STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 17, Complainant, vs. CITY OF SEATTLE, Respondent.	CASE NOS. 6254-U-86-1197 6463-U-86-1268 6464-U-86-1269 DECISION 2773 - PECB FINDING OF FACTS, CONCLUSIONS OF LAW AND ORDER

Paul M. Grace, Business Representative, appeared on behalf of the complainant.

Douglas N. Jewett, City Attorney, by Augustine Jimenez, Assistant City Attorney, and Rodney Eng, Assistant City Attorney, appeared on behalf of the respondent.

On March 5, 1986, the International Federation of Professional and Technical Engineers, Local 17 (union), filed a complaint with the Public Employment Relations Commission (PERC) alleging that the City of Seattle, acting through its City Light Department (employer), had committed unfair labor practices in violation of RCW 41.56.140(1) and (2).[1] At issue is the notice given bargaining unit employees of the right to union representation in disciplinary proceedings.

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1 Case No. 6254-U-86-1197.

On June 30, 1986, the union filed two additional unfair labor practice complaints against the employer, alleging similar violations of law under different fact patterns involving different individual employees.[2]

On October 10, 1986, the Executive Director of the Public Employment Relations Commission consolidated the three cases for purposes of hearing. In part, the preliminary ruling stated:

> The allegations of all three of the above referenced cases concern the extent of employee rights to union representation, as well as the extent of the employer's obligations concerning notice to the employees of their right to union representation. The particular conduct for which the employees were disciplined will be much less important to the disposition of these cases than the determination of whether employer conduct had (or reasonably could have been understood by the employees to have) interfered with the exercise of employee rights under Chapter 41.56. RCW.

A hearing was held on December 8, 1986 in Seattle, Washington, before Walter M. Stuteville, Examiner.

Amendment of the Complaints

Amendment to an unfair labor practice complaint is allowed under the Commission's rules, as follows:

> **WAC 391-45-070 Amendment.** Any complaint may be amended upon motion made by

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2 Case Nos. 6463-U-86-1268 and 6464-U-86-1269.

> the complainant to the executive director or the examiner prior to the transfer of the case to the commission.

At the opening of the hearing, the union moved to amend all three complaints to include additional factual allegations and additional remedies. The employer objected to the proposed amendments, which it claimed would significantly change the scope of the issues that had been identified in the preliminary ruling issued by the Executive Director. Further, to the extent that the new amendments raised an issue of just cause, it was the position of the employer that such issues had been presented to an arbitrator under the contract grievance procedure and were, therefore, not properly before the Examiner in these unfair labor practice proceedings.

The amendments proposed by the union were accepted only to the extent that they asserted factual allegations in concert with the original complaints and did not expand the issues beyond the preliminary rulings issued by the Executive Director. Specifically, the amendments offered by the union were accepted by the Examiner where they dealt with facts and remedies related to the employer's conduct in processing disciplinary actions against four employees. Concurring with the employer, the Examiner rejected proposed allegations and remedies relating to whether there was just cause for the discipline actually imposed. Such allegations are, as was argued, contractual in nature and appropriately determined under the grievance and arbitration procedure of the contract. PERC has no jurisdiction to remedy contract violations through the unfair labor practice provisions of the statute. City of Walla Walla, Decision 104 (PECB, 1976).

BACKGROUND AND ARGUMENTS IN CASE NO. 6254-U-86-1197

The union asserts in Case No. 6254-U-86-1197 that the procedures utilized by the employer in disciplining City Light employees Sandra Shockley and Hans de Ruiter interfered with their statutory right to representation. The union had alleged in the complaint that the memoranda used in their disciplinary actions were identical, however only evidence concerning Shockley was presented at the hearing. Neither evidence nor documentation was presented in regard to De Ruiter.

