*Washington State Department of Corrections*, Decision 7870-A (PSRA 2003)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| WASHINGTON PUBLIC EMPLOYEES ASSOCIATION, Complainant, vs. WASHINGTON STATE DEPARTMENT OF CORRECTIONS, Respondent. | CASE 16573-U-02-4313<br>DECISION 7870-A - PSRA<br>FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER |
| WASHINGTON PUBLIC EMPLOYEES ASSOCIATION, Complainant, vs. TEAMSTERS UNION, LOCAL 117, Respondent. | CASE 16575-U-02-4315<br>DECISION 7872-A - PSRA<br>FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER |

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On July 18, 2002, the Washington Public Employees Association (WPEA) filed unfair labor practice complaints with the Public Employment Relations Commission under Chapter 391-45 WAC, naming the Washington State Department of Corrections (employer) and

Teamsters Union, Local 117 as respondents.[1] The complaints were reviewed under WAC 391-45-110(1), and preliminary rulings were issued on causes of action summarized as follows:

> Decision 7870. In regard to Washington State Department of Corrections: . . . a cause of action is found to exist [on]:
>
> i. Employer interference with employee rights in violation of RCW 41.56.140(1), by enforcement and/or discriminatory enforcement of a no-solicitation policy on April 4, 2002; and
>
> ii. Employer interference with employee rights in violation of RCW 41.56.140(1) and domination of or providing unlawful assistance to a union in violation of RCW 41.56.140(2), by discriminatory failure to enforce its no-solicitation policy against Teamsters Local 117 on and after the date that organization commenced organizing activities among the employees of the employer.
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> . . . .
> Decision 7872. In regard to Teamsters Union, Local 117: . . . a cause of action is found to exist on . . . :
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> Union interference with employee rights in violation of RCW 41.56.150(1) and inducing the employer to commit an unfair labor practice in violation of RCW 41.56.150(2), by its organizing activities among the employees of the employer.

Other allegations against the employer and other allegations against Local 117 were dismissed.[2] The employer and Local 117 filed answers, and a hearing was held before Examiner Sally B. Carpenter on December 2, 2002. The WPEA and Local 117 filed post-hearing briefs.

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[1] A companion case filed by the WPEA against Teamsters Union, Local 313, was dismissed under WAC 391-45-110, and is not before the Examiner at this time.

[2] The WPEA appealed those dismissals, along with the dismissal of all allegations against Local 313, and those issues are before the Commission. The Examiner has had no involvement in the processing of those appeals.

Based on the pleadings and the evidence produced at the hearing, the Examiner rules that: (1) the employer committed unfair labor practices warranting the imposition of a remedial order; and (2) Local 117 committed a technical interference violation warranting imposition of a limited remedial order.

## BACKGROUND

### The Statutory Context

Until June 13, 2002, collective bargaining relationships between this employer and its employees were regulated entirely by rules adopted by the Washington Personnel Resources Board (WPRB) and its predecessors under the State Civil Service Law, Chapter 41.06 RCW. The collective bargaining process within the state civil service law differed in several respects from bargaining processes patterned after the National Labor Relations Act. Thus:

- Bargaining under Chapter 41.06 RCW is limited to matters controlled by the agencies within the confines of the civil service rules, not including wages and wage-related benefits.
- Bargaining units were created and abolished by the WPRB in the abstract, separate from the certification, change or decertification of exclusive bargaining representatives by the Director of Personnel. An "institutions" unit at the Department of Corrections was created under WAC 356-42-020,[3] encompassing all classified employees who work at 24-hour institutions, or work in the Correctional Industries program assigned to field operations, or work in the Sex Offender

[3] Records transferred to the Commission by the Department of Personnel under RCW 41.80.902 suggest that unit now includes about 4,519 employees.

program, or work within a Regional Business Center and report through the Regional Business Manager.

- Under the civil service rules, employees are permitted to be represented by a union other than their exclusive bargaining representative for purposes other than contract negotiations.

The statutory environment began to change on June 13, 2002, when provisions of the Personnel System Reform Act of 2002 (PSRA) began to take effect,[4] and the authority to conduct unfair labor practice, unit determination, and representation proceedings was transferred to the Public Employment Relations Commission. RCW 41.06.340. The scope of bargaining will be expanded on July 1, 2004, when Chapter 41.80 RCW will be fully in effect.

## The Parties and Other Relationships

The Employer -

As the state agency responsible for incarceration of convicted felons, the employer operates correctional institutions throughout the state including the Washington Corrections Center at Shelton. Carol Porter is the superintendent and top administrator at the Shelton institution. Employees in the "captain" rank report directly to Porter, while employees in the "shift lieutenant" rank report to the captains and oversee employees in "sergeant" and "corrections officer" ranks.

The WPEA -

As a labor organization headquartered in Olympia, the WPEA primarily represents employees of the state of Washington. The

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[4] Chapter 354, Laws of 2002. Under Section 202(12) of the PSRA, the WPRB will continue to have some authority over the limited-scope bargaining process until July 1, 2004.

WPEA was the exclusive bargaining representative of the "institutions" bargaining unit for a time prior to 1997, and it continued to have members and even shop stewards at the Shelton facility after it ceased to be the exclusive bargaining representative.

Teamsters Local 313 -
As a labor organization headquartered in Tacoma, Local 313 represents a variety of private and public employees.[5] It became the certified exclusive bargaining representative of the "institutions" bargaining unit in 1997. The employer and Local 313 were parties to a collective bargaining agreement effective from January 22, 1999, through January 21, 2002. The recognition clause in that contract stated: "Management recognizes and acknowledges that Teamsters Local #313 . . . is the exclusive representative [sic] for the Institutions Bargaining Unit as certified by the Director, Department of Personnel."

Teamsters Local 117 -
As a labor organization headquartered in Seattle, Local 117 represents a variety of private and public employees.[6] As detailed below, the involvement of Local 117 with the institutions bargaining unit began as the agent of Teamsters Local 313. Local 117 subsequently filed a representation petition to represent that unit, as also described below.

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[5] Notice is taken of the Commission's docket records, which identify Teamsters Local 313 as the exclusive bargaining representative of several bargaining units of local government employees under Chapter 41.56 RCW. Teamsters Local 313 is not a party to the proceedings before the Examiner.

[6] Notice is taken of the Commission's docket records, which identify Teamsters Local 117 as the exclusive bargaining representative of several bargaining units of local government employees under Chapter 41.56 RCW.

