University of Washington, Decision 8818 (PSRA, 2004)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON FEDERATION OF STATE EMPLOYEES, Complainant, vs. UNIVERSITY OF WASHINGTON, Respondent.	CASE 18021-U-03-4633 DECISION 8818 - PSRA FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Parr and Younglove, by *Edward E. Younglove*, Attorney at Law, for the union.

Christine O. Gregoire, Attorney General, by *Jeffrey W. Davis*, Assistant Attorney General, for the employer.

On November 25, 2003, the Washington Federation of State Employees (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission, naming the University of Washington (employer) as respondent. The union represents a bargaining unit of employees performing general service work for the employer at its main campus in Seattle.

A preliminary ruling and deferral inquiry issued February 18, 2004, found a cause of action[1] existed on allegations of skimming of

[1] All of the facts alleged in a complaint are assumed to be "true and provable" under WAC 391-45-110. If a complaint states a claim for relief available through unfair labor practice proceedings before the Commission, it is forwarded to an Examiner for a hearing and the respondent is directed to file and serve an answer to the compliant.

bargaining unit work, in violation of RCW 41.56.140(4) (and its derivative "interference" allegation in violation of RCW 41.56.140(1)). The employer filed its answer to the complaint on March 10, 2004.

On May 27, 2004, Examiner Starr Knutson held a hearing. The parties submitted post-hearing briefs to complete the record.

ISSUES

The issues presented in this case are:

1. Did the employer illegally transfer (skim) custodial work historically performed by bargaining unit members when it:
   a) reclassified custodial lead positions to the maintenance custodian 2 classification?
   b) transferred lead work to supervisors outside of the bargaining unit?
2. Did the employer illegally transfer bargaining unit work when it reallocated a vacant industrial hygienist position to a compliance analyst position outside of the bargaining unit?
3. Did the employer fail to bargain over changing the duties, work locations and shifts of unit custodial employees?

On the basis of the evidence, testimony and the record as a whole, I find that the employer committed unfair labor practices when it interfered with employee rights and failed to bargain in good faith regarding:

1. The transfer of custodial lead work historically performed by bargaining unit employees to supervisors outside the unit; and

2. The effects of its decision to reallocate a vacant industrial hygienist position to an exempt compliance analyst position.

STATUTORY ENVIRONMENT

Until June 13, 2002, collective bargaining relationships between this employer and its employees were regulated entirely by rules adopted by the Washington Personnel Resources Board (WPRB) and its predecessors under State Civil Service Law, Chapter 41.06 RCW. Bargaining under Chapter 41.06 RCW is limited to matters controlled by the agencies and institutions of higher education within the confines of the civil service rules, not including wages and wage related benefits.

The statutory environment began to change on June 13, 2002, when the provisions of the Personnel System Reform Act (PSRA) began to take effect. In 2002 the authority to conduct unfair labor practice, unit determination, and representation proceedings was transferred to the Public Employment Relations Commission. The scope of bargaining expanded on July 1, 2004, when Chapter 41.80 RCW took full effect.[2]

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[2] The PSRA does not change any of the statutory requirements concerning employee rights or refusal to bargain. RCW 41.80.110 states in relevant part:

> Unfair labor practices enumerated.
>
> (1) It is an unfair labor practice for an employer:
>
> (a) To interfere with, restrain, or coerce employees in the exercise of the rights guaranteed by this chapter;
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> . . . .
>
> (e) To refuse to bargain collectively with the representative of its employees. . . .

The state civil service law defines unfair labor practices for state institutions of higher education. RCW 41.06.340 states in part:

> Unfair labor practices provisions applicable to chapter.
> . . .
> (2) Each and every provision of RCW 41.56.140 through 41.56.160 shall be applicable to this chapter as it relates to state civil service employees.

RCW 41.56.140 states in part:

> Unfair labor practices for public employer enumerated.
> 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

Scope of Bargaining

Title 251 WAC, the higher education civil service rules, established many working conditions for state higher education civil service employees. Chapter 251-14 WAC covered labor relations for those employees. WAC 251-14-060, *Contents of Written Agreements*, defined the parameters of collective bargaining between institutions of higher education and employee organizations. It stated in part: "(1) Written agreements may contain provisions covering all personnel matters over which the institution/related board may lawfully exercise discretion."

