

the Department of Radiology in ultrasound. In charge of the entire radiology department and sharing an office with Dofelmier is the Technical Services Director, John Scott.

The radiology clerks' area consists of a small ante-room connected to a slightly larger file room and an adjacent storage room for x-ray files. The work area is an 8' by 8' room with approximately 15 square feet of clear floor space. Testimony from both the employer's and complainant's witnesses established that due to the physical set up of her station and the nature of her work, Laden would have to be on her feet 75% to 90% of her shift. The record also establishes that conversations were easily heard throughout the radiology working rooms.

Laden initially worked on the day shift where she was trained, supervised and evaluated by Lennon. At the time, the day shift usually scheduled two full-time and one part-time clericals. The first Wednesday that Laden was on the job, a notice for a meeting was posted at which a representative of the Office and Professional Employees International Union, (OPEIU) Local 8, which represents the employer's clericals, was to be present to talk with new employees before the employees decided whether or not to join the union. Laden testified that she went to where she thought the meeting was to be held and she could not find anyone. Returning to her station, she encountered Lennon and Dofelmier. She asked them if she had gone to the right place. Laden testified that Lennon told her "you get the same benefits whether or not you join the union" and that Dofelmier stated "the only way a union can get what it wants is to go on strike and you can't strike here anyway, so what's the point?" Lennon and Dofelmier neither confirmed nor denied that they had made such statements; they testified that they recalled the meeting and telling Laden that she had five days to make up her mind regarding membership.

Also during the first week on the job, Laden talked to Dofelmier about her concern that she was being exposed to harmful scatter radiation. After denying the validity of Laden's concerns, Dofelmier agreed to loan her his dosimeter badge for a one month trial.

Lennon testified that she had a "counselling session" with Laden on September 4th, during which she told Laden that she would have to increase her working speed. Laden denied that Lennon made such a comment, testifying that Lennon had asked how she was doing and stated that she thought Laden was "doing fine".

Lennon testified that she found Laden's work to be good enough to transfer her September 10th to the evening shift (2:30 - 11:00 p.m.) where Laden would be the only full-time clerk on duty after 7:00 p.m. each evening. (One part-time clerk usually was scheduled between 3:00 p.m. and 6:30 p.m..) On the evening shift, Laden found she was often unable to take full rest breaks or

Lunch breaks. Employer witnesses testified that Laden was frequently left work from the day shift that she was expected to complete in addition to the night shift assignments. Additionally, the record established that emergency room demands could be unpredictable and numerous to the point that a clerk would be unable to take breaks.

During her first week on the evening shift, Laden spoke with other radiology employees to see if they had time for breaks on that shift. The others expressed similar difficulties in getting full rest periods. Laden told them that she felt they had a right to take breaks under the union contract^{2/} and state law. She stated that someone should take steps to enforce the right, including filing grievances. Some agreed with her, others did not feel it was worth the effort. This transpired in approximately ten conversations from September 10th through September 24th. Due to the set up of the work station, Lennon was often within ten feet of Laden when these conversations were going on.

During her first week on the evening shift, Lennon told Laden that she was doing well and that she had made no major errors which was rare for a new employee. Laden told her that her only difficulty on the shift was in getting her breaks. Lennon testified that Laden was the first clerk to "press the issue". Laden asked if one could file for overtime pay for missed breaks. Lennon said yes. Laden filed and received overtime payment for her missed breaks September 11th, 12th and 13th.