Sandra Shockley had been employed as an Electrical Service Representative and Credit Representative with City Light since October 23, 1985. On February 24, 1986, Shockley received the following memo:

> TO: Sandra Shockley, Electrical Service Representative
>
> FROM: Randall W. Hardy, Superintendent
>
> SUBJECT: Notice of Employee's Opportunity to Respond to Proposed Disciplinary Action
>
> Based on the charges summarized below and the evidence documented in the attached report, it has been proposed that your employment with Seattle City Light be terminated. Attached is a copy of the proposed termination letter. It has been further proposed that your offer to resign be considered as an alternative.
>
> . . . [details of charges omitted] . . .
>
> An explanation of the evidence supporting these charges will be found in the attached memorandum and report dated January 2, 1986. This evidence was shared with you and your union representative, Paul Grace, on Thursday, January 23, 1986. Others present included Ronald Takemura, Manager,

Consumer Advisory Services; and Charles Benson, Consumer Advisory Services Supervisor, South.

You were informed at this meeting that the infractions were very serious. There is evidence that they have been frequent and occurred over an extended period of several years. In a letter dated January 30, 1986 your union representative Paul Grace, posed some additional questions; you made no response the charges. City Light finally responded to this request on February 5, 1986. In a final reply dated February 11, 1986, your union representative stated that you preferred to withhold comment pending notification of City Light's proposed disposition.

Your decision to make no response has left me with no alternative but to consider the evidence at hand and proceed on that basis. This memorandum is written to advise you of your further right to submit an explanation directly to me as Superintendent of the City Light Department and describe your response to the proposed disciplinary action.

<u>You are also advised that you may have an attorney or some other representative assist you in the preparation of your explanation at your own expense</u>. In the event your explanation is made orally, your attorney or representative may attend a scheduled hearing. The purpose of this procedure is to avoid mistakes and assist me in reaching a decision on the proposed disciplinary action. This procedure is not intended for the presentation of testimony, the presentation of witnesses nor the cross-examination of any witnesses against you. However, this procedure is an opportunity for you to present your response to the proposed disciplinary action and for me to evaluate your response prior to taking any final action. (emphasis supplied)

You must respond to this notice within three (3) working days but in no event later than Thursday 27, 1986, to set up an

> appointment to present your explanation in person. Your failure to respond by this date will be deemed a waiver of your right to submit an explanation and a decision will be made without your input. Upon my consideration and review of your explanation, you will be advised of my decision as soon as it is available.

A copy of the memorandum was directed to Shockley's union representative, Paul Grace.

The union alleges that the phrase

> . . . you may have an attorney or some other representative assist you in the preparation of your explanation at your own expense.

was confusing, misleading and interfered with Shockley's rights under the collective bargaining law. It contends that telling the grievant that she must pay for her representative led her to believe that the union was not an appropriate representative for her in this matter.

The employer defends its memorandum, arguing that there was no evidence of any direct attempt to communicate, or even suggest, that the employee should not seek union counsel or representation. The employer points out that the union had already been involved at the earlier investigatory stages of this disciplinary action, and that a copy of the memo at issue has been sent to the union.

BACKGROUND AND ARGUMENTS IN CASE NO. 6463-U-86-1268

Case No. 6463-U-86-1268 involves Anne Hedley, who is employed by City Light as a tree trimmer. On March 28, 1986, Hedley met with her supervisor, John Summers, and the Chief Civil

Engineer, Wayne Bishop, to discuss some allegations of misconduct. Hedley was accompanied by her shop steward, Barbara McDaniel. McDaniel actively participated in the meeting.

On May 13, 1986, the union wrote the employer requesting disposition of the proposed discipline against Hedley.

On May 21, 1986, Hedley received the following memo:

> TO: Anne Hedley, Tree Trimmer Representative
>
> FROM: Randall W. Hardy, Superintendent
>
> SUBJECT: Notice of Employee's Opportunity to Respond to Proposed Disciplinary Action
>
> Based on the charges and evidence summarized below, the following disciplinary action has been proposed:
>
> Suspension of five (5) days
>
> You have been CHARGED with the following violation:
>
> . . . [details of charges omitted] . . .
>
> An explanation of the EVIDENCE supporting these charges will be found in the attached memorandum.
>
> This is to advise you of your right to submit a written explanation to the Superintendent of City Light describing your response to the proposed disciplinary action. The attached form is provided for this purpose and for your convenience.
>
> This procedure is an opportunity for you to present your response to the proposed disciplinary action and for me to evaluate your response prior to taking any final action.