Under Commission precedents beginning with *Federal Way School District*, Decision 232-A (PECB, 1978), *aff'd*, WPERR CD-57 (King County Superior Court, 1977), an employer commits an unfair labor

practice if it changes the wages, hours and working conditions of union-represented employees without first: 1) giving notice to the union;[3] 2) providing an opportunity to bargain before making the decision on the proposed change;[4] 3) upon request, bargaining in good faith to agreement or impasse prior to unilaterally implementing any change.[5] Thus, an employer violates RCW 41.56.140 (4) and (1) if it implements a new term or condition of employment or changes an existing term or condition of employment of its represented employees without bargaining or submitting the issues at impasse to arbitration before the WPRB.

Transfer (Skimming) of Bargaining Unit Work

The Supreme Court of the United States has held that if bargaining unit work continues to be performed, although now by employees outside of the bargaining unit, the employer's decision is a mandatory subject of bargaining. *Fibreboard Paper Products v. NLRB*, 379 US 203, 222-3 (1964). One of the justices emphasized the case involved the security of employment or, in fact, whether there was any employment at all. The *Fibreboard* standards have been

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[3] This is an affirmative obligation. The notice must be directed to the organization, "not just communicated through a member of the bargaining unit." *Clover Park School District*, Decision 3266 (PECB, 1989).

[4] The purpose of notice of proposed changes in working conditions is to afford the union a meaningful opportunity to negotiate the proposed change prior to implementation. *City of Vancouver*, Decision 808 (PECB, 1980). The notice must be given sufficiently in advance to allow time for the union to explore all possible alternatives to the proposed change. *Clover Park School District*, Decision 3266.

[5] In the case of state civil service employees, such as the bargaining unit here, an impasse reached in bargaining *before* July 1, 2004, must be resolved through arbitration by the WPRB in accordance with WAC 251-14-100(1).

reiterated in numerous Commission decisions over the years beginning with *South Kitsap School District*, Decision 472 (PECB, 1978).

More recently, *Spokane County Fire District 9*, Decision 3482-A (PECB, 1991) identified five factors in deciding whether a duty to bargain exists and whether a skimming allegation has been proven. Those factors are:

1. Have non-bargaining unit employees performed the work in the past?

2. Did the transfer of work cause a significant detriment to bargaining unit employees?

3. Was the employer's motivation for the change solely economic?

4. Did the parties bargain generally about changes to existing working conditions prior to the change?

5. Was the transferred work fundamentally different from bargaining unit work?

ANALYSIS

Identification of Bargaining Unit Work

The bargaining relationship between the employer and the union has existed since February 1969. The collective bargaining agreement in effect at the time of the actions in this case contains the bargaining unit description. Known as the "Campus-wide Bargaining Unit," it is described as:

> All employees of the University of Washington performing work in the following job categories: custodial, grounds

> maintenance, food service, laundry, trucking services, mailing service, central supply, stores, stockroom, utility labor; excluding professional and clerical employees, student employees, and employing officials; but including the following classifications:
>
> . . . .
> 4764 *Industrial Hygienist 1*
> 4765 *Industrial Hygienist 2* . . .
> 5020 Custodian
> 5021 *Custodian Lead* . . .
> 5232 Maintenance Custodian 1
> 5263 Utility Worker Lead . . .[6]

(emphasis added).

The above unit description includes the work of the classifications at issue in this case: industrial hygienist and custodian lead. A transfer of work from either or both of those two classifications to positions outside of the bargaining unit without providing an opportunity for meaningful bargaining would support the charge of unfair practice.

Employer Announces Reorganization

The union requested a Labor/Management meeting on May 30, 2003. It submitted its agenda items with that written request. "Review the budget" was Item 6 on that agenda. The employer did not add any of its own agenda items.