## The Collective Bargaining Agreement

The collective bargaining agreement between the employer and Local 313 provided, in relevant part:

> [Article 2.1(B)] Neither the Management nor the Union shall interfere with the right of employees covered by the agreement to become or not to become members of the Union . . . .
>
> [Article 3.1] It is understood and agreed that Management possesses the sole right and authority to operate and direct all employees of the Department in all aspects, subject to the provisions of this agreement and federal and state law. . . .
>
> . . . .
> (H) Make, publish, and enforce reasonable rules and regulations;
>
> [Article 6.1] Management space and facilities may be used by the Union for the purpose of holding meetings only with prior authorization by the Appointing Authority, if such space is not being utilized for institution business. The Union shall not be provided office space, supplies, or equipment nor can any property of the Union be retained at the institution, except property which is placed in an employee's locker, in the employee's personal possession, or Union drop boxes and mailboxes or the contents thereof.
>
> [Article 6.2] Local Management shall provide bulletin board(s) for use by the Union. . . . The size, location and number of bulletin boards at each institution shall be determined by the local Appointing Authority after consultation with the designated local Union Representative. . . . No Union materials shall be posted on employer property except on the assigned bulletin board space.
>
> [Article 7.8] Except under emergency conditions as declared by the Superintendent or designee, Business Agents shall be entitled to unescorted access to the institutions, following completion of a DOC institution specific security orientation under the following conditions:

> (A) Not to exceed twelve (12) hours per week in each facility;
>
> (B) Advance approval must be obtained from the Superintendent or designee to visit control booths, towers, segregation, intensive management and mental health units;
>
> (C) Advance notice is provided to the Superintendent or designee to include areas being visited; and
>
> (D) Business Agents may meet and greet employees who are working but shall not engage in prolonged discussions or remove them from their post.
>
> The Union agrees to remain cognizant of the needs of the institution at all times. Failure to abide by conditions in Article 7.8 may result in denial of access privileges.

That contract concludes with a page of definitions, in which "Business Agent" is defined as an employee of the union and "Shop Steward" is defined as a bargaining unit employee who is authorized to provide representation. Except as quoted above, there is no evidence in this record concerning a policy or contract regulating solicitations of employees by other employees.

As the stated expiration date of their contract approached, Local 313 and the employer agreed to extend their contract for an additional six months, to June of 2002.

## The Arrival of Teamsters Local 117

In February of 2002, Local 117 sent a letter to employees in the institutions bargaining unit, stating that Teamsters Joint Council No. 28 had requested Local 117 to "assume responsibility for all aspects of your union representation." Local 313 seems to have disappeared from the Shelton institution early in 2002, and its representation activities were fully assumed by Local 117.

## The Onset of Organizing Activity

Newsletters sent by Local 117 to members of the institutions bargaining unit in March of 2002 indicated that Local 117 intended to prepare for a representation election to become the certified exclusive bargaining representative of that unit. Agents and employee supporters of Local 117 began organizing among employees in the bargaining unit, and were seen providing materials to, talking with, and soliciting authorization cards from bargaining unit employees.

In the Spring of 2002, WPEA officials held meetings and decided there was an opportunity for the WPEA to intervene in a representation election for the institutions bargaining unit. Thereafter, the WPEA also began to solicit authorization cards from employees in that bargaining unit.

## Employer Interference with WPEA Efforts

On April 4, 2002, Correctional Officer Lisa Jordan was working at the Shelton institution on a 6:00 a.m. to 2:00 p.m. shift with no scheduled breaks.[7] She was a WPEA supporter who had been successful in soliciting authorization cards for the WPEA up to that time, and she had WPEA authorization cards in a bookbag that she carried into the institution that morning. Jordan was outdoors with other employees at about 6:20 a.m., where she talked with a relatively new employee while waiting for a count of inmates to clear. The other employee indicated an interest in signing a WPEA authorization card, and both Jordan and the other employee went inside while the inmate count was in progress. Jordan obtained an authorization

[7] Breaks are taken whenever and wherever the employee is not actively engaged in duties.

card from her bookbag, the other employee filled out and signed the authorization card, and the two employees went back outside. They were estimated to have been inside for about three to five minutes.

After the inmate count cleared, all of the employees who had been waiting outside went to their assigned stations. Jordan was to stand in the inmate dining hall while the inmates ate breakfast. There is no evidence in this record concerning any subsequent solicitation activities by Jordan or by any other WPEA supporter.

During the inmates' lunch time, Jordan's assigned station was in the gun booth in the center of the dining hall. She received a telephone call from a sergeant named Bremer, who informed her that Captain Alan Kunz wanted to see her immediately. Although Jordan had worked for this employer for five years, she had never before been asked to meet with a captain.

Jordan proceeded to the captain's office. A lieutenant was present, but is not quoted as having said anything during the meeting. The captain told Jordan she had been seen passing out petitions. Jordan said there was no petition, just a card. The captain asked Jordan to go get a card. She left the office, and asked Sergeant Bremer to accompany her as her WPEA representative.

Jordan and Bremer returned to the captain's office with a WPEA authorization card. The captain looked at the card and said it was not allowed. Bremer asserted that the solicitation was union activity, but the captain repeated that it was not allowed on institution grounds. Kunz then told Jordan to take all of her union materials out to her personal vehicle, and not to bring them back on institution grounds. He is quoted by Jordan as stating that he did not want a war with the other shifts or any controversy with the Teamsters union, and that the union materials were not

allowed on institution grounds unless approved by the superintendent. Jordan also quoted Kunz as saying the Teamsters were "the bargaining union" (or words to that effect), and were therefore allowed to come in, circulate materials, and solicit membership, but the WPEA was not permitted to do so.

On April 5, 2002, the superintendent distributed a message to all employees by e-mail, as follows:

> WCC administration has been made aware that some employees are soliciting other employees to sign petitions related to union activities, during work times. Be advised this is in violation of the CBA and Department Policy.
>
> In order to provide some clarification on this issue the following guidance have been [sic] in effect at WCC since 1996 and continues to be the directive:
>
> Employees may distribute union authorization cards/ petitions and other such literature during their non-working hours in non-working locations at the institution, i.e. designated break rooms and staff eating areas.
>
> Access to employee parking lots with prior notice to the Superintendent's office:
>
> 1. Employees of the Department may stand in employee parking lots for organizing purposes.
> 2. Non-employees of the Department must remain in public right-of-way and are not allowed in employee parking lots for organizing purposes.
> 3. The ingress and egress of parking lots/institution are not to be impeded.
> 4. There are to be no tables, chairs, etc., set up in the parking lots and no parking lots are to be blocked.
>
> The Department is in no way attempting to interfere with the employees [sic] right to organize. However, there is to be no interference with the orderly operation of the institution and no disruption of the workplace.
>
> The above doe [sic] not apply to the current exclusive bargaining representatives when they are at the institution carrying out representational activities.

