

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 280,)	CASE 8723-U-90-1904
)	
Complainant,)	DECISION 3804 - PECB
)	
vs.)	
)	
CITY OF PASCO,)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW
Respondent.)	AND ORDER
)	
)	

Lester C. Meyers, Business Representative, appeared on behalf of the complainant.

Greg A. Rubstello, City Attorney, appeared on behalf of the respondent.

On August 13, 1990, International Union of Operating Engineers, Local 280, filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that the City of Pasco had interfered with the rights of public employees by retaliating against an employee for filing a grievance, in violation of RCW 41.56.140(1). A hearing was conducted on March 27, 1991, by Examiner William A. Lang. Post-hearing briefs were filed on April 12, 1991.

FACTS

International Union of Operating Engineers, Local 280 (union), is the exclusive bargaining representative of City of Pasco employees within the maintenance and operations divisions of the Public Works Department and the parks, golf course and cemetery divisions of the Parks and Recreation Department. At the time this case arose, the union and employer were parties to a collective bargaining

agreement effective through December 31, 1990. That contract contains a grievance procedure, but does not contain provision for final and binding arbitration of unresolved grievances.

Charles Wicklander has been an employee of the City of Pasco since June 6, 1985. At the time this case arose, he was employed as a heavy equipment operator, within the bargaining unit represented by the union. Wicklander's personnel file contained several commendations, and no disciplinary complaints.

On April 25, 1990, Wicklander filed a written grievance with his supervisor, alleging violation of vacation provisions of Article XIX of the collective bargaining agreement between the parties.

Wicklander's supervisor, Superintendent Marvin C. Ricard,¹ discussed the grievance with Wicklander and union Shop Steward Enrique Curiel on May 4, 1990. The grievance meeting lasted about 15 minutes. At that meeting, Ricard handed Wicklander a written response which had been prepared in advance of the meeting, denying the grievance as untimely.² The record seems clear that both Ricard and Wicklander had an angry confrontation at the grievance meeting. At one point, Wicklander suggested that the matter could be settled by their stepping outside. Ricard declined to take up that invitation, and re-directed the discussion to the issues of the grievance.

On May 7, 1990, Ricard issued a written warning to Wicklander concerning the May 4 grievance meeting, as follows:

¹ Ricard's title is "water distribution / street maintenance superintendent".

² The parties do not appear to dispute that the grievance was filed one day beyond the 10-day period allowed under the contract for filing grievances.

On Friday, May 4, 1990 at 1315 hours, you were presented with the written answer to your grievance which you filed on April 25, 1990. During this meeting you expressed the desire to enter into a verbal confrontation which was negative to the intent of this meeting.

You interrupted my answer to a statement you made, stating "this could be settled out in back of the warehouse." I interpreted this intimidating remark to imply you were wishing to enter into physical combat.

In the past you have exhibited these same intimidating actions and verbal abuse of personnel in charge, even to the point of strong profanity towards your foreman. These actions have been reported to management people, but have not been documented or action taken in the past. They have been overlooked because of your work ability and with the hope you would overcome this problem. On one occasion, you apologized, saying it wouldn't happen again, however, this last incident which happened in the presence of your foreman / union steward indicates to me there has been no progress or improvement with this problem.

I therefore feel I have no choice but to issue a written warning for this disrespectful action. I want it understood, your foreman, your superintendent, or any other personnel placed in temporary charge, will not tolerate any verbal abuse, profanity directed at them, or intimidating gestures such as shoving or pushing.

This warning is written with the objective of correcting the problem. I am suggesting you hold this matter in confidence and look at it as a step in the right direction for the betterment of yourself and the Public Works organization.

The memorandum did not indicate that a copy was to be placed in Wicklander's personnel file, although Ricard testified that it was his intent to do so.

On May 16, 1990, Wicklander filed a grievance concerning Ricard's May 7, 1990 memorandum, characterizing it as "undocumented, arbitrary, untrue and written in reprisal" for the filing of the earlier vacation grievance. Wicklander claimed a violation of Article 7.3 of the collective bargaining agreement, which prohibits retaliation for filing grievances.