At the resulting meeting on June 26, 2003, Gene Woodard, director of the facilities services custodial division, presented to the union a reorganization plan as part of his review of the budget. In Woodard's view the reorganization streamlined the organization in several ways:

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[6] Classifications not relevant to this case are omitted.

- It addressed the declining budget by increasing productivity without adding staff.
- It eliminated the custodian lead positions and reduced the number of existing supervisory positions from 31 to 18.
- It ultimately increased the number of cleaning hours and provided for preventative equipment maintenance not currently being done.

Woodard stated he intended to reallocate the lead positions to a different classification at the same pay level after he assigned those employees new duties. The new classification, maintenance custodian 2 (MC 2), changed the employees' work by adding cleaning time and new preventative maintenance duties while subtracting lead work. Woodard testified he transferred the lead work to the nine remaining classified supervisory positions.[7] He expanded the accountability and authority of those classified supervisors and added the lead work. He also stated the lead custodians could compete for the new supervisory positions.

The afternoon of June 26, Woodard met with all the swing shift lead custodians to inform them of the reorganization plan. The next day he met with the day shift leads. No union representative was invited to nor attended either meeting.

The Union's Response

The employees in the bargaining unit were represented by four different paid union staff between June and October 2003. Althea Lute, Phyllis Naiad, Julie Sakahara, and Brenda Williams each acted on behalf of the bargaining unit.

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[7] The other nine supervisory positions are managers outside of the bargaining unit.

On August 20, 2003, Lute telephoned Woodard informing him that the bargaining unit description did not include the MC 2 classification. She reasoned that the reallocation of the custodian lead positions to the MC 2 class would move the positions out of the unit. Woodard testified he was surprised and disavowed any intention to move positions out of the unit. He had assumed the MC 2 classification was included in the unit.

The employer provided credible testimony that it did not intend to move people out of the bargaining unit and treated the employees throughout the time period as though they were still included in the unit. The employer also admitted in its answer to this complaint that the employees should be included in the unit. By its words and actions the employer recognized the bargaining unit included the work of the MC 2 classification. Notwithstanding, a prudent employer may have acted to effectuate its intentions by filing a representation petition or working with the union on a joint filing. The reorganization constitutes a change of circumstances under WAC 391-25-020 warranting accretion of the employees at issue to the bargaining unit represented by the union.[8]

Allegation of Contract Violation

In a letter dated September 5, 2003, Naiad requested a meeting to discuss the reclassification and/or abolishment of bargaining unit positions in two different bargaining units the union represented.[9] She alleged the employer's actions violated contract Article 5.2, which states in part:

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[8] The union filed a "perfection petition," 18247-C-04-1173 on February 20, 2004, concerning these employees.

[9] This unit and a separate unit at Harborview Medical Center.

> It is agreed by the parties that the Employer will discuss with representatives of the Union significant changes affecting institutional conditions of employment generally affecting bargaining unit employees sufficiently in advance of targeted implementation dates of said changes so that reasonable alternative proposals can be adequately discussed and considered by the Union/Management Committee.

Naiad testified she was not aware of Lute's telephone call to Woodard when she wrote her letter.[10] She was concerned about the industrial hygienist classification in this unit and a different classification in another bargaining unit[11] as well as the possibility of other similar employer actions.

In a letter dated September 16, 2003, Naiad sought information related to the union's agenda items and reiterated her request for meeting dates. She requested information concerning bargaining unit positions that were either abolished or not filled for the previous three years. On October 13, 2003, the employer partially replied to that information request. The employer responded that it did not maintain a listing of abolished positions, however it identified three positions that were laid off during the past three years. Additionally, it denied that it held any bargaining unit positions vacant or that it anticipated any such action. The employer did not refer to the cited contact language in its letter.

The contract language parallels that used by other unions demanding to bargain. The employer agreed, through the collective bargaining

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[10] Naiad, the staff person officially assigned to the university, was on medical leave from late June until early September. Consequently, she did not become aware of the actions taken by her coworkers on behalf of the bargaining until October 2003.