> If you have any additional questions regarding this subject, please contact the Superintendent's office.

On April 15, 2002, the captain wrote a memo titled "Documented Meeting" to Jordan, as follows:[8]

> TO: Lisa Jordan
> Correctional Officer
>
> FROM: Alan Kunz
> Correctional Captain
>
> SUBJECT: Documented Meeting
>
> On the morning of Thursday, April 4, 2002, you were observed soliciting signatures, during your work time, in front of the facility offender dining hall. Staffs' observation of your actions facilitated our meeting, which took place at 11:48 am on the same date. The purpose of the meeting was to identify the literature you were disseminating. Second, ensure the literature issuance and signature solicitation for WPEA membership ceased within the facility and on associated grounds. Third, to present a clear direction to assist your understanding of the proper means of obtaining the appropriate authorization for your future needs.
>
> In attendance at the meeting besides you and I were Rodney Bremer, your representative and Terry Wentland, Shift Lieutenant. Following is a snapshot of our conversation, to include captions from the Collective Bargaining Agreement (CBA) between the State of Washington and the General Teamsters Local #313:
>
> Issuance of union literature and the solicitation of documents for any union membership will not be authorized inside the facility or on the facility grounds without prior authorization from Carol Porter, the Appointing Authority. You may recruit on your own time, off facility properties.
>
> Allowing for the issuance of union literature and the solicitation of a document for membership signature inside the facility could be viewed as an unfair labor

[8] Portions of the copy of this document that was submitted in evidence are nearly unreadable.

> practice, and will not be permitted. This does not preclude you from engaging in individual conversation.
>
> A question was asked about past practices of union recruitment at the gazebo and in the parking lot. Due to my recent return to the WCC, I am not familiar with these past practices. Prior to engaging in these activities, the Appointing Authority must give prior authorization.
>
> Since our meeting, Carol Porter, Superintendent at the WCC, has published her direction over DOC-mail, titled UNION ACTIVITIES (attached).
>
> For further clarification, please review the CBA Articles 2,3,4, and 6. Other Articles and subsections may also apply.
>
> I appreciated our meeting and promote open communications regarding these issues.

This record does not reflect the import of the "Documented Meeting" characterization placed on this letter by the captain.[9] Kunz attached a copy of the superintendent's e-mail message to his memo, but it is not clear whether Kunz actually intended to countermand the order of the superintendent and to enforce his own different directive (as would be the situation under one available reading of his memo).

Jordan, Bremer, and the WPEA chapter president at the Shelton Institution, Sergeant Michael Malpass, each testified that they have been solicited on behalf of Local 117 while they were on work time and in work areas. Some of those solicitations occurred prior to April 4, and some occurred thereafter. Malpass also testified that, (at least as of the date of the hearing in these proceedings on December 2, 2002) there had been no change in the access of Local 117 and its supporters to solicit authorization cards at the Shelton facility.

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[9] An inference is certainly available that it was a prelude to discipline.

Sergeant Malpass testified that the employer's human resources director ordered him to pick up any WPEA material that Malpass saw in the institution (including in staff lounge areas) and bring it to her office. The employer has permitted Teamsters literature to be left in plain sight on tables in staff lounges.[10]

Although Jordan did not receive any discipline, she testified that she ceased all union activity and that she never again brought any WPEA cards or other materials into the institution. Malpass testified about the effect on a core group of WPEA supporters: "[After] the deal with Officer Jordan happened and then people got, you know, scared, didn't want to deal with any repercussions." Malpass went on to testify that "people just didn't want to take the chance of being - some corrective or disciplinary action being brought against them."

<u>Actions of Teamsters Local 117</u> -
Bremer testified that, some time after April 4, a sergeant and a correctional officer who were both shop stewards for Local 117 told him that he could not leave out or distribute any WPEA materials. There is no evidence that any paid official of Local 117 made any such statement to Bremer.[11]

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10 Malpass also gave unrebutted testimony that a lieutenant told him not to remove American Federation of State, County and Municipal Employees literature that was found in an employee break room. An affiliate of that union, the Washington Federation of State Employees (WFSE) was the exclusive bargaining representative of the institutions unit prior to the organization supplanted by the WPEA. The WFSE continues to represent a separate unit of "community corrections" employees of this employer.

11 If anything, the testimony of both Bremer and Malpass suggests a businesslike relationship -- and a complete absence of hostility or even unpleasantness -- between them and representatives of Local 117.

On July 23, 2002, Local 117 filed a representation petition with the Commission under Chapter 391-25 WAC, seeking certification as exclusive bargaining representative of the institutions bargaining unit.

The Filing of the Unfair Labor Practice Complaints

On July 18, 2002, WPEA filed its complaints naming the employer, Teamsters Local 117, and Teamsters Local 313 as respondents. WAC 391-45-110 describes the review of allegations before they are advanced to hearing, providing in part: "The executive director or a designated staff member shall determine whether the facts alleged in the complaint may constitute an unfair labor practice within the meaning of the applicable statute."[12] A deficiency notice was sent to the WPEA under that rule, pointing out inadequacies in the complaints. The WPEA filed an amended complaint on September 27, 2002, and an order titled "Partial Dismissal and Order for Further Proceedings" was issued on October 10, 2002. The issues before the undersigned Examiner are limited to the allegations which were found to state a cause of action.

The employer filed an answer, in which it admits that it committed unfair labor practices in violation of RCW 41.56.140(1) and (2).

Teamsters Local 117 filed an answer, then filed an amended answer. The Examiner has acted on the basis of the amended answer.

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[12] An "all of the facts alleged in a complaint are true and provable" assumption is made under WAC 391-45-110. If a complaint states a claim for relief available through unfair labor practice proceedings before the Commission, a "preliminary ruling" is issued which frames the issues being forwarded to an examiner for a hearing and directs the respondent(s) to file and serve answer(s).

