City of Bremerton, Decision 7873 (PECB, 2002)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

BREMERTON POLICE OFFICERS GUILD, Complainant,	)	CASE 16014-U-01-4080
vs.	)	DECISION 7873 - PECB
CITY OF BREMERTON, Respondent.	)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Cline and Associates, by *Karyl Elinski*, Attorney at Law, for the union.

McGavick Graves, by *Edward R. Lindstrom*, Attorney at Law, for the employer.

On September 20, 2001, the Bremerton Police Officers Guild (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission under Chapter 391-45 WAC, naming the City of Bremerton (employer) as respondent. A preliminary ruling was issued under WAC 391-45-110 on October 29, 2001, finding a cause of action to exist on allegations summarized as:

> Employer interference with employee rights in violation of RCW 41.56.140(1) and refusal to bargain in violation of RCW 41.56.140(4), by its unilateral change in offering reduced disciplinary penalties if employees waive their right to file a grievance, without providing an opportunity for bargaining.

The matter was heard by the undersigned Examiner on May 14, 2002. The parties filed post-hearing briefs to complete the record.

The Examiner rules that the imposition of discipline in an individual instance did not give rise to a bargaining obligation on the part of the employer, so the union did not prove that the employer committed a "refusal to bargain" violation, but that the employer committed an "interference" violation when it offered an employee reduced discipline in exchange for the employee's waiver of his right to file a grievance.

BACKGROUND

The basic facts of this case are largely undisputed. The employer and union are parties to a long-standing collective bargaining relationship. Their current contract is effective from January 2001 through December 2002, and contains the "just cause" standard for discipline in Article 17. A grievance procedure in Article 19 of that contract concludes with a final and binding decision by an impartial arbitrator.

John Bogen has been a police officer with the employer for 12 years. In that time period, he has had neither any disciplinary history nor any citizen complaints concerning his conduct as a law enforcement officer. He is currently the vice-president of the union and has been a member of union negotiating teams in the past.

Employees in the bargaining unit represented by the union have historically worked for other employers to supplement their income from working for the City of Bremerton. The assignment of off-duty work was administered by the Bremerton Police Officer's Association (a benevolent group) until December 2000, when the employer took over that responsibility. The employer has been fully aware of the off-duty work performed by its police officers, through its enforcement of a personnel policy that requires bargaining unit

employees to obtain a yearly permit from the police department to do off-duty work.[1]

Bogen has earned approximately $10,000 per year from performing "off-duty" work. One of his recent off-duty jobs has been working for Kitsap Transit at the ferry terminal in Bremerton. The employer was aware of Bogen's work at the ferry terminal.

Disciplinary Meetings

On March 19, 2001, Bogen and the union president, Roy Alloway, participated in a pre-disciplinary hearing with Police Chief Robert Forbes. The two incidents discussed at that time were unrelated to one another, but both had occurred while Bogen was performing off-duty work at the ferry terminal. The chief stated his intent to issue a letter of reprimand to Bogen and to suspend Bogen's off-duty work permit for one year, because of what the chief considered to be lapses of professional judgment on the part of Bogen while Bogen was engaged in the off-duty assignment.

Bogen was summoned to meet with the chief again on March 22, 2001. At that meeting, Forbes presented Bogen with two options:

1. Bogen could accept the letter of reprimand and the one-year suspension of his off-duty work permit and retain his right to challenge the discipline through the grievance procedure of the contract or through the employer's Civil Service Commission; or

2. Bogen could sign a letter which reduced the imposed discipline to only the reprimand, but waived his right to appeal the discipline through the contractual grievance procedure.

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[1] The employer's policies concerning off-duty work and their administration are not at issue in this case.

