STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609,	)	
Complainant,	)	CASE 20309-U-06-5173
vs.	)	DECISION 9628-A - PECB
SEATTLE SCHOOL DISTRICT,	)	
Respondent.	)	DECISION OF COMMISSION

Schwerin Campbell Barnard, by *Kathleen Phair Barnard*, Attorney at Law, for the union.

John M. Cerqui, Senior Assistant General Counsel, for the employer.

This case comes before the Commission on a timely appeal filed by International Union of Operating Engineers, Local 609 (union), seeking to overturn certain Findings of Fact and Conclusions of Law issued by Examiner Frederick J. Rosenberry dismissing the union's complaint.[1] The Seattle School District (employer) supports the Examiner's decision.

ISSUES PRESENTED

1. Did the Examiner correctly dismiss the union's claim of unlawful discrimination against employee Deborah Youderian?

[1] *Seattle School District*, Decision 9628 (PECB, 2007).

2. Did the Examiner correctly dismiss the union's claim of unlawful interference with Youderian's union activity?

3. Did the Examiner correctly dismiss the union's claim that the employer failed and refused to provide information that was necessary and relevant to collective bargaining?

For the reasons set forth below, we affirm the Examiner's decision dismissing the claims of discrimination under RCW 41.56.140(1) and interference under RCW 41.56.140(1). With regard to the allegation that the employer failed and refused to provide information under RCW 41.56.140(4), we reverse the Examiner's decision. When an employer is faced with an information request from its employees' collective bargaining representative, the employer has an obligation to provide the requested information or notify the union if it does not believe the information is relevant to collective bargaining activities. In the case at hand, the union requested information that was relevant to collective bargaining and contract administration. The employer should have responded by providing the union with the information it requested. The employer violated RCW 41.56.140(4) by failing to provide the union with a copy of the document it requested and informing the union in writing that the document did not exist when it did in fact exist.

STANDARD OF REVIEW

This Commission does not conduct a de novo review of examiner decisions in unfair labor practice proceedings under Chapter 391-45 WAC. Rather, we review findings of fact to determine whether they are supported by substantial evidence and, if so, whether those findings of fact support the conclusions of law and the order. *Cowlitz County*, Decision 7007-A (PECB, 2000). Substantial evidence exists if the record contains competent, relevant, and substantive

evidence which, if accepted as true, would, within the bounds of reason, directly or circumstantially support the challenged finding or findings. *Ballinger v. Department of Social and Health Services*, 104 Wn.2d 323 (1985). The Commission attaches considerable weight to the factual findings and inferences made by its examiners. *City of Edmonds*, Decision 8798-A (PECB, 2005). Additionally, the Examiner generally is best situated to make credibility determinations because he or she had the opportunity to observe the demeanor of the witnesses. Although this Commission is not bound by the Examiner's credibility determination, we will generally defer to it. *City of Seattle, Decision 3066-A (PECB, 1989)*. This deference is even more appropriate in fact-oriented appeals. *Cowlitz County*, Decision 7007-A.

ISSUE 1 - DISCRIMINATION

Applicable Legal Standard

A discrimination violation occurs when an employer takes action which is substantially motivated as a reprisal against the exercise of rights protected by Chapter 41.56 RCW. *See Educational Service District 114*, Decision 4361-A (PECB, 1994), where the Commission embraced the standard established by the Supreme Court of the State of Washington in *Wilmot v. Kaiser Aluminum*, 118 Wn.2d 46 (1991), and *Allison v. Seattle Housing Authority*, 118 Wn.2d 79 (1991). A discrimination violation can be found when:

1. An employee exercises a right protected by the collective bargaining statute, or communicates to the employer an intent to do so.
2. The employee was deprived of some ascertainable right, status or benefit.