Approximately September 17, 1979, Laden again spoke with Lennon concerning the break problem. Laden testified that Lennon told her that she was not permitted to take her break after 3:15 p.m. Laden protested that she started her shift at 2:30 p.m. and that such a schedule would leave her many hours without a break. Lennon replied that the department was too busy after 3:15 p.m. to accommodate her break. Within one or two days of that conversation Laden went to Dofelmier in his office. Technical Services Director Scott, was also present. Laden related her difficulty in getting breaks. Dofelmier said he thought the problem had been resolved and Laden reported it had not been resolved but rather Lennon had restricted Laden's breaks to before 3:15 pm. Laden testified that Dofelmier told her it was her responsibility to figure out a way to take breaks and that she should ask unit clerks on hospital floors how they managed. Vicki answered that she did not have time

2/ The collective bargaining agreement between Public Hospital District No. I of King County Washington (d/b/a/ Valley General Hospital) and Seattle Area Hospital Committee of the King County Labor Council - 1978 through 1980 contains the following article:

6.4 - Rest Periods - Employees shall receive a rest period of fifteen (15) minutes including time to and from their assigned place of work during each four (4) hour period of work. Such rest period shall be scheduled as nearly as practical during the mid-point of each four (4) hour period, taking into consideration the primary concern of adequate department coverage.

for breaks and therefore did not have time to travel about the hospital polling other clerks.

On September 24th, Laden talked with one of the radiology technicians, Susan Porter, who was fearful that she would be laid off since the last reading on her dosimeter badge had been high. Laden advised Porter that she did not think such a lay-off would be legal. At the time Lennon was working near by.

Before going to work on September 25, 1979, Laden phoned the Department of Labor and Industries Employment Standards Division. After giving an agent her name and that of her employer and briefly explaining her break problem, she received confirmation that she and part-timers working at least four hours were entitled under state law to breaks and that the employer was in probable violation of the law. Laden then filed a formal complaint by phone. Immediately after her conversation with the Department of Labor and Industries agent, Laden phoned Don Olson, then Business Agent of OPEIU, Local 8. She explained the break problem to Olson. Olson agreed that this constituted a breach of the collective bargaining agreement. Laden stated she wanted to file a grievance. Olson took her grievance over the phone and assured her that he would contact Personnel Director George Deering to notify him of the problem and set up a grievance meeting. There is evidence that prior to Laden, no radiology clerk had ever filed a grievance with the union. Olson phoned Deering and left a message regarding the grievance meeting. That same day, Olson sent a letter to Deering requesting the meeting. When Laden reported to work that afternoon, she related her conversation with Olson to Janel Florin, a radiology technician, and two other employees in the department. Lennon was working in the adjacent room. Soon thereafter, Laden overheard Florin tell Lennon that Lennon's dayshift crew was leaving too much work for Laden to finish and that Laden was being overworked. Lennon confirmed this conversation. Laden characterized Lennon's actions during the remainder of the afternoon as peculiar and unprecedented. On approximately four occasions within the time span of one hour, Lennon approached Laden and pointed out errors in various files. According to Laden, each time she advised Lennon that she had not worked on the particular file and that the errors were therefore committed by someone else. At one time Laden testified that Lennon asked "do you think you're going to be able to get any faster on this job". Laden testified she was surprised by Lennon's question since it was the first time she had heard such a complaint. Laden assured Lennon that she was "really trying" and that as she gained experience she would try to find ways to cut corners. Laden added that in her opinion the only way clerks had been able to keep up with the workload so far was by sacrificing their breaks. Laden told Lennon that she had called the union that morning concerning the break problem. According to Laden, at this point Lennon became visibly agitated and said "well you know they've never been entitled to breaks before". Lennon testified that she went straight to John Scott after her September 25th conversation with Laden. She reported to Scott that Laden was still pressing the break problem and had

called the union. Scott testified that he relayed Lennon's report to Dofelmier on September 26th and told Dofelmier to meet with Laden and "straighten things out".

Entered into evidence at the hearing were notes from Dofelmier to himself dated September 26, 1979. They stated in part:

* * *

I was informed by Janet [Lennon] that Vicki has been very vocal to the effect that the part-time staff should be receiving breaks. Since these employees work less for hours per shift (sic) we are not contractually obligated to provide them with rest periods.

Vicki was told by Janet that we are planning on extending some of the PPT hours to help with workload, but adding any more bodies in the confined work area would not solve the problem, only magnify the confusion and probably make the employees less productive. I agree with this.