DISCUSSION

## Applicable Law

Statutory Provisions -

This case arose under the state civil service law and is being processed under the PSRA, but the language of RCW 41.06.340 has made the unfair labor practice provisions of the Public Employee's Collective Bargaining Act, Chapter 41.56 RCW, applicable throughout the period involved. Only the authority to hear and decide unfair labor practice cases has been shifted.

RCW 41.56.140 and 41.56.150 prohibit unlawful conduct by employers and unions, respectively, as follows:

> RCW 41.56.140 UNFAIR LABOR PRACTICES FOR PUBLIC EMPLOYER ENUMERATED. It shall be an unfair labor practice for a public employer:
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
> (2) To control, dominate or interfere with a bargaining representative; . . . .
>
> RCW 41.56.150 UNFAIR LABOR PRACTICES FOR BARGAINING REPRESENTATIVE ENUMERATED. It shall be an unfair labor practice for a bargaining representative:
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
> (2) To induce the public employer to commit an unfair labor practice; . . . .

The "rights guaranteed by this chapter" referenced in RCW 41.56.140(1) and in RCW 41.56.150(1) include the rights set forth in RCW 41.56.040, as follows:

> RCW 41.56.040 RIGHT OF EMPLOYEES TO ORGANIZE AND DESIGNATE REPRESENTATIVES WITHOUT INTERFERENCE. 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.

When these cases arose in April of 2002, the civil service rules adopted by the WPRB in Chapter 356-42 WAC also protected the right of state civil service employees to organize and bargain collectively through representatives of their own choosing.

Burden and Standard of Proof -
The burden of proving any unfair labor practice claim rests with the complaining party, and must be established by a preponderance of the evidence. *Okanagan-Douglas County Hospital*, Decision 5830 (PECB, 1997). WAC 391-45-270 provides, "The complainant shall prosecute its own complaint and shall have the burden of proof."

For "interference" claims, the quantum of proof required is not particularly high. *City of Mill Creek*, Decision 5445 (PECB, 1996). The test is whether a typical employee in the same circumstances would reasonably perceive the respondent's actions as encouraging or discouraging his or her union activities. It is not necessary to show that the respondent acted with intent or motivation to interfere, nor is it necessary to show that the employee(s) involved actually felt threatened or coerced. Animus or hostility towards union activity may be inferred from all the circumstances, even without direct evidence. *Shattuck Denn Mining Corp. v. NLRB*, 62 LRRM 2401 (9th Cir. 1966). Thus:

- *North Beach School District,* Decision 2487 (EDUC, 1986) and its progeny protect union speech, unless there is a threat of reprisal or force, or promise of benefit. The NLRB considers

solicitation to sign authorization cards to be oral solicitation, rather than distribution of literature. *Stoddard-Quirk Mfg. Co.*, 138 NLRB 615 (1962) (cited with approval in *Reliant Energy AKA Etiwanda LLC*, 2002 WL 968625). Prior employer approval as a condition for union card solicitations is unlawful. *Opryland Hotel*, 323 NLRB 723 (1997) (cited with approval in *King County*, Decision 7819 (PECB 2002)).

- The National Labor Relations Board (NLRB) has held that an employer may not prohibit employees from discussing unions during work time if the employer permits other work time discussions. *Frazier Industrial Co.*, 328 NLRB No. 89 (1999). Blanket prohibitions against solicitation or distribution on an employer's premises are over-broad on their face, unless they are restricted to working time. *Our Way, Inc.*, 268 NLRB 394 (1983).

- Disparate enforcement of solicitation rules is an unfair labor practice. *King County* Decision 7819 (PECB, 2002).[13] An employer that gave the appearance of favoring one union over another was found guilty of an "interference" violation in *Renton School District* Decision 1501-A (EDUC, 1982), even where the employer had no intent to assist a labor organization; an employer that knew or reasonably should have known that its office supplies and equipment were being used as the operating base for a labor organization was found to have

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[13] The reference to "discriminatory enforcement" in the preliminary ruling in this case is understood to be an alternative frame of reference to assisting one union to the detriment of another, rather than the type of discrimination against individual employees evaluated under the test established by the Supreme Court of the State of Washington in *Wilmot v. Kaiser Aluminum*, 118 Wn.2d 46 (1991); *Allison v. Seattle Housing Authority*, 118 Wn.2d 79 (1991).

committed an "interference" violation in *Pierce County*, Decision 1786 (PECB, 1984).

For "unlawful assistance/domination" claims, the standard of proof is fact-dependent. In *King County*, Decision 2553-A (PECB, 1987), the Commission held that an "assistance/domination" violation of RCW 41.56.140(2) requires proof of employer intent to assist one union to the detriment of another, but it did not reverse or discredit the previous decisions finding "interference" violations for passive or inadvertent conduct. Moreover:

- A labor organization is not entitled to take benefit of assistance from an employer. *Washington State Patrol*, Decision 2900 (PECB, 1988).
- An employee seeking to assess the independence of a union must be able to do so by reading controlling documents. In *North Thurston School District*, Decision 4765-B (EDUC, 1995), the employer was to pay the full salary and benefits of the union president, but the union's full reimbursement of the employer was not identified on the face of the collective bargaining agreement. Responding to an unfair labor practice complaint charging that the employer interfered with internal union affairs and dominated the union, the Commission stated: "No such burden should be imposed on a party making a legitimate inquiry under the strong statutory policy against unlawful assistance to and domination of unions." A violation was found.
- Arrangements that would be lawful under some circumstances can become unlawful under other circumstances. The employer-paid release time for union officers arrangement at issue in *Enumclaw School District*, Decision 222 (EDUC, 1977), *aff'd* WPERR CD-34 (King County Superior Court, 1977) was not

inherently unlawful, but became unlawful if the union took benefit of the employer-paid time for organizing purposes.

Application of Standards to Charges Against the Employer

The WPEA contends the employer interfered with employee rights in violation of RCW 41.56.140(1), by uneven enforcement of a no-solicitation policy, and by assisting Teamsters Local 117 in violation of RCW 41.56.140(2). It argues that the employer interfered with the rights of WPEA supporters by prohibiting solicitation of WPEA authorization cards on institution grounds during break times. The WPEA's brief asserts that "The WCC no-solicitation policy is illegal because it equates the solicitation of union membership and the signing of an authorization card with the distribution of union literature."