The employer's offer of the second of those options is the matter at issue in this case. The disciplinary letter offered by the chief to Bogen under the disputed option was as follows:

> REGARDING NOTICE OF DISCIPLINE
>
> Disciplinary Action - Written Reprimand
>
> Dear Detective Bogen:
>
> As a result of the pre-disciplinary hearing held on March 19, 2001 and based on all the information and facts regarding this incident, you are hereby notified that I am sustaining the charges. However, the disciplinary action may be modified contingent upon your request as follows:
>
> You are hereby notified that pursuant to the Civil Service Code, specifically Rule 19, discipline and discharge, Section 19.01 F., the purposed suspension of your secondary employment authorization for a one year period is hereby rescinded. The letter of reprimand shall stand as originally proposed. This modification is contingent upon the receipt of your signature below.
>
> You were served the Notice of Charge on March 12, 2001, which contained all the information upon which this action is based. Your rights to respond to me explaining or countervailing said charges were explained in the Notice. A pre-disciplinary hearing was held on March 19, 2001, during which time you were given the opportunity to present any additional information or explain any mitigating circumstances.
>
> This action shall be considered a final settlement in this matter pursuant to the Collective Bargaining Agreement between the City and the BPOG, specifically Article 19 Grievance Procedure or Rule 22 of the Civil Service Code. Your signature on this settlement indicates your agreement with the above terms to resolve this matter, as well as your agreement not to pursue this matter to the next step in the grievance procedure or to the Civil Service Commission, or to raise any future grievances or appeals regarding this

> matter. A copy of this letter will be attached to the original Notice of Charge dated March 12, 2001.
>
> Please be advised that any further violations of this nature may result in further disciplinary action, up to and including termination.
>
> . . . .
> I, John Bogen, Police Officer, indicate by my signature below, my concurrence with the above discipline modification.

The participants testified about their thought processes at the time Bogen read the offer, but it is only clear that they failed to communicate:

Bogen testified initially that he "had the impression" that the chief wanted the document signed right away. The more Bogen described his thinking at the time, it became clear that he had mixed feelings on the subject. Bogen's testimony in response to questions from the union's counsel included:

> Well I think both [the chief] and I wanted to settle it right then and there. And I was reluctant because I felt it was pretty stiff. I was reluctant because I didn't know whether I wanted to grieve it or not. And I made the statement I'd like to run it by Cline. And then I got to thinking well, what good would that do. I was afraid that if I didn't sign it right then and there the imposition of the off-duty work permit suspension would begin soon, the next day or whatever. Or I might lose this opportunity to - I might lose this opportunity to have this deal. So I signed it.

Transcript at 43.[2]

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[2] Bogen's reference to "Cline" was to James Cline, the attorney for the union in past contract negotiations and grievance procedures.

Under cross-examination, Bogen testified:

> Q. [By Mr. Lindstrom] Did you ask the chief for the opportunity to take Exhibit 2 (the optional disciplinary proposal) with you, to leave the meeting, and take it with you, and to have the opportunity to consider it before you made up your mind whether to sign or not?
>
> A. [By Mr. Bogen] I recall thinking that I would like to do that. I don't recall whether I asked him if I could or not.
>
> Transcript at 52.

Thus, Bogen apparently signed and dated the document offered by the chief without voicing any of his concerns. Five persons were copied in this notice, including Roy Alloway, the union president, but there was no testimony as to when he received a copy of this document or whether he ever did receive a copy.

For his part, the chief testified that he thought about giving Bogen more time to consider the offer, but he was not sure if he said anything to offer that option to Bogen.

The complaint to initiate this unfair labor practice proceeding followed, just two days before expiration of the six month period of limitations imposed by RCW 41.56.160.

POSITIONS OF THE PARTIES

Citing RCW 41.56.030 and *City of Tacoma*, Decision 6097 (PECB, 1997), the union argues that discipline is a mandatory subject of bargaining within the "wages, hours and working conditions" of the employees it represents. It further asserts, that by presenting Bogen with a compromise on its proposed disciplinary action, the employer circumvented the exclusive bargaining representative and

negotiated directly with the employee. It argues that an employee is not entitled to waive sections or benefits of the collective bargaining agreement on behalf of the union, so that the employer committed an unfair labor practice by its dealings with Bogen on March 22, 2001.