* * *

Historically, this has been a very busy shift and that Vicki was informed of that (sic) before she began employment at VGH. I feel that if she does not turn these problems around disciplinary action will be warranted. I plan on counseling Vicki today, 9-26-79.

Upon reporting to work at 2:30 p.m. on September 26, 1979, Laden was taken by Lennon to Dofelmier's office. As Laden entered Dofelmier's office, she testified he stated "as of this minute you're fired and you're to leave the hospital". Laden immediately asked for a union representative. Dofelmier continued talking. Laden repeated her request for union representation stating "I do not want this to happen without a union representative here". Dofelmier, according to Laden's testimony, continued talking saying in effect "you're stirring up the other girls. You're creating morale problems in this department. You never smile. You know for these girls this is a really good job. We pay them a lot and this is much better than they could get anywhere else. You act angry and hostile." Vicki got up to leave, replying Dofelmier's comments were "ridiculous and appalling" and she requested Dofelmier's statement in writing. He responded that she would be sent a letter with her last pay check. Lennon said nothing. As she was leaving, Dofelmier added "you haven't been able to keep up with the work load here. You're not able to perform this workload". Vicki responded "I know what the real reason for this is. Its because I filed a grievance. I'm probably the first person in this whole department to ever file a grievance". Dofelmier answered "that's not true".

Lennon corroborated Laden's testimony that she asked for union representation more than once while Dofelmier continued to talk. Dofelmier testified that the meeting on September 26th was to "counsel" Laden: ... "I was at that point where I was going to take some sort of disciplinary action in which in

the back of my mind was to extend her probationary period by 30 days." (Trans. p. 286). Dofelmier testified that he did not tell Laden she was terminated until the end of the counseling session. Laden testified that the session lasted approximately ten minutes; Dofelmier stated it lasted no more than five or six minutes.

That same day Dofelmier sent an interoffice memo to the personnel department regarding Laden's discharge and stated, in part:

Today on Wednesday, 9-26-79, I terminated Vicki Laden for the following reasons:

1. Her inability to cope with the demanding workload in radiology.
2. Her indication to Janet Lennon during counseling that she could not increase her working speed.
3. Her continual complaints that were creating morale problems.
4. Her general disruptive attitude.

* * *

I had made some observations of Vicki and at times she seemed to be quite put out and perturbed about her job, and I believe this attitude was beginning to spill over to other employees in the department.

* * *

During the counseling session that I had with Vicki today, she seemed to be quite irritated and hostile that she was being terminated for the above listed reasons. She indicated to me that she had filed a grievance with the union and that my course of action at this time would be inappropriate. I indicated to Vicki that I had no knowledge of a grievance procedure being filed against the department or the hospital and that I didn't feel it had a bearing on the termination action of today. Vicki indicated to me that she no longer wanted to discuss the issues of her termination without having a union representative present. At that point, I terminated the conversation with Vicki and indicated that she was terminated as of today.

I would like to add that Vicki, up until time of termination, was still in the 60 day probationary period.

Personnel Director Deering testified that 90 clericals were in a probationary status in 1979 at Valley General. Four, besides Laden, were discharged during their probationary period. One was terminated because she never showed up for the orientation session. Another was discharged because she was constantly tardy up to four and one half hours. The third had her probation extended to a total of 120 days before she was terminated. The final example of an employee discharged while on probation was Laden's immediate predecessor. As the supervisor, Lennon wrote in the employee's termination evaluation that she was "too quiet, no initiative and not

forceful enough." Deering also testified that while probationary employees usually do not receive progressive discipline, anecdotal notes are put in the employee's personnel file to use as memory joggers during informal counseling sessions. Once the employee's conduct has changed and demonstrated a response to counseling, the note would be removed from the file. There were no such notes in Laden's file nor any evidence that any had ever been put there.