The Employer's Answer -
Filed in October of 2002, the employer's answer stated in part: "[The employer] admits that Teamsters Local 117, acting as agent for Teamsters Local 313, utilized access privileges granted to the Local 313 under the collective bargaining agreement . . . to solicit authorization cards for the Local 117." It also admitted in response to Complaint Paragraph 2.40, "From the period March, 2002 through the present, management employees at WCC have not interfered with or forbidden distribution or solicitation of authorization cards by Local 117 representatives." With regard to the involvement of Local 117, the employer's answer also states, "[T]he Respondent asserts that it was induced by Teamsters Local 117 into committing an unfair labor practice when the Local 117 utilized the access privilege granted to it as the agent of the Local 313 pursuant to the collective bargaining agreement with the DOC and Local 313." The employer attempts to characterize its conduct in a favorable light, stating that it: "[A]dmits that

while it did not intend to do so, its actions admitted to herein constitute an unfair labor practice in violation of RCW 41.56.140(1) and (2)."

The Employer's Position at Hearing -
While the employer appeared at the hearing, it objected to the hearing on the basis that it had admitted to committing unfair labor practices in its answer. The employer was invited to state what specific prejudice to it would result from holding an evidentiary hearing, but no prejudice was cited by the employer. The employer did not make an opening statement or present witnesses. It did cross-examine witnesses called by the WPEA. It did not file a post-hearing brief.

The Employer Controls Access to the Institution -
The evidence showed that Washington Corrections Center at Shelton is a secure facility. Access is extremely limited, and movement in the facility is closely monitored. Employees are instructed that they are allowed on the premises only for work or for a business reason, such as turning in uniforms for pressing. Control of the premises extends to the parking areas.

Exceptions are Granted to the Access Restrictions -
Outside groups have been allowed to solicit within the institution. Jordan and Bremer each testified that many other groups solicit within the institution, such as United Way bake sales, banks, insurance companies, art sales, Costco membership, Toys for Tots, and raffles for several charitable causes. The testimony did not indicate how that access is granted or denied.

Of particular interest here, Teamsters Local 117 representatives and stewards handed out and collected authorization cards throughout the institution, during work hours. The brief filed by Local

117 acknowledges that it was "engaged in lawful organizing activities to the fullest extent allowed by the employer." All witnesses agreed that the Local 117 representatives and shop stewards had wide access to the institution. The business representative was seen at the back control gate, in highly sensitive areas, and in all parts of the institution. Teamsters literature was posted on union bulletin boards and laid out in staff lounges.

Solicitation was also permitted from one employee to another. Bremer stated that he has seen raffle tickets sold and bought in work areas throughout the institution, and that the time taken to fill in names and telephone numbers on ticket stubs is comparable to conversations concerning and filling out of union authorization cards.

Post-Complaint Conduct of the Employer -

The answer filed by the employer in October of 2002 admitted that it had not applied a no-solicitation rule in an even-handed manner, and it volunteered, "The Respondent is willing to cease and desist from allowing the Local 117 access into Respondent's institutions for solicitation purposes. *The Respondent agrees to limit Local 117 access to institutions only for the purpose of engaging in representational activities in accordance with the collective bargaining agreement between the Respondent and the Local 313.*" (emphasis added). At the hearing in December of 2002, however, witnesses testified that there had been no change of the employer's conduct in regard to solicitations by Teamsters Local 117.

Assistance Violation By the Employer -

The Preliminary Ruling framed a cause of action against the employer for domination of or providing unlawful assistance to a union in violation of RCW 41.56.140(2) and "by discriminatory

failure to enforce its no-solicitation policy against Teamsters Local 117 on and after the date that organization commenced activities among the employees of the employer." WPEA has carried its burden of proof on those allegations.

The "unintentional" defense asserted by the employer in its answer is not credible. Actions speak loudly, and Captain Kunz clearly indicated an intention during the meeting with Jordan and Bremer to inhibit the organizing efforts of the WPEA in preference for the Teamsters. Superintendent Porter could perhaps have saved the employer from the conduct of Kunz, but her e-mail message failed to do so. The subsequent memo by Kunz to Jordan re-affirmed his intention to inhibit the organizing efforts of the WPEA. The employer is responsible for the actions (and/or inaction) of its officials. These facts satisfy the "employer intent" test of *King County*, Decision 7819 and *Okanagon-Douglas County Hospital*, Decision 5830.

The facts in this case rise far above the "interference" threshold established in *Renton School District*, Decision 1501-A and *Pierce County*, Decision 1786. Beyond inferring that this employer knew or should have known that Local 117 was gathering authorization cards on the employer's premises, the employer affirmatively acted to inhibit the organizing efforts of the WPEA. Teamsters 117 admitted that it approached the employer about the legality of WPEA collecting cards on the premises, yet the employer took no action against identical organizing activities by Local 117.

Finally, the unchanged conduct of the employer even after it filed its answer admitting that it had violated the law confirms the propriety of a ruling that the employer committed unfair labor practices under RCW 41.56.140(2).

Interference Violation By the Employer -
The foregoing conclusion that the employer has violated RCW 41.56.140(2) carries with it a conclusion that the employer has committed a "derivative" violation of RCW 41.56.140(1).

The Preliminary Ruling framed a cause of action against the employer for an independent "interference with employee rights in violation of RCW 41.56.140(1), by enforcement and/or discriminatory enforcement of a no-solicitation policy on April 4, 2002. . . ." The WPEA has also carried its burden of proof with regard to this charge.

As admitted in the employer's answer, "From the period March, 2002, through the present, management employees at WCC have not interfered with or forbidden distribution or solicitation of authorization cards by Local 117." A typical employee could reasonably have seen this employer's actions as discouraging his or her union activities on behalf of any organization other than Teamsters Local 117. The employer's admitted difference in treatment between Teamsters supporters and WPEA supporters would warrant a ruling that the employer committed unfair labor practices under RCW 41.56.140(1), even if there were no violation of RCW 41.56.140(2).

Kunz's meeting with Lisa Jordan had the immediate effect of causing her to entirely cease soliciting authorization cards for the WPEA, both inside and outside of the institution. Other employees also feared possible reprimands or discipline, and supporters ceased seeking authorization cards on behalf of the WPEA (at least on the employer's premises). There is no evidence suggesting any other reason for the cessation of the WPEA organizing efforts at that time. These facts warrant a ruling that the employer committed unfair labor practices under RCW 41.56.140(1), even if there were no violation of RCW 41.56.140(2).