3. A causal connection exists between the protected union activity and the action claimed to be discriminatory.

Where a complainant establishes a prima facie case of discrimination, the employer need only articulate non-discriminatory reasons for its actions. The employer does not have the burden of proof to establish those matters. *Port of Tacoma*, Decision 4626-A (PECB, 1995). The burden remains on the complainant to prove, by a preponderance of the evidence, that the disputed action was in retaliation for the employee's exercise of statutory rights. That may be done by showing that the reasons given by the employer were pretextual, or by showing that union animus was nevertheless a substantial motivating factor behind the employer's actions. *Port of Tacoma*, Decision 4626-A.

Application of Standard

The union asserts that the employer unlawfully retaliated against employee Deborah Youderian (Youderian) for involving her union in a dispute over the use of the kitchen facilities at the Madrona K-8 School (the school). Specifically, the union alleges that the employer retaliated against Youderian by reducing the number of people assigned to help her serve lunch to students. The facts surrounding the use of the school kitchen and assignment of help in the lunch room can be broken down as follows.

Youderian was the lunch room manager at the school during the 2005-2006 school year. She was assisted by Alberta Battles (Battles), a lunch room assistant. Youderian and Battles were both employed by the district's Child Nutrition Services Department and reported directly to a supervisor in that department. Youderian and Battles did not have a direct reporting relationship to the school principals. From September 1, 2005 through October 31,

2005, Carolyn Manning (Manning) was employed by the school as a playground/lunch supervisor and routinely helped Youderian and Battles serve lunch to students.

On October 31, 2005, Manning started working for the school as a Peak Load Clerical Temporary, a limited duration position that was scheduled to last 90 days. Manning was primarily assigned to perform clerical work in the school's office. Upon starting her new position, Manning gave up her playground/lunch supervisor position. Manning was not directed by her supervisors to continue helping in the lunch room, but she continued to help serve lunch to students because she felt her help was needed. Sometimes Manning would even come into the school on her days off and serve lunch as an unpaid volunteer.

In addition to paid staff, students who had a teacher's assistant class period sometimes helped in the school's lunch room. During the second academic quarter (November 14, 2005 through February 2, 2006), four students were assigned to help in the lunch room.

The first day of the new academic quarter was February 6, 2006. On the evening of February 7, the school hosted a math competition. Food for the event was provided by a private catering company. At the conclusion of the event, school staff members, who were not employed by the Child Nutrition Services Department, transferred leftover food from the caterer's pans to pans owned by the school. They stored the leftover food in the walk-in cooler in the school kitchen. No Child Nutrition Services employees were present.

The employer's Child Nutrition Services Employee Handbook, a document that was negotiated by the employer and union, contains policies on use of the school kitchen facilities. Specifically,

the handbook states that "All food prepared in a school kitchen must be under the supervision of the Child Nutrition Services employees." With regard to food brought in to be heated and light refreshments, "The [kitchen] manager must approve the use of all equipment and supplies in the kitchen . . . District dishes, trays and flatware are not to be used."

On the morning of February 8, Youderian arrived at work and saw that some items in the kitchen were out of place and pans belonging to the school district were full of food from an unknown source. Youderian called the Child Nutrition Services Department and informed a supervisor that there were pans of food of unknown origin in the school's walk-in cooler. Youderian asked the supervisor what should be done about the food. The supervisor said she would get in touch with Billie Curtiss (Curtiss), Youderian's direct supervisor, and take care of it.

Shortly after Youderian called Child Nutrition Services, Principal Kaaren Andrews (Andrews) and Assistant Principal Henterson Carlisle (Carlisle) approached Youderian. Andrews informed Youderian that she had received a message from Child Nutrition Services. A conversation about the use of the kitchen facilities and pans of leftover food ensued. Accounts of that conversation vary:

According to Youderian, Andrews was upset and asked Youderian why she had called Child Nutrition Services rather than coming to Andrews first. Youderian explained it was her job to keep the kids' food safe and explained that she did not know where the food had come from. Andrews then told Youderian she should not have called Child Nutrition Services. Andrews explained that although the school had been supportive of Youderian, it did not have to support her. Andrews said she could stop assisting in the serving

and call Child Nutrition Services if Youderian was too slow. Andrews told Youderian if she wanted to get along at the school she would never call downtown (Child Nutrition Services) again.