The employer argues that the union waived its right to bargain when it failed to request negotiations at any time after the employer made it clear what it intended to do. It asserts that it could have considered undoing the agreement between the chief and Bogen even if a request for bargaining had come after Bogen signed the waiver of his grievance rights. The employer also asserts that Bogen was not threatened with increased penalties if he pursued a grievance concerning his discipline, and that it was Bogen's choice to bargain with the chief instead of pursuing his rights under the grievance procedure.

DISCUSSION

The Duty to Bargain

Although it marked the boxes on the complaint form to allege both "interference" under RCW 41.56.140(1) and "refusal to bargain" under RCW 41.56.140(4), the union devoted much of its energy to its "refusal to bargain" theory. The collective bargaining relationship between these parties is regulated by the Public Employee's Collective Bargaining Act, Chapter 41.56 RCW. That statute includes:

> RCW 41.56.030 Definitions.
>
> . . . .
>
> (4) "Collective bargaining" means the performance of the mutual obligations of the

> public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit . . .

Interpreting and applying that definition in *Yakima County*, Decision 6594-C (PECB, 1999), the Commission wrote:

> That definition is patterned after the definition found in the National Labor Relations Act (NLRA). The Supreme Court of the State of Washington has ruled that decisions construing the NLRA are persuasive in interpreting state labor acts which are similar to the NLRA. *Nucleonics Alliance v. WPPSS*, 101 Wn.2d 24 (1981).

Under Commission and National Labor Relations Board (NLRB) precedents, the duty to bargain arises (and has been described and analyzed) in several contexts:

- The potential subjects for bargaining between an employer and union are commonly divided into "mandatory," "permissive," and "illegal" categories. *Federal Way School District*, Decision 232-A (EDUC, 1977) (citing *NLRB v. Wooster Division of Borg Warner*, 356 U.S. 342 (1958)). Thus:

  Matters affecting employee wages, hours, and working conditions are mandatory subjects of bargaining about which an employer is obligated to bargain in good faith, upon request, with the exclusive bargaining representative.

  Matters of management or union prerogatives which do not affect wages or hours, or which are considered remote from

"terms and conditions of employment" are categorized as non-mandatory or "permissive" subjects. The parties may bargain regarding permissive subjects, but are not required by law to do so.

The parties to a collective bargaining relationship have an obligation to refrain from bargaining "illegal" subjects, where negotiations would result in an unlawful outcome.

Where issues that arise in the workplace do not fall neatly into one of those three categories, the Commission utilizes a balancing approach to determine whether a particular proposal is a mandatory subject of bargaining. That approach has been endorsed by the Supreme Court of the State of Washington. *IAFF, Local 1052 v. PERC*, 113 Wn.2d 197 (1989). *See also City of Kalama*, Decision 6739 (PECB, 1999).

- Under both federal and state law, the duty to bargain includes a duty to provide relevant information needed by the opposite party for the proper performance of its duties in the collective bargaining process. *National Labor Relations Board v. Acme Industrial Co.*, 385 U.S. 432 (1967); *City of Bellevue*, Decision 3085-A (PECB, 1989), *aff'd*, 119 Wn.2d 373 (1992). *See also King County*, Decision 6772-A (PECB, 1999).

- Employers and unions generally negotiate collective bargaining agreements which regulate most aspects of their relationship (and waive the duty to bargain) for the duration of the contract.[3]

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[3] RCW 41.56.070 appears to impose a three-year limitation on the duration of collective bargaining agreements negotiated under Chapter 41.56 RCW.