Ricard denied Wicklander's May 16, 1990 grievance on May 18, 1990, stating that the warning was warranted.

Wicklander appealed Ricard's denial of his May 16 grievance to Director of Public Works James S. Ajax, who was the next level of the grievance procedure. Ajax sent a letter to Wicklander dated June 6, 1990, advising that he had conducted an in-depth investigation because of the seriousness of Wicklander's allegations of retaliation and dishonesty. Ajax concluded, however, that there was a clear history of Wicklander being disrespectful and engaging in verbal abuse and physical intimidation toward supervisors. Ajax recounted a number instances of misconduct by Wicklander, two of which had occurred in front of witnesses and had been documented. Ajax denied the grievance. He placed a copy of his letter in Wicklander's personnel file, together with a copy of the grievance.

Wicklander appealed Ajax's denial of his May 16, 1990 grievance to City Manager Gary Crutchfield, who was the next step in the grievance procedure. On July 9, 1990, Crutchfield held a meeting with Wicklander, IUOE Local 280 Business Representative Don Bushey, Don Hicks, and Ajax. Crutchfield denied the grievance in a letter to Wicklander dated July 16, 1990. Crutchfield informed Wicklander that he concurred with the findings and conclusions made by Ajax, but would remove the May 7 written warning and the June 6 grievance denial letter from Wicklander's personnel file, if there were no similar occurrences for a period of two years. This unfair labor practice complaint followed.

POSITION OF THE PARTIES

The union contends that the May 7, 1990 warning letter was issued in retaliation for the filing of the earlier grievance on vacation. It asserts that Wicklander did not use profanity or threaten Ricard at the May 4, 1990 grievance meeting, that Ricard was sarcastic and abusive towards Wicklander, and that it was Ricard's misconduct which caused Wicklander to ask if Ricard was suggesting that they settled the matter outside. The union points to the absence of any prior history of misconduct in Wicklander's personnel file. The union also argues that the action by Ajax to place the June 6 letter in Wicklander's personnel file escalated the discipline in further retaliation, since Ricard had intended to treat the warning as confidential.

The employer denies any animus toward Wicklander or the union, and contends that the warning was necessary to correct an intolerable problem of abusive behavior by Wicklander toward supervisors. The employer argues that the union has not carried its burden of proof, because it failed to offer any evidence of the employer's intent or union animus.

DISCUSSIONThe Scope of the Inquiry

RCW 41.56.040 specifically prohibits a public employer from interfering with or discriminating against a public employee in the exercise of their rights under the Public Employees' Collective Bargaining Act. The filing and processing of grievances through contractual grievance procedures is an activity protected by Chapter 41.56 RCW. Valley General Hospital, Decision 1195-A (PECB, 1981). The protections of the act are enforced by means of RCW 41.56.140(1), which makes it an unfair labor practice for a public

employer to "interfere with, restrain or coerce" public employees in the exercise of their rights under Chapter 41.56 RCW.

The hearing and determination of unfair labor practice allegations is a function delegated by the Legislature to the Public Employment Relations Commission. RCW 41.56.160 through .190. The Commission "defers" the processing of unfair labor practice cases where an employer's alleged "unilateral change" action is "arguably protected or prohibited" by an existing collective bargaining agreement between the parties. See, Stevens County, Decision 2602 (PECB, 1987). Such a "deferral" is not indicative of an absence, surrender or loss of jurisdiction over the unfair labor practice allegations, but rather is an exercise of discretion in harmony with the preference for final and binding grievance arbitration shown by the Legislature in RCW 41.58.020(4). A deferral is not available, however, where (as here) the contract does not contain any provision for final and binding resolution of the grievance by an impartial arbitration forum. Furthermore, the Commission does not defer "interference" or "discrimination" charges to arbitrators. Thus, even though there is a contractual provision against the retaliation for filing grievances in the collective bargaining agreement between these parties, the unfair labor practice complaint is not deferrable in this controversy.

