme, supra, disapproved of Sinclair on ground that issues of relevancy and necessity were for arbitrator, not NLRB, to decide.

However, that employer action granted special benefits to some bargaining unit members, but not others, without the union's consent.

Like the National Labor Relations Board (NLRB), we find that special benefits should not be unilaterally granted to some bargaining unit members and not others. Therefore, the special benefit already given to some employees must be given to the entire unit, so that the employees know the employer is not free to make unilateral changes of "wages, hours and working conditions" of bargaining unit members whenever it wants, and so employees do not see the collective bargaining process as ineffective.

The "Duty to Provide Information" Allegation

The complaint alleges that a letter sent by the union to the employer on February 13, 1998, contained the following:

> In order to thoroughly investigate what appears to be multiple contract violations, ILWU Local 9 hereby requests ANY and ALL foreman time logs and payroll labor reports, for the Port of Seattle Warehouse Unit during the period 1-1-98 thru 2-14-98.

[Emphasis by CAPITALIZATION and underline in original.]

The complaint goes on to allege that the employer never provided the union with any information.

Under both the federal and state laws, the duty to bargain has been interpreted as including a duty to provide relevant information requested by the opposite party to a collective bargaining relationship for the proper performance of its duties in the collective bargaining process. NLRB v. Acme Industrial Co., 385

Local 1-369 v. WPPSS, 101 Wn.2d 24 (1981). In Swedish Hospital Medical Center and Washington State Nurses Association, 232 NLRB 16 (1977), supp., 238 NLRB 1087 (1978), enforced, 619 F.2d 33 (9th Cir. 1980), the employer committed an unfair labor practice when it granted a special benefit to some registered nurses within the bargaining unit, but not others, without consulting with the union.[6] Confronted with a previously paid bonus, the NLRB ruled that some equivalent remedy should be provided, and that directives calculated merely to promote "bargaining" would not provide a complete or satisfactory remedy.[7] To effectuate the purposes of the NLRA, the Board ordered the special benefit be given to the entire unit so that unit members would not be discouraged from union membership or improperly influenced in future decisions as to whether to engage in protective activity.

Under our own precedent, the employer's premature implementation of the personal business leave provision established a new status quo. See City of Seattle, Decision 651 (PECB, 1979). The employer "wiped the slate clean" on January 26, 1998, regarding any and all personal business leave that had been granted prior to that date. The apparent goal of this "slate-wiping" was to allow all employees to begin their employment under the new agreement with an "equal" number of personal business leave hours remaining, i.e., 12.

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[6] The benefit in that case was an extra compensatory date off. Nurses who received the special benefit did not participate in the strike called by the union, while nurses who did not receive the special benefit chose to support the strike.

[7] For our purposes, it is important that the special benefit was already conferred, rather than the Board's statement that a "substantial" number of nurses had already taken their compensatory days off. Here, the union was not able to determine the number of bargaining unit members who received a special benefit, because the employer did not provide the requested information.

presumptively relevant. Pasco School District, Decision by 384-A (PECB, 1996); City of Bremerton, Decision 6006-A (PECB, 1998).

The Commission does not dismiss unfair labor practice complaints as "moot" merely because a respondent has ceased its unlawful activity. Applying NLRA precedent in Shelton School District, Decision 579-B (EDUC, 1984), the Commission wrote:

> An injustice to the parties, and to the beneficial purpose of the public sector labor laws, would occur if cases were dismissed or remedies were abated because [in that case] an improvement in a collective bargaining relationship occurs while a case makes its way through a long and tedious course of litigation.

See also Bates Technical College, Decision 5140-A (PECB, 1996), and cases cited therein.

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).

The union needed the information it requested on February 13, 1998, to enable it to calculate the amount of leave hours at issue and assess the merits of its claim, but the employer neither provided any information, nor explained any concerns in a timely manner.

Thus, we hold that the employer failed to bargain in good faith when it failed to provide information in response to the union's information request.

Remedy

RCW 41.56.160(2) authorizes and directs the Commission to issue "appropriate remedial orders" where an unfair labor practice violation is found. In addition to "cease and desist" orders, the statute calls for ordering such affirmative action as will effectuate the purposes of the Act and make the Commission's lawful orders effective. Metro Seattle v. Public Employment Relations Commission (PERC), 118 Wn.2d 621 (1992); Pasco Housing Authority v. PERC, 98 Wn. App. 809 (2000).

The usual remedy in a "unilateral change" situation is to make all affected employees whole for any financial losses by restoring the status quo ante. See Spokane County, Decision 5698 (PECB, 1996). However, where the employer unlawfully grants special benefits to part of the bargaining unit, the remedy is to make the equivalent benefits available for the remainder of the unit.