[11] A separate charge was filed by the union in that matter, case number 17946-U-03-4627.

process, to explicitly bind itself to bargain changes in working conditions in addition to its statutory requirement. The employer did not provide any evidence or testimony concerning its interpretation of this language. It is not credible that the employer failed to recognize Naiad's quotation of Article 5.2 as a demand to bargain the change in the working conditions of the employees it represented.

Reallocation and Reassignment

The employer reallocated the lead custodian employees to the maintenance custodian 2 classification between September and October.

On September 15, 2003, the employer reassigned the day shift lead custodians to new work areas on campus. The same reassignment letter noted one employee's day shift would have a new start and stop time. The letter identified the day shift employees as MC 2's.

In early October 2003, the employees at issue completed and signed new classified position questionnaires indicating they were doing the work of a maintenance custodian 2. The employees received direction from the employer on how to fill out their individual questionnaires.

On October 24, 2003, the employer transferred three swing shift employees to work in different areas on the campus. The employer stated it desired to avoid any potential problems caused by the employees continuing to work in the same area where they had formerly been assigned as lead workers.

The employer's action to reallocate bargaining unit employees to a classification with similar duties does not by itself constitute an

unfair practice. However, any resulting change in wages, hours or working conditions must be bargained under the statute. In this case the employees maintained their pay level and general working conditions.

The change in work location for the custodial employees did not rise to the level of an illegal change in working conditions. The employees simply performed the same work in a different area on the employer's main campus.

One letter presented as evidence notes an apparent change in work hours for one day shift employee. The hours of the shift remained within the work hours usually defined as "day shift." Neither party presented any other evidence or testimony concerning that change in work hours. Based on that limited evidence, I cannot conclude the alteration of one day shift constituted an unfair practice.

Another Opportunity to Bargain

At a meeting on October 29, 2003, the union questioned the employer about its decision to reorganize. Naiad confirmed the union had not received notice of the reorganization prior to June 26. Lute reminded Woodard of their August conversation when she informed him that he was transferring work out of the unit. The union continued to ask questions about the employer's actions in reallocating bargaining unit employees and reassigning them to different work areas.

Woodard told the union he deleted the lead positions to provide additional cleaning hours. He decided to use the MC 2 classification because the employees would not lose any pay. Woodard confirmed he made the final reorganization decision in early June.

The employer presented the union with a final decision on June 26, 2003. Although the union stopped short of an explicit request to bargain the reorganization or its effects in June, clearly it put the employer on notice in September that it believed the employer had an obligation to bargain concerning the reorganization. If the employer presents its decision as final, or as a *fait accompli*, the union is excused from its obligation to request bargaining as it would be futile. *Clover Park School District*, Decision 3266. The employer did not provide prior notice or an opportunity to bargain to the union. Nor did the employer indicate a willingness to bargain despite the union's insistence that the employer's actions amounted to a change in working conditions. Even though the union offered the employer several opportunities to redeem itself, the employer proceeded with its reorganization without bargaining. The employer reorganized its operations to reduce the impact of future budget reductions on cleaning services. Although the employer's motives concerning employee pay were on their face laudable, the reorganization did remove work from the bargaining unit.

The employer transferred the lead custodian work historically included in the unit to supervisory positions outside of the bargaining unit without notice or opportunity for bargaining. I find that transfer of work was an unfair labor practice.

Industrial Hygienist Work

On May 29, 2003, the employer developed a new position to replace a vacant industrial hygienist (IH) position. It requested its compensation office review the new position description and determine its proper allocation. The compensation office determined the position description properly defined an exempt compliance analyst position.

The employer's human resources policy manual sets the exemption criteria for professional staff. The employer's compensation office determined the duties of the new compliance analyst position fit the internal audit and investigation exemption criteria defined as:

> Individuals responsible for examining and analyzing fiscal and/or administrative records, and institutional practices and procedures for:
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> - compliance with internal and external regulations and policies, including those for patient, worker and public health and safety;
> - effectiveness of established controls;
> - efficiency of operations; and,
> - accuracy of records
>
> Individuals report to management on investigation or audit results and resolve complaints, provide risk assessments, and/or make recommendations for training or to improve operations.

The employer posted the new exempt or professional position. On June 26, 2003, the employer's advertisement of the new position closed.