POSITION OF THE PARTIES:

The complainant argues that she made a prima facie case that she was dismissed for her protected activities and that the employer's defense is merely pretextual. To support her argument, the complainant cites the employer's lack of evidence of poor work performance, discrepancies in the employer's witnesses reasons for the discharge, the timing of the discharge and the testimony regarding knowledge of Laden's union activities by her supervisors. The complainant urges the Examiner find the employer held an anti-union attitude because probationary discharges are rare at Valley General Hospital, Laden was denied union representation at the discharge conference and procedural irregularities in reference to the hospital's Personnel Policy and Procedure Manual occurred in Laden's discharge.

The employer argues that Laden's discharge was a direct result of her refusal to respond to counseling, her uncooperative and hostile actions during the counseling session on September 26, 1979 and her belligerent, argumentative and abusive attitude during that counseling session. The employer denies that it had any knowledge that Laden filed a grievance before she was discharged. Finally, the employer asserts that since Laden was a probationary employee, she did not come within the protections of the collective bargaining agreement or the Personnel Policy and Procedure Manual.

DISCUSSION:

I. Was Laden engaged in protected activity under State law?

RCW 41.56.040 statutorily bans public employers from interfering with the right of public employees to "designate representatives of their own choosing for the purpose of collective bargaining." (Emphasis added). RCW 41.56.030(4) defines "collective bargaining" as:

"... the performance of the mutual obligations of the public employer and the exclusive bargaining representative to meet at reasonable times, to confer and negotiate in good faith, and to execute a written agreement with respect to grievance procedures and collective negotiations on personnel matters, including

wages, hours and working conditions, which may be peculiar to an appropriate bargaining unit of such public employer, except that by such obligation neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this chapter." (Emphasis added).

If the state legislature has decided to allow public employees to designate representatives for collective bargaining without interference and has embraced grievance procedures in its definition of collective bargaining, then the integrity of the statute would demand that represented employees have a protected right under the Act to pursue grievances through a grievance procedure in their contract.

In the Intermittent Worker's Federation, John R. Scannell vs. City of Seattle, Decision No. 489 (PECB, 1978), activities for mutual aid or protection were not held to be per se protected under the Act. In that case, Scannell's action in individually protesting terms of employment while he was not represented by any labor organization, was found to be so remote from "the right to organize and designate representatives of their own choosing" that Scannell's actions were not protected by RCW 41.56.040. The present case differs from the City of Seattle in that Laden was working in a position within a recognized bargaining unit and she was clearly pursuing her rights under the contract. At the bargaining table, the employer had agreed to have Article 6.4 - Rest Periods in the contract. Laden was seeking to grieve the employer's violation of this article when she was discharged. I find that Laden's pursuit of a grievance under the existing collective bargaining agreement is protected activity within the meaning of RCW 41.56.040 and RCW 41.56.030(4).

The employer's defense in its brief that Laden is outside the collective bargaining agreement because she was still in her probationary period when she was discharged, has no merit. The contract defines the probationary period as the first 60 days of employment and states:

2.7 - Probationary Period...

"The employer may apply an extension of additional calendar days with notification to the union. If at any time within the probationary period a department head or supervisor determines that an employee under his or her supervision or within the department does not fill the requirements of the job for which the employee was hired, that employee may be terminated by the employer within the probationary period without prior notice or pay in lieu of notice, or recourse to the grievance procedure."

Article 2.7 is clearly aimed at limiting a probationary employee's recourse to the grievance procedure regarding his or her discharge, and after the

discharge has taken place. That section does not deny the probationary employee access to other parts of the collective bargaining agreement. Laden's claim is that she was discharged for pursuing a grievance; she did not get discharged first and file a grievance second. The employer's Personnel Director recognized this in his testimony:

Q: ... With the exception of the right to grieve their discharge a probationary employee (sic) is a bargaining unit employee with full rights under this contract except where specifically excepted in the expressed language?

A: (Deering) That is correct.

Even as a probationary employee, Laden had the right to claim the protection of Article 6.4. She was in pursuit of that protection when she was discharged.

II. Did the employer know Laden was pursuing the grievance procedure in the collective bargaining agreement at the time she was discharged?