Employees who used personal leave prior to January 26, 1998, were treated differently than those who waited for the lawful implementation of the negotiated change. Because the employees who "jumped the gun" along with the employer were given their full entitlement of personal leave hours for the year following January 26, 1998, they received a greater benefit than negotiated by the employer and union in collective bargaining. In Swedish Medical Center, supra, the NLRB ordered the employer to provide a benefit comparable to that unlawfully provided to some employees (one day paid leave in that case) to the remainder of the bargaining unit employees. We

find it appropriate to make a comparable order in this case, in addition to a "cease and desist" order. The employer will thus be required to determine the maximum number of personal leave hours forgiven to any individual employee when the slate was "wiped clean" and to credit all bargaining unit employees for that number of hours in addition to the contractually-required 12-hour benefit. Actual usage will then be deducted from the total for each individual so that employees who were the beneficiaries of the unlawful "wipe the slate clean" action will receive no additional benefit, but other employees in the bargaining unit will be guaranteed the same total personal leave benefits as have already been enjoyed by one or more of their co-workers.

NOW, THEREFORE, the Commission vacates the order issued by the Examiner in this matter and makes the following:

FINDINGS OF FACT

1. International Longshore and Warehouse Union, Local 9, filed a complaint charging unfair labor practices with the Commission under Chapter 391-45 WAC, naming the Port of Seattle as respondent.

2. A preliminary ruling was duly issued in this matter under WAC 391-45-110, finding a cause of action to exist for unfair labor practice proceedings under Chapter 391-45 WAC and directing the Port of Seattle to answer the complaint.

3. The Port of Seattle failed to file an answer to the complaint, and has not shown good cause for its failure in that regard.

4. By its failure to answer the complaint in this case, as directed, the Port of Seattle has admitted the following facts to be true:

   a. This charge is filed on behalf of the International Longshore and Warehouse Union, Local #9 ("Local 9"), alleging a violation of RCW 41.56.140(4).

   b. Local 9 is the certified exclusive bargaining representative of Warehouse employed by the Port of Seattle ("the Port").

   c. A collective bargaining agreement, covering (by its terms) July 1, 1997, through June 30, 2000, is currently in effect between these two parties ("the Agreement" or "the new Agreement"). The previous collective bargaining agreement between the parties covered, by its terms, the period of time from July 1, 1994, through June 30, 1997 ("the old Agreement").

   d. As the expiration date of the old Agreement drew near in the early part of 1997, the parties agreed to extend its terms and provisions without alteration until such time as a new Agreement was reached, ratified by Local 9's members, and approved by the Port's Commissioners.

   e. The new Agreement was ratified by Local 9 on July 3, 1997. On November 5, 1997, the Executive Director of the Port, Mic Dinsmore, and Anton Hutter, for the union, signed the new Agreement.

f. During the time period following ratification and before the new Agreement was approved by the Port's Commissioners, the parties mutually agreed that the new Agreement would not be implemented until a date that would be set after all Warehouse covered by the new Agreement were given a copy of that Agreement. Prior to that time, the terms, conditions, and provisions of the old Agreement would continue to be in effect.

g. One of the most important differences between the old Agreement and the new Agreement involves the two agreements' medical and personal leave provisions. The old Agreement authorizes unlimited "time off with pay" for doctor's or dentist's appointments, so long as certain conditions are met. Section XIII, "Medical Appointments," Old Agreement.

h. In contrast, the new Agreement has no explicit authorization for "medical appointment leave," but authorizes a maximum of twelve (12) hours each contract year for employees to "take care of personal business." Section XIV, "Personal Appointments," New Agreement. The conditions placed upon this "personal business" leave are essentially the same as those that formerly were placed on "medical appointment" leave.

i. The change from the old to new Agreements from "unlimited medical appointment leave" to twelve hours of "personal business leave" was specifically negotiated and agreed to by the parties.

j. On January 21, 1998, all Warehouse were given a copy of the new Agreement. On January 22, 1998, at each of the two regular weekly meetings between the Port and its Warehouse (one meeting for each shift), the Port announced that the new Agreement would be put into effect on January 26, 1998. This announcement was congruent with the previously reached agreement between the parties.

k. In fact, prior to that date, the Port had already implemented certain provisions of the new Agreement, specifically, the "personal business" leave provisions. The Port did so without notice to or negotiating with Local 9 regarding this premature implementation.

l. Specifically, on a date in the latter part of 1997, warehouseman Marty Aguello was granted "personal business leave." Mr. Aguello did not have a medical appointment and did not claim to have one; instead, he requested and was granted "personal business leave" to stay home with a sick child. The leave which this person was granted was expressly not authorized by the "medical appointment leave" available under the old Agreement.

m. On January 23, 1998, prior to the effective date of the new Agreement, a number of Warehouse sought and obtained "personal business" leave as authorized by the new Agreement. These leaves were granted under circumstances where "medical appointment leave" would not have been authorized under the old Agreement. Moreover, the applicants for this "personal business" leave did not claim or assert that they needed this leave for "doctor's

or dentist's appointments," which was the only proper grounds for such leave under the old agreement. Thus, it is clear that, as regards "personal business leave," the Port implemented the new Agreement prior to the date agreed to with Local 9.

n. Beginning on January 26, 1998, the Port, per Joan Black, a Port manager, "wiped the slate clean" (words she used at the January 22, 1998, weekly warehouse unit meeting) regarding any and all "personal business leave" hours that had been granted prior to that date. The apparent goal of this "slate-wiping" was to allow all employees to begin their employment under the new Agreement with an "equal" number of personal business leave hours remaining, i.e., twelve.