On July 3, 2003, Sakahara heard from a bargaining unit member that the employer established and advertised for a new compliance analyst position. She called Danny Kraus, the employer's labor relations representative. She informed Kraus that the union considered the work of the compliance analyst to be the same as IH work. Therefore, she asserted the employer had skimmed bargaining unit work.

On July 7, 2003, the employer responded to the union's skimming allegation. It stated it was making offers to fill the position

and would continue with the hiring process. The employer reasoned the position met its established criteria for exemption from civil service, and it was free to move ahead.

The May 2003 decision to reallocate a vacant IH position is substantively different from the reclassification of the custodial positions. The employer's decision to reallocate a vacant position is a fundamental management prerogative concerning position allocation and expenditure of available monies. I find the employer's decision to reallocate a vacant position was not a mandatory subject of bargaining.

A long line of Commission decisions point out that the bargaining obligation goes to both the decision and its effects. *Shelton School District*, Decision 8729 (PECB, 2004) and the cases cited therein. I find the employer did have an obligation to bargain the effects of its decision on the bargaining unit. Those effects included at least the reduction in the number of bargaining unit positions and/or promotional opportunities which are fundamental job security concerns.

The employer focused on its authority to decide how to allocate its resources. It ignored its bargaining obligation concerning the effects of its decision.

Although I found the decision was not a mandatory subject, a close comparison of the duties assigned to the compliance analyst and the duties assigned to an industrial hygienist indicates substantial essential function differences. I considered the written job descriptions for both positions as well as the testimony of Susan Alexander, manager of the occupational health and safety section, and Jay Herzmark, Industrial Hygienist 2.

The positions differ most markedly in their level of responsibility for program design and implementation. The compliance analyst designs health and safety strategies for the employer on a broad scale. She audits the employer's various departments that implement those programs for compliance with federal and state regulations. The compliance analyst also manages the employer's agency-wide respirator program, including government regulatory compliance.

Alexander described the compliance analyst's primary function as that of Respiratory Protection Program Administrator. Those duties include ensuring compliance with federal, state and local regulations, conducting the required assessments and audits, strategic planning, and budgeting for the respirator program. She testified the analyst would audit the industrial hygienists for compliance with federal and state regulations.

Industrial hygienists work in the field assessing the health and safety of different work environments and training employees in managing exposure to workplace hazards. Herzmark testified the employer took away his *administration* of the respirator program (emphasis mine). He described those duties as assessing exposure situations to decide on the kind of respirator needed; medically evaluating the equipment user to ensure the respirator would not make the person sick; and providing training to employees and supervisors in the proper use of respirators. He also testified he had been in charge of documenting those activities for several years. Herzmark testified he spends the majority of his time handling health hazards with cumulative effects on health, such as noise, ergonomics, and chemical exposure. The administrative tasks described by Herzmark do not equate to the responsibility of program design, funding and compliance.

Herzmark called Sakahara and told her he did not think the new compliance analyst job would differ from an IH job at all. Despite his opinion, Herzmark interviewed for the compliance analyst position. He ultimately turned it down because he believed the 5% increase in pay inadequately compensated the individual for what he saw as *additional responsibilities* (emphasis mine). I find it significant that Herzmark turned down the position because he found the pay for what he considered additional duties unacceptable.

CONCLUSIONS

The evidence in this case demonstrates the employer unlawfully failed to provide timely notice to the exclusive representative concerning its plan to reorganize custodial operations. The employer presented the exclusive representative a *fait accompli* when it unilaterally removed custodial lead work from the bargaining unit. The employer unlawfully failed and refused to bargain with the union over the removal of lead work from the bargaining unit and the effects of abolishing an industrial hygienist position.

Any facts or arguments presented at the hearing that are not cited within this decision are immaterial or not persuasive.

FINDINGS OF FACT

1. The University of Washington is a state institution of higher education within the meaning of Chapters 41.06 and 41.80 RCW.

2. The Washington Federation of State Employees, an employee organization within the meaning of RCW 41.80.005(9), is the

exclusive representative of an appropriate bargaining unit known as the "Campus-wide Bargaining Unit" of the employer.