The difference in treatment was not cured by the April 5 Porter email, telling all employees that management has been made aware that "some employees are soliciting other employees to sign petitions related to union activities during work time. Be advised that this is in violation of the CBA and Department Policy." Neither a specific provision of the collective bargaining agreement nor a department policy are cited in Porter's email message.[14] Although the superintendent went on to require "distribution of union authorization cards during non-work hours in non-working locations at the institution. . . ." in a manner that could reasonably have been read by employees to cover solicitations by both WPEA and Teamsters supporters, employees quickly observed that the prohibition did not extend to Local 117. These facts also warrant a ruling that the employer committed unfair labor practices under RCW 41.56.140(1), even if there were no violation of RCW 41.56.140(2).

The April 5 email stated, "Non-employees of the Department must remain in public right-of-way and are not allowed in employee parking lots for organizing purposes." Even if representatives of Teamsters Local 117 had a contractual right to enter the institution in their capacity as agents of Local 313, they stood in different shoes when they were in an organizing mode. The employer did not recognize that difference, however, and a Local 117 representative who is not an employee was given access to every part of the institution for organizing activity during (and since) the period when Captain Kunz inhibited the WPEA organizing effort. Further, the employer did not change its ways even after its answer indicated it would cease and desist from allowing Local 117 institutional access for solicitation purposes. These facts also

[14] In this proceeding, the employer has not cited, and the examiner has not found, such a prohibition in the collective bargaining agreement.

warrant a ruling that the employer committed unfair labor practices under RCW 41.56.140(1), even if there were no violation of RCW 41.56.140(2).

## Application of Standards to Charges Against Local 117

The WPEA argues that Teamsters Local 117 has committed unfair labor practices by accepting unlawful assistance from the employer, in violation of RCW 41.56.150(1), and that it induced and encouraged the employer to commit unfair labor practices in violation of both RCW 41.56.150(1) and (2).

The Answer Filed by Local 117 -
Teamsters Local 117 filed an amended answer stating, in part, as follows:

> 2.1 Teamsters Local 117 admits that [the employer] has enforced discriminatory non-solicitation rules at the Washington Corrections Center in Shelton, Washington in violation of RCW 41.56.140(1).
>
> . . . .
> 2.24 Teamsters Local 117 admits that during May, 2002 it solicited authorization cards from employees . . . .
>
> . . . .
> 2.30 . . .
>
> 1. Teamsters Local 117, acting as agent for Teamsters Local 313, utilized access privileges granted to Local 313 under the collective bargaining agreement between Local 313 and [the employer] to perform representational activities.
>
> 2. Teamsters Local 117 further admits that at times during the past six months, . . . management employees at WCC have not forbidden distribution or solicitation of authorization cards by Local 117 representatives.
>
> 3. Teamsters Local 117 admits that it raised a question with DOC management as to whether WPEA representatives could lawfully solicit authorization cards during working time at WCC.

> 4. Teamsters Local 117 admits that while it did not intend to cause [the employer] to discriminate against WPEA, the [employer's] subsequent action in prohibiting WPEA from soliciting authorization cards at WCC was discriminatory in violation of RCW 41.56.140(1) and (2).

Local 117 did not, however, admit that it committed any violation of RCW 41.56.150.

<u>Position of Local 117 at the Hearing</u> -

Local 117 appeared at the hearing. It made an opening statement in which it again denied having committed any unfair labor practice, and alleged that all unlawful actions were committed by the employer. Local 117 cross-examined witnesses called by the WPEA, but did not call any witnesses on its own behalf. It filed a post-hearing brief.

In its brief, Local 117 asserts, "The evidence at the hearing established that Teamsters representatives solicited authorization cards and otherwise engaged in organizing activity on Department of Corrections premises." It contends that "Unions become liable for interference only if their actions involve threats of reprisal or force, or if there is evidence of collusion with an employer to discriminate." The brief does not explain away or otherwise address the portion of its answer in which it acknowledged that "it raised a question with DOC management as to whether WPEA representatives could lawfully solicit authorization cards during working time at WCC."

Local 117 asks that the complaint against it for interference with employee rights be dismissed, based on an absence of evidence of reprisal or force against WPEA members, and an absence of evidence of collusion with the employer. It also asks for dismissal of the charge of inducing the employer to commit a violation, in that it

was engaged in lawful organizing activities to the fullest extent allowed by the employer.

Interference Violation by Teamsters 117 -
The preliminary ruling framed a cause of action against Local 117 for interference with employee rights in violation of RCW 41.56.150(1). The WPEA has met its burden of proof to establish that Teamsters Local 117 knowingly received unlawful assistance from the employer, so that an "interference" violation occurred.

Teamsters 117 admitted that it was organizing on the employer's premises. While that activity was not itself unlawful, it clearly occurred under the guise of its presence at the Shelton institution as the agent of Local 313. More troublesome is the admission by Local 117 in its answer that it raised a question with the employer's management as to whether WPEA representatives could lawfully solicit authorization cards. Local 117 was aware of the organizing efforts of another union that stood in exactly the same "outsider" shoes as Local 117 itself. That inquiry had the predictable effect of the employer inhibiting the WPEA's organizing activity while Local 117 continued to solicit cards at the institution. In particular, Teamsters Local 117 admits that "at times during the past six months, DOC management employees at WCC have not forbidden distribution or solicitation of authorization cards by Local 117 representatives."

A union may not take benefit of assistance from an employer. *State of Washington*, Decision 2900. In an "interference" analysis under *Pierce County*, Decision 1786, where intent is not a factor, these facts warrant a finding that employees could reasonably perceive that Teamsters Local 117 benefitted from the employer's discriminatory enforcement of its no-solicitation rules. By failing to contradict that reasonable perception (and certainly by its

admitted inquiry to the employer) Local 117 has committed a technical violation of RCW 41.56.150(1), by taking advantage of the employer's unlawful conduct.

Solicitation of Discrimination Allegation Against Teamsters 117 - Although the preliminary ruling framed a cause of action against Teamsters 117 for inducing the employer to commit an unfair labor practice in violation of RCW 41.56.150(2), the admissions and evidence in this case fall short of establishing the intent necessary to find a violation under that section. That allegation is therefore dismissed.