Clearly, the record in this case establishes that Janet Lennon, Steve Dofelmier and John Scott were aware that Laden had contacted the union immediately prior to her discharge. Laden and Lennon both testified that at the beginning of her shift on September 25th, Laden told Lennon that she had contacted the union and that she would be getting some information regarding break time to show to Lennon. In direct testimony as the employer's witness, Lennon stated that shortly after that conversation, she went in to see Dofelmier. Lennon could not find Dofelmier, but she did talk with Scott telling him "the break situation hadn't been resolved - you know, and Vicki's indication of the working speed and that she had called the union and was waiting on some information." Scott testified that he told Dofelmier of the situation the next morning.

In its brief, the employer seems to argue that the director of personnel for the hospital denied knowing that Laden had contacted the union and thus the "employer" had no knowledge of her pursuit of protected activities. This argument is not persuasive. The Public Employees Collective Bargaining Act defines "public employer" as:

"... any officer, board, commission, council or other person or body acting on behalf of any public body governed by this chapter." RCW 41.56.030(1). (Emphasis added).

At the beginning of the hearing, the employer's legal representative stipulated that the employer took full responsibility for Lennon's actions and stipulated that Dofelmier and Scott are supervisors. In looking to the National Labor Relations Act (NLRA) for acceptable standards in labor relations, one finds: Sec. 2(13) "In determining whether any person is

acting as an 'agent' of another person so as to make such other person responsible for his acts, the question of whether the specific acts performed were actually authorized or subsequently ratified shall not be controlling". Generally, an employer is held responsible by the National Labor Relations Board (NLRB) for statement or acts of his supervisors which constitute any sort of interference with the self-organization of his employees. See: NLRB v. Joy Silk Mills, Inc., 185 F.2d 732 (CA DC, 1950). Dofelmier's conduct of discharging Laden occurred within the scope of his employment as a supervisor; whether Laden's termination was specifically authorized by the director of personnel is not determinative. What is persuasive of a finding of employer knowledge in this case, is the testimony from the supervisors themselves that they knew Laden had contacted the union and the fact that one of those very supervisors exercised the authority to discharge Laden.

III. Was Laden's discharge motivated by the employer's union animus?

Public employers are statutorily barred from directly or indirectly interfering with, restraining, coercing or discriminating against any public employee in the free exercise of that employee's rights under the Act. (RCW 41.56.040). The statutory language allows this examiner to draw reasonable inferences of union animus from the evidence presented and, thus, specific employer anti-union purpose need not be proven.

The employer claims Laden's discharge was based on a refusal to work faster and a refusal to accept counseling. After studying the record as a whole, this Examiner finds the employer's claims to be pretextual. Laden was considered a competent enough employee to go on evening shift with only remote supervision within two weeks of her hire date. The employer did not approach her about increasing her working speed until Laden made it known that she was unhappy about having to miss her breaks. The record does not establish that she blatantly refused to work faster; rather it contains instances where she made suggestions for increasing the productivity of the department. Additionally, Laden's supervisor stated that bringing errors to the attention of the staff was "routine". The Examiner credits Laden's testimony that there was stepped-up policing of errors on files after Lennon could have reasonably overheard Laden report to other employees that she had contacted the union. Considering the facts that only four out of ninety other probationary employees were terminated that year and that the personnel director testified that typically an attempt is made to "salvage" probationary employees, one begins to sense that Laden's work performance was not grounds for discharge in the usual custom of the employer.

The employer's contention that Laden refused to accept counseling is not proven in the record. Instead, weighing the comments of the supervisors, an anti-union attitude can reasonably be inferred to the employer. Laden's testimony is credited that Lennon and Dofelmier characterized union membership as pointless during the first week of her employment. The timing

of Laden's discharge is significant. Lennon choose to report to Scott and Dofelmier that Laden had contacted the union and within 24 hours of that report Laden was terminated. Also significant are the supervisors' characterization of the grounds for Laden's termination. Scott recalled his conversation with Lennon on September 25th as follows:

"Janet came to me just before she was leaving for the day and indicated there were some problems with Vicki. The problem that she related to first (sic) was the fact that Vicki had asked for some information from the Union regarding breaks and the requirement for breaks." (Transcript p. 248).

