State - Washington State Patrol, Decision 11863 (PECB, 2013)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON STATE PATROL TROOPERS ASSOCIATION, Complainant, vs. STATE - WASHINGTON STATE PATROL, Respondent.	CASE 24232-U-11-6208 DECISION 11863 - PSRA FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Vick, Julius, McClure, P.S. by *Jeffrey Julius,* Attorney at Law, for the union.

Attorney General Robert W. Ferguson, by *Stewart Johnston*, Assistant Attorney General and *Kristi D. Kelly*, Assistant Attorney General, for the employer.

On September 8, 2011, the Washington State Patrol Troopers Association (union) filed a complaint against the Washington State Patrol (employer) alleging interference. On September 16, 2011, Unfair Labor Practice Manager David I. Gedrose issued a preliminary ruling finding a cause of action. The Commission assigned the case to Jamie L. Siegel who held a hearing on March 27 and 28, 2013.[1] The parties filed post-hearing briefs on June 10, 2013.

ISSUE

Did the employer interfere with employee rights in violation of RCW 41.56.140(1) when the employer directed a union representative not to interview potential witnesses until after the employer completed its internal investigation?

[1] The hearing was originally scheduled for February 2012, then October 2012; I granted uncontested requests for continuances.

The employer interfered with employee rights when it directed a union representative who was working on behalf of a bargaining unit employee under investigation not to interview bargaining unit witnesses until after the employer completed its internal investigation.[2]

BACKGROUND

The employer employs approximately 1158 commissioned law enforcement employees. The union represents a bargaining unit of commissioned employees through the rank of sergeant. At all relevant times, the employer and union were parties to a collective bargaining agreement (CBA).

The employer maintains a detailed procedure for processing and investigating allegations of employee misconduct. More than 12 pages of the CBA address the topic of employee rights in investigations, discipline, and discharge.

In accordance with the procedures and CBA, after accepting complaints against employees, the employer conducts investigations at either the local level or through the internal affairs unit (IA) of the employer's Office of Professional Standards (OPS). When IA conducts the investigation, the employee who is the subject of the investigation is typically the last person interviewed.

On June 22, 2011,[3] the employer provided notice to a bargaining unit employee that IA was starting an investigation into his alleged policy violations. The employer classified the alleged policy violations as a "major first," which meant potential discipline ranged from an 11-day suspension to termination. The employer issued the employee its standard "Administrative Investigation Advance Notice Form" which defines the allegation and provides the employee information about the investigation process. Included on the form is the following Restrictive Contact Order which directs the employee not to communicate regarding the matter:

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2 This case involves bargaining unit employee witnesses only. Although the complaint addressed a possibly broader category of witnesses, at hearing and in its post-hearing brief the union limited its focus to the employer's direction as it relates to interviewing bargaining unit employee witnesses. As a result, this decision does not address the broader issue of non-bargaining unit witnesses.

3 All dates are 2011 unless otherwise noted.

> Effective immediately, you are directed by the Chief of the Washington State Patrol to have no communication regarding this matter, either on-duty or off-duty, with any person who is a potential witness or may be materially involved with the administrative investigation.
>
> This directive means you are prohibited from communicating to these individuals about this matter by any means to include: fax, telephone, mail, electronic messaging, in-person, person to person relay or any other form of communication.
>
> Failure to comply with this directive shall be considered a violation of regulations 8.00.120 Insubordination and 12.00.020 Complaints; II. Policy (G) Interference with Discipline, and may result in discipline up to and including termination. You are not prohibited from discussing this matter with your union representative and/or legal advisor.
>
> This directive will remain in effect until either the adjudication or conclusion of the administrative investigation. Note: Adjudication or conclusion of the case is when either the employee has been advised in writing by the appointing authority of a non-adverse finding, contemplated proven finding, or a settlement agreement has been reached. If a settlement agreement is reached, the directive will no longer be in effect on the date of the last signature of the settlement agreement.

The employer did not place the employee on administrative leave or otherwise impact his employment status.

On June 22, the employee under investigation sought the assistance of Trooper Spike Unruh, a union executive board member. Unruh asked the employee for his version of events as well as the names of possible witnesses. The employee identified several bargaining unit employees as potential witnesses. After acquiring the employees' telephone numbers from dispatch on June 23, Unruh telephoned three of the employees to learn what they witnessed. There is no evidence that Unruh engaged in this activity while on duty.