According to Andrews, she asked Youderian why Child Nutrition Services was calling. Youderian explained that she needed the pans that had been used to store the leftover food in order to make lunch. Youderian also explained that only people from Child Nutrition Services could put food in the walk-in cooler. Youderian told Andrews, "you are not my boss." Andrews acknowledged that she was not Youderian's boss, and explained that she just wanted to talk about and resolve the situation so lunch could be made. Andrews denies making any statements that implied she could or would pull kitchen help or report Youderian for being slow. Andrews also denies telling Youderian never to call downtown again.

According to Carlisle, Andrews explained that there had been food left over from an event the prior evening. She did not think the school should waste the food so she and others decided to store it in the school kitchen and used some pans from the kitchen. Andrews told Youderian that she wished that Youderian would talk to Carlisle and herself before calling Child Nutrition Services when she had a problem. Youderian told Andrews, "I don't work for you. I don't have to listen to you. . . You are not my boss." Andrews said the staff needed to work together to solve problems. Carlisle did not hear Andrews threaten to reduce the amount of help assigned to the kitchen, to report Youderian for being slow, or tell Youderian that if she wanted to get along at the school she would never call downtown again.

After the above conversation took place, Curtiss, Youderian's direct supervisor from Child Nutrition Services, arrived at the

school to assist with the clean up of the pans of food. At or about 10 or 10:30 a.m., Curtiss called the union about the situation.

Sometime during the lunch hour, David Westberg (Westberg), the union business manager, came to the school to investigate the situation. Westberg met with Andrews and discussed the use of the kitchen and related allegations of a contract violation over loss of unit work. Andrews agreed to pay Youderian for the hours of work that should have been assigned to Child Nutrition Services staff with regards to storing and cleaning up the food from the February 7 event. No formal grievance was filed.

The next day, February 9, Youderian had a conversation with Manning regarding help in the lunch room. According to Youderian, Manning said she couldn't help serve lunch because Andrews did not want Manning to help serve. However, Manning testified she was never told by any of her supervisors to stop serving lunch to the students.

On February 9, Manning no longer helped serve lunch on a regular basis and Youderian did not routinely have a third person to help serve lunch starting. Youderian wanted help serving lunch but did not ask any of the school principals for assistance.

On February 19, the union met with Andrews and informed her that it expected the school to restore help in the lunch room. On March 9, Andrews hired a second lunch room assistant and the new employee started working at the school.

The question now before this Commission is whether or not the employer discriminated against Youderian in retaliation for her

union activity by reducing the amount of serving assistance she received during the lunch hour.

The Union's Prima Facie Case

The union met the first part of the discrimination test outlined above by showing that Youderian exercised a collective bargaining right when she met with union representative Westberg to discuss the unauthorized use of the school kitchen. Westberg subsequently met with the school principal to discuss concerns raised by Youderian, putting the employer on notice of Youderian's union activity.

The union met the second part of the discrimination test by showing that serving assistance in the lunch room benefitted Youderian because it reduced the time pressures of serving lunch and allowed her to accomplish this task more efficiently. The reduction in serving assistance caused lunch to be served more slowly than it was when there were three people serving, and placed a larger work load on Youderian.

With regard to the third part of the discrimination test, the union met its burden by showing that the timing of the reduction in serving help during the lunch hour closely correlated with the timing of the union's involvement in the kitchen use concerns raised by Youderian. The union established a prima facie case of unlawful discrimination.

The Employer's Rebuttal

Having found that the union established a prima facie case, we now need to evaluate the employer's non-discriminatory reasons for the reduction of help in the lunch room.

With regard to the reduction in student teacher assistants (TAs), the employer produced documents and testimony demonstrating that the loss of the student help in the lunch room was the result of class schedule changes that took place at the end of the academic quarter. During the third academic quarter, which started on February 6, 2006, no TA class was offered during any of the lunch periods. As a result no student TAs were available to assist with serving lunch. This schedule was determined prior to the beginning of the school year, before the employer became aware of Youderian's union activity.