Dofelmier's memo to the personnel office following Laden's termination referenced her "continual complaints" and "general disruptive attitude". Laden's efforts to coordinate working conditions consistently with the union contract should not be labeled as agitative by a neutral employer. Dofelmier testified that the meeting with Laden on September 26th lasted five to six minutes. Laden's testimony is credited that as she entered Dofelmier's office for that meeting he announced her termination. The evidence adds up that the employer created a "counseling session" retrospectively; counseling was never offered.

Dofelmier's de facto refusal to allow Laden union representation at the discharge meeting is puzzling. Lennon and Laden both testified that Laden clearly and repeatedly asked for a union representative to be present. Although Dofelmier never outright denied the request, he did not adjourn the meeting to permit her to obtain such representation, but rather continued to talk. At some point it should have been clear to Dofelmier that the meeting concerned discharge and Laden should have been given the opportunity to obtain a union representative. (See: NLRB v. Weingarten, Inc. 420 US 260 (1975)).

The natural consequences of the employer's action in terminating a unit member for pursuing contract rights and effectively denying that unit member union representation at the termination meeting, would discourage employees' pursuit of protected activities.

FINDINGS OF FACT

1. Public Hospital District No. 1 of King County, Washington (d/b/a Valley General Hospital) is a public employer within the meaning of RCW 41.56.030(1). At all times material herein Janet Lennon was "Lead Receptionist" in the Department of Radiology; Steve Dofelmier was Chief Technologist for the Department of Radiology in ultrasound; and John Scott was Technical Services Director.

2. Vicki Anne Laden was hired by Valley General Hospital on August 13, 1979 as a clerk/receptionist in the radiology department. As such, she was a member of a bargaining unit represented by Office and Professional Employees International Union, Local 8, which had a collective bargaining agreement in effect with the hospital. Contained in that collective bargaining agreement was a guarantee of 15 minute rest periods to employees working four hours or more; a grievance procedure; a definition of probationary employee which did not allow such an employee to grieve his/her discharge.
3. Laden's work station was small and conversations could be heard throughout the work rooms.
4. Ladens work performance was within acceptable standards for the hospital.
5. On September 10, 1979, Laden was transferred to the evening shift where she was remotely supervised. Due to the work load Laden was often unable to take full rest breaks or lunch breaks on the shift.
6. Between September 11, 1979 and September 25, 1979, Laden spoke with Janet Lennon, Steve Dofelmier and John Scott about getting full rest periods on her shift.
7. On September 25, 1979, Laden contacted her union business agent about filing a grievance regarding the rest period section of the collective bargaining agreement.
8. Laden told Lennon about her contact of the union on September 25, 1979. That evening Lennon stepped up the policing of errors on radiology files and asked Laden to work faster. Before leaving on the 25th, Lennon told Scott that Laden had contacted the union about rest periods.
9. On September 26, 1979, Scott told Steve Dofelmier that Laden had contacted the union regarding rest periods. On that date Lennon brought Laden into Dofelmier's office for a meeting with him which lasted five to ten minutes. During the meeting Laden was discharged. Laden repeatedly requested union representation during the meeting; such representation was never obtained for her.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction of this matter under RCW 41.56.160.
2. Janet Lennon, Steve Dofelmier and John Scott were, at all times material herein, acting on behalf of the employer within the meaning of RCW 41.56.030(1).

3. As a bargaining unit member during her probationary period, Laden was covered by the collective bargaining agreement between Office and Professional Employees International Union, Local 8, and Valley General Hospital, at least to the extent of the protection offered in Article 6.4 - Rest Periods. Her pursuit of this protection is a protected activity under RCW 41.56.040 and RCW 41.56.030(4).

4. By denying, in practical effect, Laden's request for a union representative at the meeting where she was discharged, the employer violated RCW 41.56.140(1) and RCW 41.56.040.