The Scope of Protected Activity

Because grievance meetings are often heated and emotional, an employee's outburst in that context will be protected unless it is indefensible under the circumstances. In Acme-Arsena Co. v. NLRB, 276 NLRB 1271 (1985), the National Labor Relations Board (NLRB) found that a shop steward's threat, obscene language and discourteous behavior toward a supervisor were not so egregious as to remove him from the protection of the law. The steward was engaged in the protected activity of grievance processing, and there was no credible evidence that he had been previously warned or disciplined

for abusive conduct. See, also, Illinois Bell Telephone Co., 259 NLRB 1240 (1982), where the NLRB dealt with discipline of an employee for using profanity during a grievance meeting. We must, therefore, examine Wicklander's conduct in this case, to determine whether it is of such a severe nature as to remove it from the protection of the law.

The setting of the May 4, 1990 confrontation is not in dispute. Ricard testified that he told Wicklander to come into his office in the late afternoon, and that he wanted the shop steward present. Wicklander testified:

I was called into the meeting with Mr. Ricard and I asked Henry Curiel, who was the Street, Water and Distribution foreman at the time, acting foreman, and he was also the Steward for that division.

Both agree that, after Curiel and Wicklander entered the office and sat down, Ricard gave Wicklander an envelope which contained Ricard's answer to his grievance. Wicklander then read the answer.

As might be expected in a case of this nature, the participants gave somewhat conflicting testimony about the incident which gave rise to this dispute. Wicklander testified:

And he went with me into the meeting and at that time I was given a sealed envelope and read it and from there we began to discuss the contents of his answer ...

And Mr. Ricard became hostile and verbally abusive, sarcastic and he began saying things like: "You may think your an expert at what the grievance says", but he wasn't, things like that. ... During that period of talking to Mr. Ricard about the answer that he gave me, I interrupted him that he was saying something about -- I think it was the one about the, you may think you're the expert on the contract and so forth, but I am not. I asked

him in normal conversational voice: I suppose you want to go out in the back lot and settle this ...

I didn't invite him out. I didn't -- it was -- sarcasm is what it was, really; I was answering his sarcasm with sarcasm.

Transcript at pages 12-14.

Ricard testified:

Q And what else happened that you remember?

A Well, we got into a discussion about it. He disagreed with it. And I was -- on this grievance I was kind of using the Union contract as a guideline for what my answer to him was. And it clearly stated in there that seniority prevailed on vacation ...

Q Okay.

A And I mentioned that in this discussion.

Q To Charlie?

A Yes. And it gets a little fuzzy right in here just exactly what did happen. I can't remember how the verbal conflict started really. But he got pretty irate ...

Q Did voices raise?

A Well, yes, yes.

Q Both yours and his?

A Well, I can't say that I was exactly cool, you know. I was pretty perturbed about what was going on. I suppose part of it, with my own reaction to it, is because previous meetings that I have had with him they always kind of led to that sort of thing. And he -- when I said something about the contract and he said something which I can't say I can remember what it was, but I did tell him that I was not an expert in how the contract

was interpreted, and I'm not. This is when he made the remark that we can go out in back of the warehouse and settle it, which did upset me. It did; I can't say it didn't upset me because it did.

Q Did the meeting go -- did your -- this meeting or confrontation with Mr. Wicklander, did it go on much beyond the comment?

A No, it didn't. I told him that we had to conduct ourselves sensibly or something to that effect. I can't remember what his response was, but it was a good one.
...

Q What do you mean a good one?

A Well, sensible. You know, like he -- I just really can't remember what it was, but it didn't make me angry, it wasn't -- and as I remember that was about the end of it. It didn't go on too much longer because there wasn't too much more to discuss.

Transcript at pages 79-81.

The only other testimony about the May 4 grievance meeting was from Ricard's secretary, Gail Wesley. She had been seated down the hall, and she testified she could hear Wicklander's raised voice, but could not understand what was being said.

The definition of "collective bargaining", RCW 41.56.030(4), makes grievance processing a part of the collective bargaining process. RCW 41.56.122(1) permits, and RCW 41.58.020(4) encourages, the peaceful resolution of disputes concerning the interpretation or application of collective bargaining agreements. At the same time, a grievance meeting is not an "audience", benevolently granted by a master to a servant. It is a meeting of equals who can be expected to vigorously advocate their respective positions. The processing of grievances is but another aspect of collective bargaining; there is no difference in the roles of the parties'

representatives, whether they are negotiating an agreement or administering one. Controversy, questioning of authority and even some profanity may characterize many a collective bargaining session between managements and unions.