The record also contained several reasons for the reduction of Manning's assistance. Starting on October 31, 2005, when Manning accepted a 90-day Peak Load Clerical Temporary position, she no longer had lunch room assistance as part of her job duties. Testimony revealed that, starting in November 2005, Manning's assistance in the lunch room was voluntary, unscheduled, and sometimes uncompensated.

In February 2006, Manning helped less during the lunch hour in the school's lunch room in order to focus on professional development and care for her sick child. On February 15, Manning's temporary position ended. Manning continued to occasionally come in and volunteer in the lunch room, but not as often. Manning testified that she was not directed to stop volunteering in the lunch room.

Union's Ultimate Burden of Proof

The Examiner found that the union did not rebut the employer's non-discriminatory explanations for the change in assistance in the lunch room. We agree, and we affirm the Examiner's decision dismissing the union's complaint.

ISSUE 2 - INTERFERENCE

Applicable Legal Standard

Chapter 41.56 RCW prohibits employer interference with the exercise of collective bargaining rights by employees. RCW 41.56.040. Included in those rights are the rights of employees to engage in union activity without threat of reprisal. RCW 41.56.140(1) enforces those statutory rights by establishing that an employer who interferes with, restrains, or coerces public employees in the exercise of their collective bargaining rights commits an unfair labor practice.

The burden of proving unlawful interference rests with the complaining party. An interference violation exists when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or promise of benefit, associated with the protected union activity of the employee or other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996). The employee is not required to show an intention or motivation to interfere on the part of the employer. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee was actually coerced or that the employer had a union animus for an interference charge to prevail. *City of Tacoma*, Decision 6793-A.

Application of Legal Standard

In order to find an interference violation, the threat of reprisal must be associated with union activity. At the time the conversation between Youderian and Andrews occurred, Youderian had not engaged in any union activity. Prior to the conversation, Youderian called the Child Nutrition Services Department and spoke with a supervisor. During that conversation Youderian asked for advice as to how to handle the situation, but did not file a

grievance or otherwise express an intent to engage in union activity. Specifically, the union did not establish that Youderian's report regarding kitchen use and improper food storage to a Child Nutrition Services supervisor was linked to the exercise of collective bargaining rights. Youderian's union activity did not occur until the union was first notified of the situation at approximately 10 or 10:30 a.m.

Again, we affirm the Examiner's decision to dismiss the union's complaint because the union failed to establish an interference violation.

ISSUE 3 - DUTY TO PROVIDE INFORMATION

Applicable Legal Standard

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, governs the relationship between these parties. Under RCW 41.56.030(4), the parties have an obligation to negotiate in good faith. Under both federal and state law, this 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, City of Bellevue v. International Association of Fire Fighters, Local 1604*, 119 Wn.2d 373 (1992). The obligation extends not only to information that is useful and relevant to the collective bargaining process, but also encompasses information necessary to the administration of the parties' collective bargaining agreement. *King County*, Decision 6772-A (PECB, 1999).

In *King County*, Decision 6772-A, this Commission embraced the "discovery-type" standard used by the National Labor Relations

Board to determine relevancy of requested information. Under this standard, as explained in *Maben Energy Corp.*, 295 NLRB 149 (1989):

> [A]n employer is obligated to provide a union with requested information if there is a probability that such data is relevant and will be of use to the union in fulfilling its statutory duties and responsibilities as the employees' exclusive bargaining representative. The issue in such a case is 'whether the requested information had probable and potential relevance to the union's statutory obligation to represent employees within the contractual units'; '[T]he fact the requested information may relate to employers and employees outside the represented bargaining unit does not by itself negate its relevance'; for, whatever the eventual merits of the union's claim that their contracts are being violated and their bargaining units unlawfully diminished, they are entitled to the requested information under the discovery type standard announced in *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967), to judge for themselves whether to press their claims in the contractual grievance procedure or before the Board or Courts. Citing *Associated General Contractors of California*, 242 NLRB 891 (1979), enfd. as modified 633 F.2d 766 (9th Cir. 1980) and *Electrical Energy Services*, 288 NLRB 925 (1988)."