## REMEDY

The WPEA made a pro forma request for extraordinary remedies in these cases. The Commission has the authority to require payment of attorney fees or to impose other extraordinary remedies under RCW 41.56.160 when violations are found under RCW 41.56.140 and/or 41.56.150,[15] but the Commission has reserved that authority for situations involving egregious or repetitive misconduct. This is a case of first impression under the PSRA, and the alleged collusion (which would have been egregious misconduct) was not proven, so the evidence does not support imposing an extraordinary remedy.[16] It will suffice in these cases to suppress the authorization cards obtained by Teamsters Local 117 with the unlawful assistance of the employer, and to require the employer to act in an evenhanded manner with regard to competing unions, all of which

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[15] *Municipality of Metropolitan Seattle*, Decision 2845-A (PECB, 1988), *aff'd,* 118 Wn.2d 621 (1992).

[16] *Pennsylvania Greyhound Lines*, 1 NLRB 1 (1935); *Quillayute Valley School District*, Decision 2809-A (PECB, 1988).

will put the parties back in the same situations they occupied before the unfair labor practices were committed.

## FINDINGS OF FACT

1. The Washington State Department of Corrections is a state agency within the meaning and coverage of Chapters 41.06 and 41.80 RCW. The Washington Corrections Center at Shelton is one of many institutions operated by the employer. During the period relevant to this proceeding, Carol Porter was the superintendent of the Shelton institution and Alan Kunz was a management official holding the rank of "captain" and reporting directly to the superintendent.

2. The Washington Public Employees Association (WPEA), an employee organization within the meaning of RCW 41.80.005(7), has historically represented employees of the Department of Corrections, and continued to have members and officers at the Shelton institution during the period relevant to this proceeding.

3. Prior to the period relevant to this proceeding, a state-wide "Institutions Bargaining Unit" of employees of the Department of Corrections was created by the Washington Personnel Resources Board or its predecessor under Chapter 41.06 RCW and Chapter 356-42 WAC. In 1997, the Director of Personnel certified Teamsters Union, Local 313, as the exclusive bargaining representative of that bargaining unit, replacing the WPEA.

4. In February of 2002, Teamsters Union, Local 117, announced that it would henceforth be the agent of Teamsters Local 313 in regard to the representation of employees in the institu-

tions bargaining unit described in paragraph 3 of these findings of fact. Local 313 thereupon ceased having a presence or activity at the Shelton institution, and is not a party to the proceedings before the Examiner.

5. After it arrived on the employer's premises as the agent of Local 313, Teamsters Union, Local 117, an employee organization within the meaning of RCW 41.80.005(7), began an organizing effort among employees of the Department of Corrections, to acquire status as the exclusive bargaining representative of those employees.

6. With the apparent consent or approval of the employer, agents of Local 117 freely solicited authorization cards from bargaining unit employees on the employer's premises in pursuit of the organizing effort described in paragraph 5 of these findings of fact.

7. The WPEA also began an organizing effort among employees of the Department of Corrections in the Spring of 2002, for the purpose of seeking to acquire status as the exclusive bargaining representative of those employees.

8. The answer filed by Teamsters Local 117 in these proceedings admits that Local 117 raised a question with the employer about the organizing efforts of the WPEA.

9. On April 5, 2002, while both employees were on an informal break on the employer's premises, bargaining unit employee and WPEA supporter Lisa Jordan solicited and obtained from another bargaining unit member an authorization card favoring the WPEA.

10. On April 5, 2002, Captain Kunz ordered bargaining unit employee Jordan to attend a meeting wherein he directed her to cease her organizing efforts on behalf of the WPEA and to remove all WPEA materials in her possession from the employer's premises.

11. On or after April 5, 2002, the employer directed the WPEA chapter president to remove WPEA organizing materials from the employer's premises.

12. After the events described in paragraphs 10 and 11 of these findings of fact, WPEA supporters ceased soliciting authorization cards on the employer's premises.

13. The employer had issued, but did not consistently enforce, written materials prohibiting solicitation of union authorization cards during work hours or in work areas.

14. During the six months prior to the filing of the complaints in these proceedings, and continuing at least through the date of the hearing in these proceedings, the employer knew that Teamsters Local 117 was collecting authorization cards and planning to petition for an election to replace the incumbent, Local 313, but did not inhibit that effort in the same manner that the WPEA organizing efforts were inhibited as described in paragraphs 10 and 11 of these findings of fact.

15. The answer filed by the employer in these proceedings admits that it committed unfair labor practices in that "management employees at WCC have not interfered with or forbidden distribution or solicitation of authorization cards by Local 117 representatives" and it further admitted that "while it did not intend to do so, its actions admitted to herein

constitute an unfair labor practice in violation of RCW 41.56.140(1) and (2)."

16. Together with the admission in its answer that Teamsters Local 117 knew that the employer has enforced its no-solicitation rules in a discriminatory manner, the admission by Teamsters Local 117 in its answer that it raised a question with the employer (as described in paragraph 8 of these findings of fact), provides basis for an inference that Local 117 knew or should have known that it was the beneficiary of unlawful assistance by the employer as described in paragraph 15 of these findings of fact.

17. While the evidence does not support a finding that the employer actions against the WPEA as described in the foregoing findings of fact were the result of a conspiracy between Teamsters Local 117 and the employer, employees in the institutions bargaining unit at the Department of Corrections could nevertheless have reasonably have perceived that the employer showed a preference for Teamsters Local 117 as the exclusive bargaining representative of its employees.

## CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under RCW 41.06.340 and 41.56.160, and Chapter 391-45 WAC.

2. The efforts of WPEA supporters to solicit authorization cards during break times on the employer's premises was activity protected by RCW 41.56.140(1), RCW 41.56.040, and the civil service rules adopted in Chapter 356-42 WAC.

3. By its discriminatory enforcement of a no-solicitation rule against the WPEA and in favor of Teamsters Local 117, as described in the foregoing findings of fact, the Department of Corrections has committed, and is committing, unfair labor practices in violation of RCW 41.56.140(2) and (1).

4. By accepting the unlawful assistance of the employer as described in the foregoing findings of fact, Teamsters Union, Local 117, provided basis for employees in the institutions bargaining unit at the Department of Corrections to reasonably perceive an interference with their right to select an exclusive bargaining representative, so that Teamsters Local 117 has committed, and is committing, a technical violation of RCW 41.56.150(1).