Unruh informed Captain Karen DeWitt that he would serve as union representative for the employee under investigation. On June 23 Unruh and DeWitt spoke several times concerning the investigation. In one of their conversations, Unruh noted he had talked to witnesses. After speaking with Lieutenant Rob Huss in IA, DeWitt informed Unruh that he could not contact witnesses prior to the conclusion of the employer's investigation. Unruh understood from the conversations with DeWitt that the employer believed he was interfering with its investigation

and he needed to stop. Unruh reported DeWitt's direction to union president Tommie Pillow and vice president Mark Soper. Unruh did not talk with additional witnesses for fear of discipline.

On July 8, Soper e-mailed Captain Mike DePalma of OPS seeking clarification of the employer's position on the issue of interviewing bargaining unit employees. On July 13, DePalma replied to Soper's e-mail and clarified that the union's interviews needed to wait until after the employer completed its investigation and provided the employee the initial determination:

> The Agency perspective is that OPS is responsible for conducting the administrative investigations, to include interviewing all witnesses. The whole purpose of the restrictive orders is to prevent any undue influence on witnesses and allow the investigators to obtain unimpeded responses to their specific questions. The result of this process is a fair and impartial investigation that is complete and thorough for the appointing authority to review.
>
> The appropriate timing for a representative of any association to interview or contact witnesses is after the initial determination is provided to the affected employee. This allows the representative and employee to solicit information in preparation for their Pre-determination (Loudermill) hearing. As you are aware this has been the long standing process that has been followed by the Agency.
>
> The Office of Professional Standards is always available to address any questions or concerns that may arise from an investigation. If appropriate and with the agreement of the appointing authority we are willing to discuss particulars from an investigation to facilitate a settlement agreement.

Unruh represented the employee under investigation at an investigatory interview on July 26. The employer held the employee's pre-determination conference on October 21. The parties raise no issue with what occurred at or after the investigatory interview or the pre-determination conference.

APPLICABLE LEGAL STANDARDS

Interference

An employer commits an unfair labor practice if it interferes with, restrains, or coerces employees in the exercise of rights protected by Chapter 41.56 RCW. RCW 41.56.040

establishes the rights of employees to organize and designate representatives without interference as follows:

> No public employer, or other person, shall directly or indirectly, interfere with, restrain, coerce, or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.

The union bears the burden of proving employer interference. WAC 391-45-270. The Commission finds unlawful interference where one or more employees could reasonably perceive an employer's action as a threat of reprisal or force, or promise of benefit, associated with the exercise of protected rights. The union need not show the employer intended to interfere or the employees involved actually felt threatened. *City of Tacoma*, Decision 6793-A (PECB, 2000). The Commission does not base a finding of interference on the reaction of the particular employee involved; instead, it bases its determination on whether a typical employee could reasonably perceive the action as discouraging protected activity. Additionally, the union bears the burden of establishing that the employer's conduct resulted in harm to protected employee rights. *City of Wenatchee*, Decision 8802-A (PECB, 2006).

Waiver by Contract

When negotiating collective bargaining agreements, parties sometimes agree to provisions that waive or alter their statutory bargaining rights. *State - Social and Health Services*, Decision 9690-A (PSRA, 2008). For parties to effectively waive statutory collective bargaining rights, they must consciously agree to the waiver. The waiver must be clear and unmistakable and cannot be implicit. *City of Wenatchee*, Decision 8802-A. The party alleging a waiver bears the burden of proof. WAC 391-45-270(1)(b).

ANALYSIS

The parties agree that when a bargaining unit employee faces potential discipline, the union has a right to interview bargaining unit employee witnesses. The parties dispute the timing of the union's interviews.

The union argues the employer interfered with protected activity by directing Unruh not to interview witnesses until the employer's investigation concluded. The employer asserts it did not commit an interference violation because the union had no right to interview witnesses until after the employer concluded its investigation and the restrictive contact order terminated. The employer argues Unruh's interviews occurred prior to any grievable action, were outside the scope of collective bargaining and, therefore, were not protected by Chapter 41.56 RCW. The employer also argues that after its investigation concluded, the union had sufficient time to interview witnesses prior to the employee attending a pre-determination conference.