- Where a collective bargaining agreement is silent, or where the parties expressly provide for a contract reopener, the duty to bargain is fully applicable. The party proposing a change must then give notice to the other, must provide opportunity for collective bargaining before implementation of the change, and must bargain in good faith to either an agreement or an impasse where bargaining is requested. The duty to request bargaining will not arise where a change is presented as a fait accompli. *City of Centralia*, Decision 1534-A (PECB, 1983). But a waiver by inaction will be found if a party given notice of a proposed change fails to request bargaining in a timely manner. *Adams County*, Decision 6907 (PECB, 1999). If a mandatory subject of bargaining is raised by one party, it must be negotiated to finality or a refusal to bargain violation would properly be found. The essence of such a charge would be a change in the status quo without notice to or bargaining with the union. *Rochester Institute of Technology*, 264 NLRB 1020 (1982). Notice must be given sufficiently in advance of the change so as to afford an opportunity for counter-proposals or arguments. *NLRB v. Katz*, 369 U.S. 736, 743 (1964); *Gresham Transfer*, 272 NLRB 484 (1984); *NLRB v. Citizen Hotel Company*, 326 F.2d 501 (5th Circuit, 1964); *NLRB v. W. R. Grace and Co. Construction Products Div.*, 571 F.2d 279, 282 (5th Circuit, 1978); *Sun-Maid Growers of California v. NLRB*, 104 LRRM 2543 (9th Circuit, 1980). *See also City of Anacortes*, Decision 6830 (PECB, 1999).

The critical consideration in determining whether an employer has a duty to bargain is the nature of the impact on the bargaining unit. *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991); *City of Wenatchee*, Decision 6517-A (PECB, 1999).

The Parties' Collective Bargaining Agreement -

Consistent with practices elsewhere that are customary to the point of verging on universal, these parties have negotiated both a "just cause" test for discipline and a grievance procedure ending in final and binding arbitration. Those contract provisions are entirely consistent with the statute, which contains no explicit listing of disciplinary sanctions (or words to that effect) among the subjects for bargaining in RCW 41.56.030(4), but is quite explicit in establishing a duty to bargain contractual grievance procedures.

The "Bargain Level of Discipline" Claim -

The union asserts that it had a right (and the employer had a corresponding obligation) to bargain the level of discipline to be imposed by the employer. In the context of the parties' collective bargaining agreement and the grievance/arbitration machinery established in that contract, the union's argument is rejected. The contract provisions constitute a waiver of the union's bargaining rights during the term of the contract. The question of whether the discipline imposed upon a particular employee is too harsh might be debated by the employer and union during the processing of a grievance filed on behalf of a particular employee, but would ultimately be for an arbitrator to decide. It would not be an "open" issue for bargaining between the employer and union on a case-by-case basis.

Interference with Employee Rights

Even though the union's brief includes few arguments in support of an "interference" theory, the law on that subject is so well established as to require little in the way of advocacy. An employer commits an "interference" violation under RCW 41.56.140(1)

if it threatens reprisal or force or makes promises of benefit that are reasonably perceived by employees as related to their exercise of rights under the collective bargaining statute.

There is no claim or evidence that the police chief imposed the disputed discipline in reprisal for Bogen's union activities, so as to constitute a "discrimination" violation. Nor is there basis for a finding that the discipline could reasonably have been perceived by Bogen as a threat of reprisal or force associated with his union activity. What remains to be explored is whether the chief made a promise of benefit to dissuade Bogen from exercising his statutory right to file a grievance.

The employer may have had good intentions in offering Bogen a level of discipline that was less severe than had been discussed earlier that week, when Bogen was accompanied by a union representative: The new offer was certainly favorable to Bogen's personal interests, as it allowed him to avoid the loss of as much as $10,000 of annual income from off-duty work; a settlement would have been favorable to the employer's interests by avoiding the expense of processing a grievance. Good intentions do not, however, change reality. The employer offered a benefit to induce an individual employee to refrain from the exercise of his collective bargaining rights.