> You must respond to this notice within three (3) working days, but in no event later than May 27, 1986. Your failure to respond by this date will be deemed a waiver of your right to submit an explanation, and a decision will be made without your input. Extension of this three (3) working day response period will be provided only on the basis of extenuating circumstances or for good cause.
>
> Upon by consideration and review of your explanation, you will be advised of my decision as soon as it is available.

The employer's final decision, also communicated in memo form, was as follows:

> DATE: June 5, 1986
>
> TO: Anne Hedley
>
> FROM: Randall W. Hardy, Superintendent
>
> SUBJECT: Suspension
>
> By memorandum of May 15, 1986, you were afforded the opportunity to provide me a written response to a proposed disciplinary action of suspension for five (5) days. This action was proposed based on charges of your unauthorized use of City equipment and infractions relating to working hours. This opportunity to afford you due process, and present your response, was provided as required by the Supreme Court in Cleveland Board of Education v. Loudermill. As of this date, I have not received a response from you.

> In light of evidence presented to me, I have determined there is just cause to suspend your employment for a period of five (5) days. I find the evidence demonstrates that you:
>
> . . . [details of charges omitted] . . .
>
> In establishing the length of your suspension, I have taken into consideration your cooperation and forthright manner in responding to these serious infractions. I am hopeful this is indicative of your commitment to regain the full measure of trust and responsibility inherent in your position.
>
> Your suspension is effective from Monday, June 16, 1986 through Friday, June 20, 1986.
>
> You have twenty (20) calendar days from the effective date of this suspension to appeal this action to the Civil Service Commission if you so desire.

The union first alleges that the employer failed to furnish it with copies of the memos to Hedley, in spite of a specific request from the union. This failure, the union argues, should be a per se violation of a bargaining unit member's right to representation. The union also argues that the reference in the June 5, 1986 memo to Civil Service appeal rights was a direct attempt to circumvent the grievance procedure of the collective bargaining agreement.

The employer points out that Hedley was, in fact, represented at the disciplinary meeting, and was, therefore, aware of her right to union representation. The employer contends that its reference to civil service procedures in the June 5, 1986 memo was required by civil service regulations, and was not intended to suggest against use of the contract grievance procedure.

BACKGROUND AND ARGUMENTS IN CASE NO. 6464-U-86-1269

Case No. 6464-U-86-1269 involves Evelyn DeFreitas, an administrative assistant employed by Seattle City Light. In March of 1986, DeFreitas was assigned to work in the law department of City Light. In April of 1986, she was given a series of three memos concerning proposed disciplinary actions.

DeFreitas was called into the office of Law Department supervisor Arthur Lane on or about April 9, 1986. Her Law Department supervisor, Khalilah Rashad, and her City Light supervisor, Sue Mar, were present with Lane. Mar gave DeFreitas the first of the three memos, which stated:

> TO: Evelyn DeFreitas, Administrative Specialist II
>
> FROM: Randall W. Hardy, Superintendent
>
> SUBJECT: Notice of Employee's opportunity to Respond To Proposed Disciplinary Action
>
> Based on the charges and evidence summarized below, the following disciplinary action has been proposed:
>
> SUSPEND you without pay for 1 day;
>
> You have been CHARGED with the following violations:
>
> . . . [details of charges omitted] . . .
>
> An explanation of the EVIDENCE supporting these charges will be found in the proposed disciplinary action memorandum.
>
> This is to advise you of you right to submit a written explanation to the Superintendent of City Light describing your response to the proposed disciplinary action. The attached form is provided for this purpose and for your convenience. The purpose of this procedure is to provide an

> opportunity for you to present your response to the proposed disciplinary action and for me to evaluate your response prior to taking any final action.
>
> You must respond to this notice within three (3) working days, but in no event later than April 14, 1986. Your failure to respond by this date will be deemed a waiver of your right to submit an explanation and a decision will be made without your input. Extensions of this three (3) working day response will be provided only on the basis of extenuating circumstances or for good cause.
>
> Upon my consideration and review of your explanation, you will be advised of my decision as soon as it is available.