Protected Activity

Both parties cite my decision in *City of Pullman*, Decision 11148 (PECB, 2011), *aff'd* Decision 11148-A (PECB, 2012), concerning union investigations in which I wrote:

> Unions maintain a variety of rights relating to the support and assistance of bargaining unit employees who are the subject of employer investigations. For example, unions have a right to investigate issues relating to the potential disciplinary action of an employee. Unions also have the right to represent employees through the disciplinary and grievance process.

In *City of Pullman*, unlike the present case, the union's investigation took place after the employer's internal investigation concluded. In this case, the employer argues the timing makes a difference and the union had no right to interview bargaining unit employees prior to the employer completing its internal investigation. I disagree.

As the Commission stated in *City of Tacoma*, Decision 6793-A (PECB, 2000), "A union official must be free to conduct union business without interference from the employer." Conducting union business necessarily includes union executive board members and representatives communicating with bargaining unit employees.

In the context of determining whether activity is protected for purposes of analyzing a discrimination complaint, the Commission recently articulated a broad consideration of protected activity: "When determining whether activity is protected, we first look at whether, on its face, the activity was taken on behalf of the union." *University of Washington*, Decision 11199-A

(PSRA, 2013); *see also City of Seattle*, Decision 10803-A (PECB, 2011), *aff'd* 10803-B (PECB, 2012) (union president's letter to the employer was protected because the union was working on behalf of one of its members).

Here, a bargaining unit employee under investigation requested assistance from a union executive board member. To better understand what transpired and to effectively represent the employee during the course of the employer's investigation, the union representative interviewed several bargaining unit employees who were potential witnesses to the conduct in question. The union representative's activity on behalf of the employee related to the parties' collective bargaining relationship and involved the administration of the collective bargaining agreement.

Unruh and union president Tommie Pillow credibly testified about the important role interviewing potential witnesses can sometimes play in effectively representing employees prior to investigatory interviews. For example, talking to witnesses prior to the investigatory interview allows the union representative to test the veracity of the employee under investigation. Union president Tommie Pillow testified about uncovering potential employee dishonesty as follows:

> Well, you want to try to get the most factual information that you can. And we tell them [union executive board members] right up front, you are going to find as long as you are on the executive board that there is going to be times when members are going to come to you, and they're not going to tell you either all of the facts or they're going to twist the facts or they're just going to flat out lie to you. And so you need to, if you can, talk to some other people and try to get those facts in line. Because our role again is not to be the defense counsel but to try to provide the best representation for that individual. And in some cases the best representation for an individual, depending on what happened, is for that person to resign. And usually when you get into a situation where that's a possibility, that member is even more reluctant to give you all the information. Seems like the more serious the offense or allegations are the less likely that someone is going to be forthcoming, if you will. So we tell them expect that, don't take everything at first, firsthand what this person tells you.

Learning of potential dishonesty affords the representative the opportunity to counsel the employee under investigation about how critical truthfulness is when being interviewed.

Learning of potential dishonesty also may help the union representative to explore early resolution and the possibility of settling the potential disciplinary situation.[4]

The employer argues that it has the exclusive right to investigate potential employee misconduct, stating in its brief: "The IA process is an internal managerial function owned exclusively by WSP."[5] I find ownership of the employer's investigation process is not at issue in this case. Clearly, accountability for the process rests with the employer. The union representative's decision to interview bargaining unit witnesses does not constitute a union attempt to take over or interfere with the employer's investigation process. The union representative interviewed bargaining unit employees to be prepared to effectively represent the employee who requested his assistance.

A union representative working on behalf of a bargaining unit employee who is the subject of an employer investigation is engaged in protected activity when the representative interviews bargaining unit employees who are potential witnesses. This is the case whether the representative interviews the employees before or after the employer investigation concludes. As described below, however, union representatives must act reasonably.