At the same time, it is difficult to extend the protections of the statute to statements by either party which suggest removing issues from the discussion and debate of the collective bargaining process, by substituting physical combat. An employee who files a grievance could reasonably feel that they were "interfered with, restrained or coerced" by a supervisor who responds to the grievance by suggesting that the parties "step outside" to settle the matter with fists. It follows that a unfair labor practice violation could be found against an employer under RCW 41.56.140(4) for such conduct by a supervisor. Similarly, an employee who invites a supervisor to "step outside" to settle a grievance has taken the dispute outside of the collective bargaining process and the protections that accompany that process.

The union's "provocation" arguments do not suffice here. Wicklander appeared quick to annoyance, and other witnesses confirmed Wicklander's volatile behavior. The Examiner thus credits the supervisor's version of the grievance meeting, and particularly that it was Wicklander who first verbalized the idea of physical combat to resolve the grievance. In doing so, he crossed the line between protected and unprotected activity, and subjected himself to a warning from the employer as to that particular conduct. See, Pierce County Fire District 9, Decision 3334 (PECB, 1989), where a union official exceeded the bounds of appropriate conduct in a setting where his right to be present was at least questionable.

The Scope of the May 7, 1990 Warning

The first two paragraphs of Ricard's May 7, 1990 memorandum were devoted exclusively to the May 4, 1990 grievance meeting and to the

suggestion that the parties "step outside" to resolve the matter. Had Ricard left it at that, this case could be disposed of easily on the basis of the conclusion that an invitation to physical combat is not a protected activity under the statute. Ricard did not take that approach, however, and therein lies another set of issues to be determined in this case.

Although there was little or no reference to prior incidents at the May 4 grievance meeting, Ricard testified that he wrote the May 7 warning because of Wicklander's prior behavior and attitude. Ricard recalled:

I just felt it was time that a stop was put to it. And I felt that if I didn't his new foreman that he was going to have was going to have the same type of thing to put up with that I had to put up with from him over the years, and I was in the position to do it so I did it.

Transcript at page 82.

Later in the hearing, Ricard elaborated:

Well, the remark he made in there. Although he had never actually made that particular remark to me before, that he wanted to go out in back of the warehouse and fight, he had made intimidating gestures toward me. He swore at me pretty severely in one particular case. He has pushed me around with his chest. He pops it out there and gets his finger going and I have tolerated it. He has been -- he's a good worker. He was -- can't say that. The reason I did it is I thought it was time it stopped. ...

Transcript at page 90.

The third, fourth and fifth paragraphs of the May 7 warning memorandum thus went on to threaten Wicklander about future use of "any verbal abuse, profanity ... or intimidating gestures", without

making any distinction as to the setting in which such conduct might occur.

The employer offered two examples of Wicklander's previous "run-ins" with supervisors, seeking to establish a pattern of behavior that warranted the letter of warning:

The first incident occurred at the employer's shop around 7:30 a.m. on September 20, 1989. Wicklander was assigned to operate a street sweeper. Ricard testified he had noticed that Wicklander was still in the yard after the other workers had departed on their assignments, and he went outside to determine whether Wicklander had some problem. Wicklander is reported to have become angry, and to have yelled, "What's your problem, huh? What's your problem?" A temporary clerical observed Wicklander putting his finger on Ricard's chest in an angry manner, but could not hear what was being said. The clerical employer stated that she admonished Ricard for letting employees treat supervisors in that manner, and told Ricard that he should do something about it. Ricard later wrote an undated memo-to-file about the confrontation,³ but did not counsel Wicklander about his behavior.

The second example involved an inquiry concerning a purchase of light bulbs for street lights. Wicklander denied he had anything to do with the purchase, and became angry. Ricard's secretary testified that she observed Wicklander using his chest to push Ricard across the room, and she contradicted Wicklander's assertion that he and Ricard were in a small space and that the pushing was merely the result of his attempt to get out of the room past Ricard.