DeFreitas was told that the management personnel present at the meeting did not want to discuss the memo at that time, but that a meeting could be scheduled if she had any questions. She was further advised that she could "consult with other parties" if she so desired. She then left the meeting without comment, but later provided a written response to the charges.

On April 18, 1986, DeFreitas was notified, by memo, that Hardy had decided to recommend a written reprimand. That memo was delivered to DeFreitas by Mar, without discussion. In the memo the superintendent stated that he was recommending that her supervisors consider giving her a written reprimand in part because of DeFreitas' response to him.

The reprimand was given to DeFreitas on April 24, 1986, in the form of a memo from Arthur Lane via Sue Mar. The reprimand included a summary of the events leading to the memo and a standard of performance expected under the supervision of Rashad. Again, the memo was delivered without discussion. DeFreitas was employed within the bargaining unit represented

by the union at all times during this disciplinary procedure. During the period described above, DeFreitas did not request union representation; nor was she advised by the employer as to her rights concerning union representation.

The union takes the position that the employer's failure to reference union representation in the employer's disciplinary memos inferred that the affected employee could not discuss the memo with the union nor have assistance from the union.

The employer counters with an explanation of the department-wide disciplinary program at City Light, in which the severity of the offense determines the magnitude of the response. Relatively minor breaches of discipline are responded to by a suspension and require only a written "explanation" from the employee. Other offenses involving demotions or terminations require a hearing with the superintendent or a written explanation. Comments concerning representation or counsel are made only in the latter instances; in what is judged to be the more serious situations. The employer also argues that there was no evidence of any employer representative directly suggesting that the employee DeFreitas should not nor could not have union representation at anytime during the disciplinary procedure.

DISCUSSION

The union has argued that the employer's conduct in administering each of the disciplinary actions involving Shockley, DeFreitas and Hedley constituted an interference and/or restraint of the employee's right of union representation and an interference with the union in its obligation to represent

bargaining unit members. The union is charging in these cases that the employer has violated RCW 41.56.140(1) and (2), which provide:

> 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 granted by this chapter;
> (2) To control, dominate or interfere with a bargaining representative;
>
> * * *

The union argues that these three cases, taken together, demonstrate a pattern of interference with employee representation rights and a circumvention of the exclusive bargaining representative. Whether or not the employer intended to mislead the employees, the union alleges that the employees were confused by statements in the memos which inferred that someone other than the union would be an appropriate representative and by the omission of any references to their ability to use union representation or assistance. On close examination, it is concluded that two of the incidents are violations of the law, while the third is not.

The test for judgment on "interference" allegations has been determined by both the National Labor Relations Board and the Public Employment Relations Commission. A showing of intent or motivation is not required. Nor is it necessary to show that the employees concerned were actually interfered with or coerced. The NLRB in American Freightways Co. Inc., 124 NLRB 146 (1959) held that:

> It is well settled that the tests of interference, restraint, and coercion under section 8(a)(1) of the Act does not turn on the employer's motive or on whether the

> coercion succeeded or failed. The test is whether the employer engaged in conduct which it may reasonably be said, tends to interfere with the free exercise of employee rights under the Act.

In City of Mercer Island, Decision 1580 (PECB, 1983), the test was restated as:

> It is sufficient that there is a threat which was reasonably perceived by the employees as an attempt to interfere with the rights conferred by RCW 41.56.