This is not to say that an employer can never discuss a grievance with an individual employee. In fact, RCW 41.56.080 expressly authorizes employees to present their grievances to their employer. That statute has limitations, however, as discussed in *City of Seattle*, Decision 3429, (PECB, 1990):

> The exclusive bargaining representative cannot be deprived of its ability to perform its

statutory representation function. *City of Bellevue*, Decision 3129 (PECB, 1989). It is clear from RCW 41.56.080 that the exercise of an employee's right to process a grievance as an individual does not allow either the employee or the employer to limit or deny the exclusive bargaining representative access to the proceedings.

It is also clear from RCW 41.56.080 that any grievance adjustment arranged by the employer with an individual employee must be consistent with the terms of any collective bargaining agreement then in effect. Accordingly, the exclusive bargaining representative has the right to make its views known, and to object to a grievance settlement that it believes to be at odds with the terms of the contract.

RCW 41.56.080 and its counterpart provisions in Section 9 of the NLRA and RCW 41.59.090 do not provide any particular procedural rights to an employee who seeks to process a grievance as an individual. The employer has no statutory obligation to respond to such a grievance, or to accept progressive appeals to higher levels within the management.

Certainly, the employee acting as an individual is not authorized to pursue a grievance to arbitration. *METRO*, Decision 2147 (PECB, 1985); *Tacoma Public Library*, Decision 1679-A, 1680-A (PECB, 1983); *Pomeroy School District (Washington Education Association/Uniserv)*, Decision 1610 (EDUC, 1983); *City of Seattle*, Decision 1226 (PECB, 1981). All of these limitations on the rights of an employee who chooses to proceed as an individual are consistent with the proviso to RCW 41.56.080 being a minor exception to the general principle of "exclusive" representation by the union chosen by majority vote among the employees in a bargaining unit. The bargaining relationship is between the employer and the union. Individual members of the bargaining unit lack standing to file or process unit clarification proceedings seeking to re-define the scope of the relationship. *King County*, Decision 298 (PECB, 1977). Similarly, while bargaining unit members stand as third-party beneficiaries to the bargaining relationship,

> they do not have standing to file or process "refusal to bargain" unfair labor practice charges. *Grant County*, Decision 2703 (PECB, 1989).

Moreover, RCW 41.56.080 is inapposite in this case, where Bogen did not file (and was, in fact, dissuaded from filing) a grievance, there is no evidence that the union was given notice of the meeting where the chief made his offer to Bogen, and there is no evidence that the union was involved after the initial meeting on March 19, 2001.

The union's argument concerning interference was driven by a reliance on *Washington State Patrol*, Decision 4757-A (PECB, 1995), in which it was determined that an employer who unilaterally "directed" an employee to sign a settlement and waiver agreement with respect to discipline had committed an unfair labor practice. However, the facts in this case do not support such a reliance. As was quoted above, Bogen's own testimony indicated more indecision on his part than coercion and there was no testimony that he was "directed" to sign the document.

Conclusions

The employer complied with its duty to bargain when it bargained with the union to include a grievance procedure and disciplinary standards into the collective bargaining agreement. It was not then required to negotiate with the union concerning each instance of disciplinary action that it might decide to take.

> Thus, there is no duty to bargain for the life of the contract on the matters set forth in a collective bargaining agreement, and an employer action in conformity with that contract will not be an unlawful unilateral change.

Yakima County, Decision 6594-C (PECB, 1999).

The employer lawfully did not bargain the discipline compromise in this matter and did not commit an unfair labor practice under RCW 41.56.140(4).

The employer did make a promise of benefit (in the form of a lesser disciplinary sanction for his misconduct) to induce Bogen to forego his right to file a grievance.[4]

In fashioning a remedy, the Examiner is mindful that the merits of the underlying discipline are not before the Examiner. Remedial orders are designed to put the injured party back in the same condition that would have existed if no violation was committed. Bogen was only deprived of his right to file a grievance, and that is the only right restored by the following order.

FINDINGS OF FACT

1. The City of Bremerton is a municipal corporation of the state of Washington within the meaning of RCW 41.56.020, and is a public employer within the meaning of RCW 41.56.030(1). Chief of Police Robert D. Forbes heads the employer's police department.