Parties must turn over relevant collective bargaining information that is in their control. Failure to do so is an unfair labor practice.

Application of Standard

It is undisputed that by letter dated February 14, the union requested information and explained:

> In our ongoing efforts to fully enforce the collective bargaining agreement and to ensure equitable treatment to all of our members, we sometimes need to investigate the actions of administrators and other employees of the District. For these purposes we will need access to the following information . . . The information I need to receive, review and/or make arrangements to copy are

> relating to an event that was held at Madrona Elementary on the night of February 7, 2006.

The union's letter specifically requested a copy of "the check written to any and all contractors involved."

The Examiner found that the union failed to establish that a copy of the check written to the contractor was reasonably related to a specific bargaining issue. We disagree with that conclusion.

In its appeal, the union argues that the Examiner's Finding of Fact 11, indicating that "Union official Westberg stated that a copy of the check was needed to help determine why it costs more to educate children in the Seattle School District than other districts," is incomplete. We agree that this explanation omits important reasoning. Westberg testified that the union wanted a copy of the check so it could determine who paid for the catering of the February 7 function. Westberg further explained that the information on the check was relevant to enforcing a school district policy that Child Nutrition Services employees be given first opportunity to work special events, such as the one that occurred on February 7. The written request submitted by the union stated that the information was necessary to enforce the collective bargaining agreement and to ensure equitable treatment of its members. If an employer believes that information requested is not necessary or relevant to administration of the collective bargaining agreement, the employer has an obligation to put the union on notice of that belief. At that point the burden shifts to the union to explain why the information is necessary or relevant.

In the case at hand, the employer never questioned the union's request for information. Approximately one month after receiving the request, the employer responded with a letter and packet of

documents. With regard to the union's request for a copy of the check used to pay the contractor, the employer wrote, "According to Ms. Andrews, no check was written." The employee did not raise concerns about the confidentiality of the information requested nor did it question the relevance of the information to the administration of the parties' collective bargaining agreement.

In his analysis, the Examiner explained that the employer's failure to provide the union with a copy of the check did not impact the union because the information contained in the check had already been provided to the union in a different form, making the provision of the check unnecessary. We disagree with the Examiner's conclusion. The union requested a specific document that was relevant to its role as a collective bargaining representative. The employer should have given the union a copy of the document and allowed the document to speak for itself. Although the invoice from the contractor contained information on the cost of the event, it did not provide information on how the event was paid for. Similarly, the employer's written explanation that the event was funded by Meany's Algebra Project Ray of Hope Grant did not provide the union with information on whether the catering for the event was paid through a district account or directly by an outside organization. As Westberg explained in his testimony, the source of the money is relevant to contract administration because the food service workers have contractual priority to work at events that are funded though district accounts.

Lastly, the Examiner pointed out that the check requested by the union was not essential to resolving the dispute over a violation of kitchen protocol. This is not the proper test to apply to the relevancy of the information. The union met its burden under the discovery type standard to show that the check could potentially contain information that was necessary and relevant to investigat-

ing a reduction or loss of bargaining unit work. As a result it is necessary for us to evaluate the employer's response to the request.

The employer does not dispute that it told the union no check was written and it did not provide a copy of the check to the union. The employer argues that an omission of one document should not be considered a breach of good faith, particularly in the context of an information request in which the union requested multiple documents and all but one was provided. We disagree. We do not view this as a case of accidental omission. Had the employer accidentally omitted the document, the union could have sent a follow up request to the employer and obtained the document. Here, the employer stated the document did not exist, although, in actuality, it did.