o. The actual consequence of the "slate-wiping," however, was to magnify the harm already done by the Port's premature implementation of the personal business leave policy. Not only had certain Warehouse wrongfully been granted "personal business leave" under the new Agreement prior to the date that Agreement was supposed to be implemented, the Warehouse who had not been aware of the Port's violation of its agreement with Local 9, and who therefore did not apply for and receive "personal business leave" hours prior to January 26, 1998, were now permanently deprived of a benefit (up to twelve hours of additional personal business leave time) that these other Warehouse had obtained.

p. This is the second time in recent months that the Port has unilaterally granted a benefit to members of the

Warehouse bargaining unit. On August 28, 1997 ("Labor Day"), the Port permitted some, but not all, represented employees to take three-and-one-half hours of paid time off. After Local 9 protested this blatant violation of the Port's duty to bargain regarding terms and conditions of employment, the Port agreed to compensate all of those employees who were not given the three-and-one-half hours of paid time off. The parties entered into a settlement agreement on November 17, 1997, resolving this dispute by compensating the unfairly deprived employees three-and-one-half hours of paid time off.[9]

q. On February 13, 1998, Local 9 requested "any and all foremans time logs and payroll labor reports, for the Port of Seattle Warehouse Unit during the period 1-1-98 thru 2-14-98."[10] The purpose of the information request was to determine which union members were awarded "personal business leave" prior to the 1/26/98 new Agreement implementation date. The Port refused to respond to this information request.

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 its unilateral implementation of the personal leave benefit prior to the January 26, 1998, date agreed upon by the parties

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[9] Reference to an attached copy of the settlement agreement has been omitted.

[10] Reference to an attached copy of the union's February 13, 1998, information request has been omitted.

through collective bargaining, the Port of Seattle failed and refused to bargain in good faith in violation of RCW 41.56.140(4), and thereby interfered with, restrained, and coerced its employees in the exercise of their collective bargaining rights in violation of RCW 41.56.140(1).

3. By unilateral action to "wipe the slate clean" for some employees who had been granted personal leave benefits prior to January 26, 1998, the Port of Seattle failed and refused to bargain in good faith in violation of RCW 41.56.140(4), and thereby interfered with, restrained, and coerced its employees in the exercise of their collective bargaining rights in violation of RCW 41.56.140(1).

4. By its failure or refusal to provide information about the implementation of the personal leave benefit which was requested by International Longshore and Warehouse Union, Local 9, to perform its functions as exclusive bargaining representative of the affected employees, the Port of Seattle failed and refused to bargain in good faith in violation of RCW 41.56.140(4), and thereby interfered with, restrained, and coerced its employees in the exercise of their collective bargaining rights in violation of RCW 41.56.140(1).

ORDER

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

1. CEASE AND DESIST from:

a. Unilaterally implementing changes of the wages, hours or working conditions of employees in the bargaining unit(s) represented by International Longshore and Warehouse Union, Local 9, except in conformity with the collective bargaining process.

b. Failing or refusing to provide information requested by International Longshore and Warehouse Union, Local 9, to perform its functions as exclusive bargaining representative.

c. 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 Chapters 41.56 and 53.18 RCW:

a. Recompute the personal leave benefits for all employees in the bargaining unit(s) represented by International Longshore and Warehouse Union, Local 9, and eliminate the inconsistent enforcement of the personal leave benefit, by (ii) crediting each employee for the maximum number of personal leave hours forgiven for any individual employees when the slate was "wiped clean," and (ii) deducting from the leave balance of each employee the number of hours of personal leave the employee actually used prior to January 26, 1998.

b. Provide International Longshore and Warehouse Union, Local 9, with copies of all records pertaining to the

implementation of the personal leave benefit prior to the January 26, 1998, date agreed upon by the parties through collective bargaining, pertaining to the subsequent action to "wipe the slate clean," and pertaining to any and all subsequent information requests relating to the use of personal leave by bargaining unit members.

c. Give notice to and, upon request, negotiate in good faith with International Longshore and Warehouse Union, Local 9, before changing the leave benefits for any employees in the bargaining unit(s) represented by that organization.

d. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto. 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 Commission of the Port 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, on the 14th day of November, 2000.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, 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 credit all bargaining unit members who did not benefit from the premature implementation of personal leave prior to January 26, 1998, with the maximum number of personal leave hours forgiven when the "slate was wiped clean," less the number of hours of personal leave actually taken since the first implementation of the personal leave benefit.

WE WILL provide International Longshore and Warehouse Union, Local 9, with copies of all records pertaining to the implementation of the personal leave benefit prior to January 26, 1998, and pertaining to any and all subsequent information requests relating to the use of personal leave by bargaining unit members.

WE WILL give notice to and, upon request, negotiate in good faith with International Longshore and Warehouse Union, Local 9, before changing the leave benefits for any employees in the bargaining unit(s) represented by that organization.

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

DATED: _____ PORT 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, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.