The employer urges a different standard, saying that there has been no showing of union animus on the part of the employer or of disparate treatment in the administration of disciplinary procedures. The employer would have the Examiner require the union to "show a clear-cut violation" of the prohibition of interference with, or circumvention of, union representation; an inference of disapproval does not, in the employer's view, meet the standard. Its arguments must be, and are, rejected on the basis of the cited precedent.

The Incomplete Statement of Rights Re: Shockley

Sandra Shockley was advised in a standard form disciplinary memo that "you may have an attorney or some other representative assist you at your own expense." The statement is general, and is clearly capable of differing interpretations. Although it was undoubtedly meant to communicate that the city would not be footing the bill for the employee's representation, it could have been more carefully drafted.

Referencing an attorney as a possible representative does not, on its face, exclude union representation. Some union representatives may be attorneys, or a union may retain an attorney to represent employees in processing grievances. Nor

does the memo sent to Shockley claim or appear to claim to be a full and detailed explanation of employee rights in disciplinary matters, such that the employee would necessarily not seek out additional counsel on the matter.

On the other hand, the employer's form letter language is so general as to be capable of carrying the implications imputed by the union. Shockley was, in fact, confused by the language. The record shows that she had earlier been advised by a supervisor to seek union assistance. The letter from the department head makes no reference to the possibility of union representation. The phrase "at your own expense" only tends to add to the potential for employee confusion. The union would have undertaken the expense of representation by a union official or union-hired attorney, so an employee could reasonably imply that the department head was suggesting that someone other than the union should be representing them.

However intended, it is concluded that the employer's incomplete statement of rights could reasonably have been taken by Shockley in a manner which interfered with her exercise of right to representation under Chapter 41.56 RCW, and so violated RCW 41.56.140(1).

Incomplete Statement of Rights Re: Hedley

Several memos were issued to Ann Hedley during the course of the disciplinary action described above. The union was not provided with contemporaneous copies of all of those memos; from which the union argues that the employer has committed a per se unfair labor practice. The union does have an affirmative obligation to administer the collective bargaining agreement, and therefore has a right to information concerning disputed disciplinary actions. Pullman School District,

Decision 2632 (PECB, 1987). But the union would go farther here, claiming that all disciplinary notices should be sent to the union, and that failure to do so constitutes a violation of the law. That argument goes too far. In Toutle Lake School District, Decision 2474 (PECB, 1986), a union was not entitled to information concerning a disciplinary action which went undisputed and was therefore not a subject for contract administration.

Like Shockley, Hedley received a memo during the course of a disciplinary action which purported to advise her of her appeal rights. Like the memo provided to Shockley, the advice was incomplete and potentially misleading. The memo mentioned Hedley's right of appeal to the Civil Service Commission, but did not refer to rights available under the collective bargaining agreement and its grievance procedure.

It is reasonable that, where an employer chooses to advise an employee as to some procedural rights, then there is an affirmative obligation to give a full and complete explanation. The employer's "the civil service rules made us do it" defense is not persuasive. As noted in City of Seattle, Decision 2737 (PECB, 1987), this employer has chosen to provide its employees a set of employment rights outside of the rights provided by the state collective bargaining law. The existence of such additional rights does not excuse the employer from its duties under Chapter 41.56 RCW. It is not reasonable to expect that an employee will understand the intricacies of the interface between a collective bargaining agreement grievance procedure and a civil service appeal procedure. When the employer decided to advise Hedley of her rights under the city's civil service system, there should also have been included a statement concerning the appeal rights through the collective bargaining agreement grievance procedure. The

conclusion is that the employer's incomplete statement of rights did interfere with Hedley's right to representation under Chapter 41.56 RCW and so violated RCW 41.56.040(1).

The Absence of Advice Concerning Rights Re: DeFreitas

The memo "Employee's Notice of Opportunity to Respond to Proposed Disciplinary Action" received by Evelyn DeFreitas made no mention of union representation. It merely advised the employee to submit a written response to the proposed disciplinary action. It does not attempt or appear to attempt to be an explanation of employee rights, but only explains to the employee what is the next step in the employer's disciplinary procedure. Different from the partial (and ambiguous) statement of rights provided to Shockley, or the partial statement provided to Hedley, the union only attacks silence in the case of DeFreitas.