2. The Bremerton Police Guild, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of a bargaining unit of approximately 62

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[4] Other rights protected against "interference" such as the right to representation are certainly in place in this type of situation, but there was neither allegation nor evidence that might indicate that Bogen's right to union representation had been violated.

commissioned police officers. Roy Alloway is the president of the Guild and John Bogen is a vice-president of the Guild.

3. The employer and union are parties to a collective bargaining agreement. The terms of that agreement include the "just cause" test for discipline and discharge of bargaining unit employees, and a grievance procedure which ends in final and binding arbitration.

4. The employer requires its police officers to obtain a yearly permit to do off-duty work, and thereby regulates the conduct of police officers working in off-duty assignments.

5. Bogen has typically worked off-duty assignments to supplement his income. For several years one of his off-duty assignments has been working for Kitsap Transit at the ferry terminal in Bremerton.

6. On March 19, 2001, Bogen and Alloway participated in a pre-disciplinary conference with Forbes, concerning two incidents that had arisen out of Bogen's off-duty work. At that meeting, Forbes stated that he was going to issue a letter of reprimand and suspend Bogen's off-duty work permit for one year, because of what he considered lapses of professional judgment by Bogen. During that meeting, Bogen stated that off-duty work provided him with substantial annual income.

7. In a meeting held on March 22, 2001, Forbes presented Bogen with an option to the discipline previously proposed. Forbes promised Bogen that the discipline would be limited to a reprimand if Bogen agreed not to challenge the reprimand through the contractual grievance procedure. Forbes' offer

was a substantial benefit to Bogen, by preserving Bogen's off-duty work permit. The option was presented to Bogen in writing, and Bogen felt he was under pressure to accept the offer at that meeting.

8. Bogen's testimony was clear that he did not request union representation during the meeting with Forbes on March 22, 2001, and that he signed the optional disciplinary response at the meeting.

CONCLUSIONS OF LAW

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

2. By the terms of the parties' collective bargaining agreement establishing the "just cause" test and grievance and arbitration processes, the union waived its right to notice from the employer and an opportunity for collective bargaining with the employer concerning the imposition of disciplinary sanctions upon individual employees, so that the imposition of discipline upon John Bogen did not create a duty to bargain under RCW 41.56.030(4) and the employer did not commit an unfair labor practice under RCW 41.56.140(4).

3. By promising John Bogen a substantial benefit to dissuade him from exercising his right to file a grievance under the collective bargaining agreement covering his employment, the City of Bremerton interfered with, restrained, and coerced a public employee in the exercise of rights protected by RCW

41.56.040, and committed an unfair labor practice under RCW 41.56.140(1).

ORDER

The CITY OF BREMERTON, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Promising benefits to bargaining unit employees to dissuade them from exercising their right to file grievances under the collective bargaining agreement covering their employment.

   b. 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. Refrain from asserting any procedural defects, particularly contractual requirements regarding the time period when a contractual grievance can be filed, in the event that John Bogen files a grievance disputing the discipline enacted by the employer concerning his off-duty work for Kitsap Transit in 2001.

   b. 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.

c. Read the notice attached to this order into the record at a regular public meeting of the City Council of the City of Bremerton, 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.

d. 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.

e. 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, this 17th day of October, 2002.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

WALTER M. STUTEVILLE, 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 NOT interfere with, restrain or coerce employees in any manner in the free exercise of their rights guaranteed by 41.56 RCW.

WE WILL NOT discriminate against any employee in the free exercise of their rights guaranteed by 41.56 RCW.

WE WILL NOT assert any procedural defects, particularly contractual requirements regarding the time period when a contractual grievance can be filed, in the event that John Bogen files a grievance disputing the discipline enacted by the employer concerning his off-duty work for Kitsap Transit in 2001.

DATED: _____

CITY OF BREMERTON

BY: _____
Authorized Representative

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

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300.