3. The parties have a long history of collective bargaining. The parties most recently bargained an agreement dated January 27, 1993, with an automatic renewal clause in one year increments.

4. The agreement appendix contains the bargaining unit description and lists specific classifications in the bargaining unit. That list does not include the classification maintenance custodian 2.

5. In early June 2003, the employer finalized its decision to reorganize the custodial services division.

6. On June 26, 2003, at a Labor/Management Committee meeting requested by the union, the employer announced to the union its decision to reorganize custodial services. The employer made its decision in order to streamline operations, reduce the number of supervisory positions and increase the amount of custodial work performed.

7. The employer did not notify the union prior to that meeting of its reorganization decision and the resulting impact on the custodian lead positions represented by the union.

8. The employer's reorganization included discontinuing its use of the custodian lead classification and reallocating those incumbents to the maintenance custodian 2 classification.

9. In reclassifying the lead custodians, the employer moved the lead work out of the unit to restructured supervisor positions.

10. The reorganization of custodial services was presented as a *fait accompli* decision. As such it absolved the union of its obligation to request bargaining.

11. The reallocation to the maintenance custodian 2 classification in 2003 did not result in any loss of pay for the incumbents.

12. The reorganization of custodial services removed bargaining unit work, a mandatory subject of bargaining. The employer failed to bargain with the union concerning the removal of unit work.

13. The employer exercised a management prerogative when it abolished a vacant industrial hygienist position, established a new compliance analyst position and determined the new position was exempt from civil service.

14. The decision to establish the new compliance analyst position eliminated a bargaining unit position which affected the working conditions of bargaining unit employees.

15. The employer failed to bargain with the exclusive representative concerning the effects of its decision to establish the compliance analyst position.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under RCW 41.06.340 and 41.56.140 and Chapter 391-45 WAC.

2. The transfer of bargaining unit work is a mandatory subject of bargaining which must be bargained prior to a unilateral change under RCW 41.56.140(4).

3. As described in paragraphs 10 and 12 of the foregoing findings of fact, the employer failed to bargain its decision concerning the transfer of lead work out of the bargaining unit in violation of RCW 41.56.140(4) and a derivative claim of interference within the meaning of RCW 41.56.140(1).

4. As described in paragraphs 14 and 15 of the foregoing findings of fact, the employer violated RCW 41.56.140(4) when it failed to bargain the effects of its decision to abolish a bargaining unit position.

ORDER

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

1. CEASE AND DESIST from:

   a. Failing to bargain collectively with the Washington Federation of State Employees, as the exclusive bargaining representative of the appropriate bargaining unit described in paragraph 2 of the foregoing findings of fact, concerning the skimming of bargaining unit work.

   b. Failing to bargain collectively with the Washington Federation of State Employees concerning the effects of the abolishment of bargaining unit positions.

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 Chapter 41.56 RCW:

a. Restore the *status quo ante* by reinstating the lead work of custodial employees in the affected bargaining unit prior to the unilateral change found unlawful in this order.

b. Give notice to and, upon request, negotiate in good faith with Washington Federation of State Employees, before transferring bargaining unit work outside the bargaining unit.

c. Give notice to and, upon request, negotiate in good faith with the Washington Federation of State Employees regarding the effects on the bargaining unit caused by the reduction in industrial hygienist positions.

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 Board of Regents of the University of Washington, 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 28th day of December, 2004.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Starr H. Knutson

STARR H. KNUTSON, 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 restore the lead work of custodial employees in the affected bargaining unit represented by the Washington Federation of State Employees.

WE WILL give notice to and, upon request, bargain in good faith with the Washington Federation of State Employees regarding the effects of the reduction in industrial hygienist positions on the bargaining unit.

WE WILL give notice to and, upon request, bargain in good faith with the Washington Federation of State Employees regarding any future changes in working conditions affecting employees in the bargaining unit represented by the union.

WE WILL read this notice into the record at the next public meeting of the Board of Regents of the University of Washington, and append a copy to the official minutes of such 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.

DATED: _____

UNIVERSITY OF WASHINGTON

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.