In essence, the union would put the employer under an affirmative obligation to notify the employee of their rights under the state collective bargaining law. No legal authority is cited for that proposition, and it would certainly go beyond established precedent in this area of labor relations. Employees have a right, under certain circumstances, to union representation under NLRB v. Weingarten, Inc., 420 U.S. 251 (1975) and its progeny including Okanogan County, Decision 2252-A (PECB, 1986), but the employee must make the request for the union to be present. City of Montesano, Decision 1101 (PECB, 1981). Weingarten does not obligate an employer to inform an employee of the scope of their union representation rights in a notice of disciplinary action. The union cites King County, Decision 1698 (PECB, 1983) as condemning a similar example of employer behavior, but that case dealt with "investigatory meetings" and was directly in line with

Weingarten. It is not directly on point here. Likewise, City of Mercer Island, Decision 1460-A (PECB, 1982), also cited by the union, is not on point, as it concerned an employees choosing to use a personnel policy appeal procedure rather than the grievance procedure.

Were the union's primary theory not subject to rejection on the basis of precedent, it would be rejected on policy grounds. Basically, the union is asking for a ruling that would extend the Weingarten protection to all contacts between an employer and an employee concerning disciplinary actions. To hold that an employer must, in every instance of correspondence regarding discipline or notice of proposed discipline, outline for an employee all rights of representation would negate the responsibility of the employee to know what his or her rights are, or to at least to know how to find them out. Similarly, it would negate the parallel responsibility of the union to instruct employees in their rights and responsibilities.

Finally, rejection of the argument can also be based on the facts of this case. This was not a situation where the employee had to respond immediately. Rather, in each of these cases the employer gave notice to employees of proposed disciplinary actions and requested a response, in writing or in person, at a later date. An immediate answer was not requested, and in the DeFreitas case was specifically not allowed. The employees had time to decide what resources to use in their defense. The environment is thus far from the "star chamber" type of proceeding, where an employee is subjected to impromptu interrogation without representation or counsel. Written notices of proposed disciplinary action asking for a response from the employee at a later date should not necessitate a reference to possible sources of assistance in formulating an answer.

The memo at issue is not coercive, nor does it interfere with employee rights.

Remedies

The employer will be ordered to cease and desist from using incomplete notices which actually or impliedly conceal or subordinate employee rights arising under Chapter 41.56 RCW, and to post appropriate notices to employees. Such actions will correct this type of problem for the future.

The union has not established that either Shockley or Hedley suffered increased discipline or other actual prejudice because of the incomplete notices given to them. Accordingly, under Okanogan County, supra, there is no occasion to reverse or order reconsideration of the merits of the underlying discipline.

Finally, the union asked in its amended complaint for an award of attorney's fees. Such a remedy reserved for violations of an extraordinary nature, and is not warranted by the facts of these cases. City of Seattle, Decision 2134 (PECB, 1985).

FINDINGS OF FACT

1. The City of Seattle is a municipality of the State of Washington, and is a public employer within the meaning of RCW 41.56.030(1). Among other municipal functions, the employer operates a City Light Department.
2. International Federation of Professional and Technical Engineers, Local 17, a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargain-

ing representative of certain employees of the City of Seattle, including employees of the City Light Department.

3. Sandra Shockley, Ann Hedley and Evelyn DeFreitas are "public employees" within the meaning of RCW 41.56.030(2). At all times relevant to these proceedings they were employed by the City of Seattle in the City Light Department, and were within the bargaining unit represented by International Federation of Professional and Technical Engineers, Local 17.