## ORDER

I. The Department of Corrections of the State of Washington, its officers and agents, shall immediately take the following actions at the Director level and applicable to each and every institution and facility where there are employees eligible for membership in the institutions bargaining unit, to remedy its unfair labor practices:

   A. CEASE AND DESIST from:

      1. Intentionally or unintentionally giving an impression that the employer prefers one union over another.

      2. Interviewing any employee, or in any other manner, directly or indirectly providing basis for employees to reasonably perceive that the union activi-

ties of any employee are or may be the subject of surveillance by the employer.

3. Interviewing any employee, or in any other manner, directly or indirectly providing basis for employees to reasonably perceive that they may be subject to discipline for their pursuit of lawful union activities.

4. Enforcing any policies concerning solicitation promulgated at the captain or superintendent level within institutions operated by the employer.

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

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS TO REMEDY THE UNFAIR LABOR PRACTICES AND TO EFFECTUATE THE POLICIES OF THE ACT:

1. Rescind all policies promulgated at any level of the Department of Corrections regarding union solicitation on the employer's premises.

2. Promulgate any new policies concerning union solicitation on the employer's premises only at the Director level, and only as necessary to maintain an orderly work environment while respecting the collective bargaining rights of its employees under Chapter 41.06 and 41.80 RCW.

3. Clearly communicate any new policies adopted under part I paragraph B.2 of this order to all employees and consistently enforce any such policies throughout the institutions operated by the employer.

4. Rescind any and all interpretations of collective bargaining agreements which could have the effect of showing a preference for one union over another, except in regard to the rights of an incumbent exclusive bargaining representative concerning the negotiation and administration of collective bargaining agreements.

5. Post, in conspicuous places on the employer's premises where notices to employees are usually posted at all facilities operated by the employer where there are employees in the institutions bargaining unit, copies of the notice attached hereto and marked "Appendix A". Such notices shall, after being duly signed by the director of the Department of Corrections, be and remain posted for sixty (60) days.

6. Notify the WPEA, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the WPEA with a signed copy of the notice required by this Order.

7. Notify the Executive Director of the Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the

Executive Director with a signed copy of the notice required by this Order.

II. Teamsters Local Union 117, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices at each and every institution and facility where there are employees eligible for membership in the institutions bargaining unit:

A. CEASE AND DESIST from:

1. Using access privileges obtained as the agent of Teamsters Local 313 for the purpose of organizing and soliciting a change of exclusive bargaining representatives for employees in the institutions bargaining unit at the Department of Corrections.

2. Accepting, or providing basis for a reasonable perception by employees that it has accepted, the unlawful assistance of the employer in support of its organizing efforts at the Department of Corrections.

3. In any other manner, interfering with, restraining or coercing employees in the exercise of their collective bargaining rights secured by the laws of the state of Washington.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS TO REMEDY THE UNFAIR LABOR PRACTICES AND TO EFFECTUATE THE POLICIES OF THE ACT:

1. Withdraw the representation petition filed on July 23, 2002, and make no further use of the authorization cards collected state-wide prior to a tender of full compliance with this order.

2. Post, on the employer's premises where notices are posted by the employer under part I of this order, copies of the notice attached hereto and marked "Appendix B". Such notices shall, after being duly signed by a representative of Teamsters Local 117, be and remain posted for sixty (60) days.

3. Notify the WPEA, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide WPEA with a signed copy of the notice required by this Order.

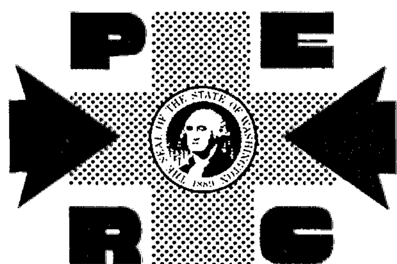
4. Notify the Executive Director of the Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by this Order.

Issued at Olympia, Washington, on the 3rd day of July, 2003.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

SALLY B. CARPENTER, 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, intentionally or unintentionally give an impression that the employer prefers one union over another.

WE WILL NOT interview any employee, or in any other manner directly or indirectly provide basis for employees to reasonably perceive that the union activities of any employee are or may be the subject of surveillance by the employer.

WE WILL NOT interview any employee, or in any other manner directly or indirectly provide basis for employees to reasonably perceive that they may be subject to discipline for their pursuit of lawful union activities.

WE WILL NOT enforce any policies concerning solicitation promulgated at the captain or superintendent level within institutions.

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

WE WILL rescind all policies promulgated at any level of the Department of Corrections regarding union solicitation on the employer's premises.

WE WILL promulgate any new policies concerning union solicitation on the employer's premises only at the Director level, and only as necessary to maintain an orderly work environment while respecting the collective bargaining rights of employees under Chapter 41.06 and 41.80 RCW.

WE WILL clearly communicate any new policies to all employees, and consistently enforce any such policies throughout the institutions.

WE WILL rescind any and all interpretations of collective bargaining agreements which could have the effect of showing a preference for one union over another, except in regard to the rights of an incumbent exclusive bargaining representative concerning the negotiation and administration of collective bargaining agreements.

WE WILL post copies of this notice in conspicuous places at all facilities operated by the employer where there are employees in the institutions bargaining unit.

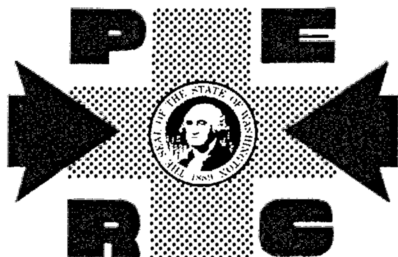
DATED: ________________

DEPARTMENT OF CORRECTIONS

BY: ______________________________
DIRECTOR

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.




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 A TECHNICAL VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND HAS ORDERED US TO POST THIS NOTICE TO EMPLOYEES:**

WE WILL NOT use access privileges obtained as the agent of Teamsters Local 313 for the purpose of organizing and soliciting a change of exclusive bargaining representatives for employees in the institutions bargaining unit at the Department of Corrections.

WE WILL NOT accept, or provide basis for a reasonable perception by employees that we have accepted, the unlawful assistance of the employer in support of our organizing efforts at the Department of Corrections.

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

WE WILL withdraw the representation petition filed on July 23, 2002, and make no further use of the authorization cards collected state-wide prior to a tender of full compliance with this order.

WE WILL post this notice where notices are posted by the employer under the order issued in a companion proceeding.

DATED: ____________________

TEAMSTERS UNION, LOCAL 117

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.