Rights Not Absolute - Reasonableness

As stated in *City of Pullman*, Decision 11148 (PECB, 2011), *aff'd* Decision 11148-A (PECB, 2012), the right to investigate issues relating to the potential disciplinary action of an employee is not absolute. *Vancouver School District v. SEIU Local 92*, 79 Wn. App. 905 (1995), *review denied*, 129 Wn.2d 1019 (1996). Employees and unions do not enjoy immunity for all conduct they engage in while defending employee rights. In *Vancouver School District*, the Washington State Court of Appeals adopted a reasonableness test for assessing whether otherwise protected behavior loses its protection:

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[4] Section 19.2 of the collective bargaining agreement encourages the settlement of potential disciplinary situations at the earliest possible opportunity, including prior to investigatory interviews: "...complaints involving members of the bargaining unit shall be resolved in a manner that is expeditious, fair, just, reduces the amount of formal process and is designed to resolve issues at the lowest possible level. The Employer will continue to use the Non-Investigative Matters (NIM) and Settlement Agreement Process as mechanisms for accomplishing this goal."

[5] Employer Brief, Page 9.

> Thus, employee activity loses its protection when it is unreasonable–but reasonableness is gauged by what a reasonable person would do in the midst of industrial strife, and not by what a reasonable person would do in the more ordinary affairs of life. Employee activity may be unreasonable when measured against ordinary social intercourse, yet reasonable in the context of a labor dispute.

The Court of Appeals reiterated principles from *Vancouver School District* in its decision in *PERC v. City of Vancouver*, 107 Wn. App 694 (2001), *review denied*, 145 Wn.2d 1021 (2002), including that: "not all union activity is absolutely protected by RCW 41.56. . . . We have held that conduct may fall outside of the protections of labor statutes if the conduct is irresponsible and abusive. We imposed a reasonableness test under which to evaluate such conduct. . . . The action need not be unlawful, but merely unreasonable."

In this case, while the employer focuses its argument on its position that Unruh's interviews of several bargaining unit employees was not protected activity, it further argues that if a reasonableness standard is applied, Unruh's conduct went beyond what was reasonable.

According to the employer, allowing union representatives to interview witnesses while the employer's investigation is ongoing "will taint the process, alter witness responses and even their recollection of events, cause a negative inclination to refrain from speaking with internal investigators, and confuse the entire process, to the great detriment of the agency's truth-seeking objective."[6] The employer's witnesses testified to these concerns, including that union interviews could contaminate and compromise the employer's investigation by influencing witness memories or intimidating witnesses.

Louis Dekmar, Chief of Police and Public Safety in LaGrange, Georgia, testified that it is not sound policy to allow for concurrent or parallel investigations.[7] He expressed that instead of witnesses objectively reciting facts, with concurrent or parallel investigations there is a risk of "a merging of facts of what the witness knows and what the witness has heard." Employer witnesses testified that union investigations could adversely impact the public's perception as

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6 Employer Brief, Page 25.

7 Dekmar has an extensive law enforcement background and serves as chair of the Commission on Accreditation for Law Enforcement Agencies (CALEA).

well as other employees' perception of the employer's internal investigation process, potentially causing witnesses to lose confidence in the system and be less likely to cooperate and fully disclose information.

I find the employer's witnesses, including Dekmar, express sincere and understandable concerns about maintaining the integrity of the employer's investigations. While I, too, can envision circumstances in which a union representative's interview of bargaining unit witnesses could compromise the employer's investigation, this case presents no such circumstances.

The record does not establish that Unruh behaved unreasonably when he interviewed bargaining unit employees or that his actions in any way adversely impacted or compromised the employer's investigation. No evidence suggests witnesses in this case objected to the union's questioning or raised any concern about the union's actions. The record includes no evidence that Unruh tried to influence an employee's memory or testimony or threatened an employee in any manner. Furthermore, the record includes no evidence of any complaints or concerns with any previous union interviews. In fact, the union's interviews of bargaining unit employees during previous investigations were so non-disruptive that the employer was not even aware they occurred.[8]

Waiver by Contract

The employer asserts waiver by contract as an affirmative defense. The employer bears the burden of proving the affirmative defense. WAC 391-45-270(1)(b).

The employer points to several sections of the CBA as support for its waiver by contract argument. It argues the following sentence in Section 19.3 of the CBA grants it the exclusive right to investigate: "The Employer accepts and investigates complaints against employees." Article 19.1 also states: "The employer has the authority to determine the method of conducting investigations, including the procedures contained in the Administrative Investigation Manual; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective." Furthermore, the employer argues the union's only role

[8] Tommie Pillow credibly testified union representatives have previously interviewed bargaining unit witnesses prior to the conclusion of the employer's investigations.

during the investigative process is specified in Section 19.16 which includes the following relating to investigatory interviews: "Employees, at their request and own expense, shall have the right to be represented by a person of their choice who may be present at all times during the questioning. The employee's representative may counsel the employee only to the extent allowed by law under Weingarten v. NLRB and its progeny."