4. On February 24, 1986, Shockley received a "Notice of Employee's Opportunity to Respond to Proposed Disciplinary Action" from the employer which advised her of proposed disciplinary action. That notice incompletely informed Shockley of her rights by stating that she could have an attorney or some other representative assist her at her own expense, but omitting reference to union representation rights under the collective bargaining agreement or Chapter 41.56 RCW.

5. On May 21, 1986, Hedley received a memo entitled "Suspension" which advised her that she had been suspended from work for a violation of specific work rules. Such notice incompletely informed Hedley of her rights; stating that she had twenty days to appeal the suspension to the employer's civil service commission, but omitting reference to her union representation rights under the collective bargaining agreement or Chapter 41.56 RCW.

6. On April 9, 1986, DeFreitas received a "Notice of Employee's Opportunity to Respond to Proposed Disciplinary Action" which advised her of proposed disciplinary action.

Such notice did not purport to advise DeFreitas of any union representation rights concerning resolution of the dispute.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in these matters pursuant to Chapter 41.56 RCW.

2. By providing employee Sandra Shockley with incomplete and ambiguous advice in a disciplinary memorandum concerning her rights to representation; which advice could reasonably be taken by the employee as limiting or distracting from rights under the collective bargaining agreement and Chapter 41.56 RCW, the City of Seattle has interfered with, restrained and coerced a public employee in the exercise of rights protected by RCW 41.56.040 and has committed an unfair labor practice in violation of RCW 41.56.140(1).

3. By providing employee Anne Hedley with incomplete and ambiguous advice in a disciplinary memorandum concerning her rights to appeal to a civil service commission and omitting any reference to alternative rights available to the employee under the collective bargaining agreement; which advice could reasonably be taken by the employee as limiting or distracting from rights under the collective bargaining agreement and Chapter 41.56 RCW, the City of Seattle has interfered with, restrained and coerced a public employee in the exercise of rights protected by RCW 41.56.040 and has committed an unfair labor practice in violation of RCW 41.56.140(1).

4. By not referencing representation rights in a memo notifying employee Evelyn DeFreitas employee Evelyn DeFreitas of possible disciplinary action; the City of Seattle has not interfered with the exercise of employee rights and has not committed an unfair labor practice.

5. The circumstances involved in these cases do not warrant the imposition of an extraordinary remedy.

ORDER

Based on the foregoing and the record as a whole, it is ORDERED that the Light Department of the City of Seattle, its officers and agents, shall immediately:

1. Cease and desist from:

   a) Interfering with, restraining or coercing public employees in the exercise of their rights secured by RCW 41.56.040, including the failure to include the collective bargaining grievance procedure when enumerating appeal procedures in a notice of disciplinary action.

   b) In any other manner directly or indirectly implying that employees should forego pursuit of their rights under the collective bargaining agreement and Chapter 41.56 RCW in preference for other rights or procedures.

2. Take the following affirmative action which the Commission finds will effectuate the purposes and policies of Chapter 41.56 RCW:

a) 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, after being duly signed by an authorized representative of the city of Seattle, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the City of Seattle to ensure that said notices are not removed, altered, defaced or covered by other material.

b) Notify the Executive Director of the Commission, in writing, within thirty (30) days following the date of this order, as to what steps have been taken to simply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceding paragraph.

DATED at Olympia, Washington, this 16th day of September, 1987.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

WALTER M. STUTEVILLE, Examiner

This order may be appealed
by filing a petition for review
with the Commission pursuant to
WAC 391-45-350.

APPENDIX "A"

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATION COMMISSION AND IN ORDER TO EFFECTUATE THE POLICIES OF RCW 41.56, WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT interfere with, restrain or coerce employees in the exercise of their rights conferred by the Public Employees Collective Bargaining Act, Chapter 41.56 RCW, by failing to apprise them of their rights under a collective bargaining agreement when advising employees of their rights under civil service or other procedures.

CITY OF SEATTLE

By:_____
AUTHORIZED REPRESENTATIVE

Dated_____

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

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by other material. Any questions concerning this notice or compliance with its provision may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone: (206) 753-3444.