Carelessly or knowingly providing false information in response to an information request violates the duty to bargain in good faith. For example, in *Sony Corp.*, 313 NLRB 420 (1993), the NLRB considered a situation in which an employer gave a union false and misleading information in response to an information request. The NLRB upheld the Administrative Law Judge's decision that "it is a violation of the duty to bargain in good faith to give a false and misleading answer in response to a union's information request." *Sony Corp.*, 313 NLRB 420, *citing Assn. of D.C. Liquor Wholesalers*, 300 NLRB 224 (1990). We agree that the duty to bargain in good faith includes a duty to provide accurate information.

When responding to an information request, an employer has an obligation to make a reasonable good faith effort to locate the information requested. In this case a reasonable effort to locate the information would include going to the employer's finance department and finding out the status of the check. When Serena

Gregerson, an Human Resources Analyst for the employer, was asked about the employer's response that "According to Ms. Andrews, no check was written," she acknowledged that the employer's response was "a little lazy." In sum, the evidence shows that the employer did not make a reasonable good faith effort to locate the information that was requested by the union.

In conclusion, we find the employer's response to the union's information request was false and misleading and constituted a violation of the duty to bargain in good faith. The employer violated RCW 41.56.140(4) by failing and refusing to provide accurate information to the union that was necessary and relevant to collective bargaining. That portion of the Examiner's decision must be reversed, and we amend the findings of fact and conclusions of law accordingly.

NOW, THEREFORE, the Commission makes the following:

AMENDED FINDINGS OF FACT

The Findings of Fact issued by Examiner Frederick J. Rosenberry are adopted as the Commission's Findings of Fact, except paragraphs 11 and 12 which are amended as follows:

11. By letter dated February 14, 2006, the union requested considerable information from the employer regarding the February 7, 2006, academic contest banquet. The letter specifically requested a copy of the check that was used to pay the contractor. The stated reason for the request was to fully administer the parties' collective bargaining agreement and ensure equitable treatment for all of its members.

12. By letter dated March 16, 2006, the employer provided data in response to the union's information request, including a report that no check was issued. The union suspected that the information from the employer was inaccurate and subsequently contacted the State Auditor's Office. Approximately five to six months after the February 7 event, the union obtained a copy of the check from the State Auditor's Office.

AMENDED CONCLUSIONS OF LAW

The Conclusions of Law issued by Examiner Frederick J. Rosenberry are adopted as the Commission's Conclusions of Law except paragraph 3, which is amended to read:

3. By failing to provide information requested by the International Union of Operating Engineers, Local 609, and by providing the union with false information as described in Finding of Fact 12, the Seattle School District violated RCW 41.56.140(4) and (1).

AMENDED ORDER

Seattle School District, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Failing to provide the International Union of Operating Engineers, Local 609, relevant requested collective bargaining information in a timely manner; and

   b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collec-

tive bargaining rights under 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. Upon request, make a reasonable effort to locate and provide relevant collective bargaining information to the International Union of Operating Engineers, Local 609.

b. Post copies of the notice attached to this order in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Read the notice attached to this order into the record at a regular public meeting of the School Board of the Seattle School District, 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 Compliance Officer 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 Compliance Officer with a signed copy of the notice attached to this order.

Issued at Olympia, Washington, the 2nd day of January, 2008.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

PAMELA G. BRADBURN, Commissioner

DOUGLAS G. MOONEY, Commissioner

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY failed to provide your union with information it requested that was relevant to collective bargaining and told your union the information did not exist, when in fact it did exist.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL make a reasonable good faith effort to locate and provide the International Union of Operating Engineers, Local 609, with relevant collective bargaining information that it requests.

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

DATED: _____

SEATTLE SCHOOL DISTRICT

BY: _____
Authorized Representative

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

This notice must remain posted for 60 consecutive days, and must not be altered or covered by any other material. Questions about this notice or compliance with the Commission's order may be directed to the Public Employment Relations Commission (PERC), 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300. The full decision will be published on PERC's web site, www.perc.wa.gov.