None of the language cited by the employer clearly and unmistakably waives a union representative's right to interview bargaining unit witnesses prior to the conclusion of the employer's investigation. The employer failed to carry its burden of establishing waiver by contract.

Conclusion

The union established employer interference in violation of RCW 41.56.140(1). The evidence demonstrates a typical employee, including a typical union representative, could reasonably perceive the employer's action as discouraging protected activity. The employer's conduct resulted in harm to protected employee rights when the union representative feared he would be subject to discipline if he continued to interview bargaining unit employees prior to the conclusion of the employer's investigation.

Remedies

In addition to the standard remedies, the union seeks the extraordinary remedy of attorney fees. RCW 41.56.160 empowers the Commission to prevent unfair labor practices and to issue remedial orders. The Commission sparingly grants extraordinary remedies. The Commission and its examiners generally award attorney fees only in response to a party's egregious conduct, where a party has engaged in a pattern of conduct showing patent disregard of the law, or where a party has advanced frivolous defenses. *Western Washington University*, Decision 9309-A (PSRA, 2008); *Skagit County*, Decision 8746-A (PECB, 2006).

The union cites three cases in the last five years where it successfully argued to the Commission that the employer committed unfair labor practices. The union argues the pattern warrants extraordinary remedies. In *State - Office of the Governor*, Decision 10313-A (PECB, 2009), the

employer committed a refusal to bargain violation when Governor Gregoire failed to submit a request to the Legislature for the funds necessary to implement wage increases awarded by an interest arbitrator. In *State – Washington State Patrol*, Decision 10314-A (PECB, 2010), the employer committed a refusal to bargain violation when it failed to timely respond to the union's demand to bargain a successor collective bargaining agreement and failed to meet with the union at reasonable times. In *State – Washington State Patrol*, Decision 11283 (PECB, 2012), the employer breached its good faith bargaining obligations in negotiations for a successor agreement by refusing to provide requested information, creating delays in providing proposals, and engaging in an overall course of conduct designed to frustrate the collective bargaining process.

Each of the above-referenced cases involved bargaining violations; this case does not. I do not find this case to be part of a pattern of conduct warranting extraordinary remedies and I find standard remedies suffice to effectuate the purposes of RCW 41.56.160. Also, although the employer presented unpersuasive defenses to the allegations in this case, I do not find them frivolous and the evidence does not reveal a disregard of the law or egregious conduct.

FINDINGS OF FACT

1. The Washington State Patrol (employer) is a public employer within the meaning of RCW 41.56.030(12).

2. The Washington State Patrol Troopers Association (union) is a bargaining representative within the meaning of RCW 41.56.030(2) and represents a bargaining unit of commissioned employees through the rank of sergeant.

3. At all relevant times, the employer and union were parties to a collective bargaining agreement (CBA).

4. On June 22, 2011, the employer provided notice to a bargaining unit employee that the employer was starting an investigation into his possible policy violations. The employer did not place the employee on administrative leave or otherwise impact his employment status.

5. On June 22, the employee under investigation sought the assistance of Trooper Spike Unruh, a union executive board member.

6. The employee identified several bargaining unit employees as potential witnesses and Unruh telephoned three of the employees to learn what they witnessed. There is no evidence that Unruh engaged in this activity while on duty.

7. Unruh informed Captain Karen DeWitt that he would serve as union representative for the employee under investigation. In one of the conversations between Unruh and DeWitt, Unruh noted he had talked to witnesses. DeWitt informed Unruh that he could not contact witnesses prior to the conclusion of the employer's investigation. Unruh understood from the conversations with DeWitt that the employer believed he was interfering with its investigation and he needed to stop. Unruh did not talk with additional witnesses for fear of discipline.