Certainly, some profanity and angry words are tolerated in a shop setting. There is no dispute that Wicklander's past confrontive behavior has been tolerated by his supervisors. A movie studio's

³ Ricard's testimony that he wrote such a memo is at odds with his declaration in the May 7, 1990 warning, in which he stated that the earlier incidents were not documented.

"Central Casting" would not have chosen Ricard to play the role of a villain. In both manner and voice, this supervisor seemed to have a reluctance against confrontation. It was clear by his demeanor at the hearing that Ricard would not be comfortable with correcting a subordinate for misbehavior. In fact, by his own account, Ricard had tolerated misconduct by Wicklander for years.

Section 5.2 of the parties' collective bargaining agreement adopts the "just cause" standard commonly used in collective bargaining agreements. Sections 5.3 and 5.4 of that contract detail specific procedures for "progressive discipline" and "termination/discharge" of employees. Had the employer attempted to suspend or discharge Wicklander for the past incidents presented to the Examiner, it seems likely that its effort would be rejected by an impartial decisionmaker under those contract provisions, for a number of reasons: First, it would be difficult for the employer to carry its burden of proof as to incidents that happened many months in the past, and were not fully documented at the time of their occurrence. Second, it would be difficult for the employer to avoid the fact that the employee was not given an opportunity to confront his accusers, or to give his side of the incidents, in a timely manner. Wicklander was not counselled about the incidents. The employer's tolerance of the conduct would likely be considered a waiver by the employer at a minimum, and might even be regarded as an invitation to continue the conduct. Yet, discipline of Wicklander is precisely what the employer was seeking to achieve by the references to prior incidents in the May 7 written warning. The May 7 letter and Ricard's testimony make it clear that the warning sought to reprimand Wicklander for all past indiscretions.

Importantly, for the purposes of this unfair labor practice case, neither of the prior incidents cited by the employer occurred in the context of grievance processing. They were dredged up from the past and included in the May 7 warning memorandum, however, in a manner that tied them to the May 4 grievance meeting. Thus, the

question arises here as to whether Wicklander could reasonably have felt that he was "interfered with, restrained or coerced" by the supervisor's response to the grievance by suggesting that there was a possibility of discipline for past incidents. An unfair labor practice violation could be found against the employer under RCW 41.56.140(4) for such conduct by a supervisor.

Apart from the invitation to "step outside", as discussed above, it is clear that there was some heated discussion between Wicklander and Ricard at the May 4 grievance meeting. As the court noted in United States Postal Service v. NLRB, 652 F.2d 409 (5th Circuit, 1981):

Within the confines of a grievance meeting, it would take severe conduct indeed to convince us that the interests of fair give and take between equal parties could be suppressed.

The tensions between Wicklander and Ricard appear to have eased by the end of the grievance meeting, and there is no indication that it went any further than that meeting. Ricard was not assailed with abuse on May 4 on the shop floor, where he stands as a symbol of the employer's authority. The Examiner concludes that the employer's reliance on the past incidents and its relating of them to the grievance meeting could reasonably have been perceived by Wicklander as a threat to discourage his processing of grievances.

REMEDY

The May 7, 1990 warning letter was unlawful in the form issued. The employer will be required to purge that warning letter and all reference to it from Wicklander's personnel file, and to make no use or reference to it in the future. The employer will not be precluded from issuing a warning limited to the "step outside" comment made by Wicklander at the May 4, 1990 grievance meeting.