5. Valley General Hospital advanced pretextual reasons for the discharge of Vicki Anne Laden. Laden was terminated for pursuing protected activities; as such her discharge was in violation of RCW 41.56.140(1) and RCW 41.56.040.

ORDER

IT IS ORDERED THAT respondent, Valley General Hospital, its officers and agents, shall immediately:

1. CEASE AND DESIST FROM:

- a. Discharging any employee in the Office and Professional Employees International Union, Local 8, bargaining unit, or any other labor organization's bargaining unit, for seeking the protection of the collective bargaining agreement to the extent to which the employee is entitled.
- b. Denying de facto union representation to a unit member at a discharge conference.
- c. In any other manner interfering with, restraining or coercing its employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION:

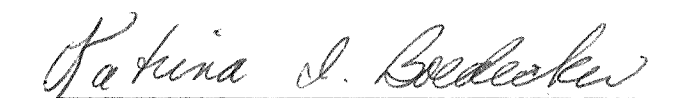
- a. Offer its employee, Vicki Anne Laden, immediate and full reinstatement to her former or substantially equivalent position, without prejudice to her seniority and other rights and privileges.
- b. Make its employee, Vicki Anne Laden, whole for any loss of pay or benefits she may have suffered by reason of her

discriminatory discharge, by payment of the amount she would have earned as an employee, from the date of the discriminatory action taken against her until the effective date of an unconditional offer of reinstatement made pursuant to this Order. Deducted from the amount due shall be the amount equal to any earnings such employee may have received during the period of the violation, calculated on a quarterly basis. Also deducted shall be an amount equal to any unemployment compensation benefits such employee may have received during the period of violation, and respondent shall provide evidence to the Commission that such amount has been repaid to the Washington State Department of Employment Security as a credit to the benefit record of the employee. The amount due shall be subject to interest at the rate of eight (8) percent calculated quarterly from the date of the violation to the date of the payment.

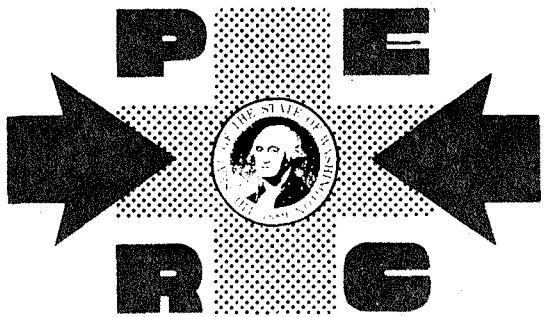
- c. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall, after being duly signed by an authorized representative of Valley General Hospital be and remain posted for sixty (60) days. Reasonable steps shall be taken by Valley General Hospital to ensure that said notices are not removed, altered, defaced or covered by other material.
- d. 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 the preceding paragraph.

DATED at Olympia, Washington this 13th day of July, 1981.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


KATRINA I. BOEDECKER, Examiner

PUBLIC EMPLOYMENT RELATIONS COMMISSION



NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION , VALLEY GENERAL HOSPITAL, HEREBY NOTIFIES OUR EMPLOYEES THAT:

WE WILL NOT Discharge any employee in the Office and Professional Employees International Union, Local 8, bargaining unit, or any other labor organization's bargaining unit, for seeking the protection of the collective bargaining agreement to the extent to which the employee is entitled.

WE WILL NOT deny union representation to a unit member at a discharge conference.

WE WILL NOT in any other manner interfere with, restrain or coerce our employees in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining.

WE WILL offer our employee, Vicki Anne Laden, immediate and full reinstatement to her former or substantially equivalent position without prejudice to her seniority and other rights and privileges.

WE WILL make our employee, Vicki Anne Laden, whole for any loss of pay or benefits she may have suffered by reason of her discriminatory discharge, by payment of the amount she would have earned as an employee, from the date of the discriminatory action taken against her until the effective date of an unconditional offer of reinstatement made pursuant to this Order.

DATED: _____ VALLEY GENERAL HOSPITAL

By: _____

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

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