8. By e-mail to the union vice-president dated July 13, Captain Mike DePalma clarified that the union's interviews needed to wait until after the employer completed its investigation and provided the employee the initial determination:

> The Agency perspective is that OPS is responsible for conducting the administrative investigations, to include interviewing all witnesses. The whole purpose of the restrictive orders is to prevent any undue influence on witnesses and allow the investigators to obtain unimpeded responses to their specific questions. The result of this process is a fair and impartial investigation that is complete and thorough for the appointing authority to review.
>
> The appropriate timing for a representative of any association to interview or contact witnesses is after the initial determination is provided to the affected employee. This allows the representative and employee to solicit information in preparation for their Pre-determination (Loudermill) hearing. As you are aware this has been the long standing process that has been followed by the Agency.
> The Office of Professional Standards is always available to address any questions or concerns that may arise from an investigation. If appropriate and with the agreement of the appointing authority we are willing to discuss particulars from an investigation to facilitate a settlement agreement.

9. Unruh represented the employee under investigation at an investigatory interview on July 26. The employer held the employee's pre-determination conference on October 21. The parties raise no issue with what occurred at or after the investigatory interview or the pre-determination conference.

10. Unruh was engaged in protected activity when he interviewed bargaining unit employee witnesses.

11. The record does not establish that Unruh behaved unreasonably when he interviewed bargaining unit employees or that his actions in any way adversely impacted or compromised the employer's investigation. No evidence suggests witnesses objected to the union's questioning or raised any concern about the union's actions. The record includes no evidence that Unruh tried to influence an employee's memory or testimony or threatened an employee in any manner.

12. Section 19.3 of the CBA includes: "The Employer accepts and investigates complaints against employees." Article 19.1 states: "The employer has the authority to determine the method of conducting investigations, including the procedures contained in the Administrative Investigation Manual; however, an investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective." Section 19.16 relating to investigatory interviews states in part: "Employees, at their request and own expense, shall have the right to be represented by a person of their choice who may be present at all times during the questioning. The employee's representative may counsel the employee only to the extent allowed by law under Weingarten v. NLRB and its progeny."

13. None of the CBA language included in Finding of Fact 12 clearly and unmistakably waives a union representative's right to interview bargaining unit witnesses prior to the conclusion of the employer's investigation.

14. The employer's conduct resulted in harm to protected employee rights when the union representative feared he would be subject to discipline if he continued to interview bargaining unit employees prior to the conclusion of the employer's investigation.

15. This case is not part of a pattern of conduct by the employer warranting extraordinary remedies; standard remedies suffice to effectuate the purposes of RCW 41.56.160.

CONCLUSIONS OF LAW

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

2. By its actions described in the above findings of fact, the employer interfered with employee rights in violation of RCW 41.56.140(1).

ORDER

Washington State Patrol, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Directing union representatives not to interview bargaining unit employees prior to the conclusion of the employer's investigation.

   b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

   a. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These

notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

b. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice provided by the Compliance Officer.

c. Notify the Compliance Officer, 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 him with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 4th day of September, 2013.

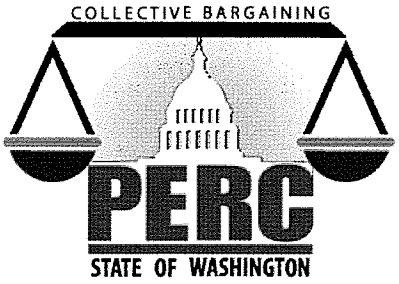
PUBLIC EMPLOYMENT RELATIONS COMMISSION

Jamie L. Siegel

JAMIE L. SIEGEL, Examiner

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

CASE 24232-U-11-6208
DECISION 11863 - PSRA



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

- **Form, join, or assist an employee organization (union)**
- **Bargain collectively with your employer through a union chosen by a majority of employees**
- **Refrain from any or all of these activities except you may be required to make payments to a union or charity under a lawful union security provision**

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING AND RULED THAT *WASHINGTON STATE PATROL* COMMITTED AN UNFAIR LABOR PRACTICE AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY interfered with employee rights.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL NOT direct union representatives not to interview bargaining unit employees prior to the conclusion of the employer's investigation.

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

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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The attached document identified as: DECISION 11863 - PSRA has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY /S/ ROBBIE DUFFIELD

CASE NUMBER:	24232-U-11-06208	FILED:	09/08/2011	FILED BY:	PARTY 2
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BAR UNIT:	LAW ENFORCE				
DETAILS:	-				
COMMENTS:					

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