FINDINGS OF FACT

1. The City of Pasco is a municipal corporation located in Franklin County and is a "public employer" within the meaning of RCW 41.56.030(1).
2. International Union of Operating Engineers, Local 280, is a labor organization and a bargaining representative within the meaning of RCW 41.56.030(3).
3. Local 280 is the exclusive representative of certain employees of the Public Works Department and the Parks and Recreation Department of the City of Pasco. The employer and union were parties to a collective bargaining agreement effective for the period January 1, 1989 through December 31, 1990. Charles Wicklander is an employee of the City of Pasco, within that bargaining unit.
4. On April 25, 1990, Wicklander filed a grievance with his supervisor, Marvin C. Ricard, alleging the violation of the vacation provisions of the collective bargaining agreement.
5. A grievance meeting was held in Ricard's office on May 4, 1990, with Ricard, Wicklander and a union shop steward in attendance. Ricard presented his written response to Wicklander's vacation grievance, denying it as untimely. The discussion became heated, and Wicklander made a comment to the effect of inviting Ricard to resolve the matter by physical combat. Ricard felt the remark was intimidating, and cautioned Wicklander they had to conduct themselves sensibly. Wicklander did not pursue the suggestion of physical violence. The meeting ended because there was nothing more to discuss.
6. On May 7, 1990, Ricard issued written warning to Wicklander, citing the suggestion of physical violence made at the May 4,

1990 grievance meeting, but also citing other incidents which had occurred months earlier outside of the context of grievance processing. Wicklander had not previously been counseled or disciplined for the additional incidents cited in the warning letter, those prior incidents had not been documented, and Wicklander was not given an opportunity to refute the allegations.

7. Wicklander could reasonably have perceived the references to prior incidents in the May 7, 1990 warning letter as an act of retaliation for his filing of the vacation grievance.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.
2. The suggestion by Charles Wicklander that the grievance which he filed could be settled by physical combat constituted a removal of that controversy from the collective bargaining procedures established by Chapter 41.56 RCW and was not an activity protected by RCW 41.56.040, so that the City of Pasco did not violate RCW 41.56.140(1) by warning Wicklander against the recurrence of such conduct.
3. By expanding the written warning issued to Charles Wicklander on May 7, 1990 to make reference to past incidents, the City of Pasco related those incidents to the processing of grievances in a manner that interfered with, restrained and coerced its employees in the exercise of their rights under RCW 41.56.040, so that the City of Pasco has committed, and is committing, an unfair labor practice under RCW 41.56.140(1).

ORDER

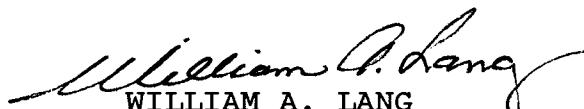
The City of Pasco, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:
 - A. Interfering with the processing of grievances by its employees or by International Union of Operating Engineers, Local 280, on behalf of its employees.
 - B. Enforcing, making reference to or otherwise giving any effect to the written warning issued to Charles Wicklander on May 7, 1990, except to the extent of issuing a replacement warning limited to conduct by Charles Wicklander that was not protected by Chapter 41.56 RCW.
 - C. 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.
2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:
 - A. Remove the written warning dated May 7, 1990 from all personnel files or other employment records maintained by the City of Pasco concerning its employee Charles Wicklander.
 - B. Vacate any discipline subsequently imposed on Charles Wicklander on the basis of the written warning dated May 7, 1990.

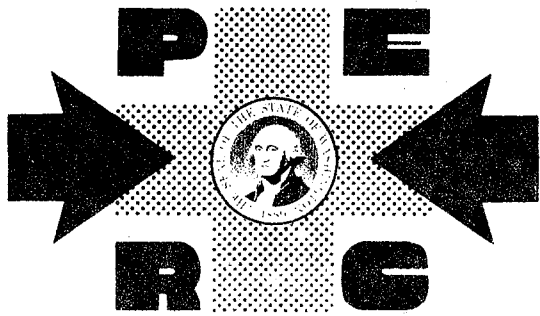
- C. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.
- D. Notify the above-named 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 above-named complainant with a signed copy of the notice required by the preceding paragraph.
- E. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive Director with a signed copy of the notice required by this order.

DATED at Olympia, Washington, this 13th day of June, 1991.

PUBLIC EMPLOYMENT
RELATIONS COMMISSION


WILLIAM A. LANG
Examiner

This order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.



PUBLIC EMPLOYMENT RELATIONS COMMISSION

APPENDIX

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 remove the written warning issued to Charles Wicklander on May 7, 1990, from all personnel files and employment records of Charles Wicklander.

WE WILL vacate any discipline subsequently imposed upon Charles Wicklander on the basis of the written warning issued to him on May 7, 1990.

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, including the right to file and process grievances under the collective bargaining agreement between International Union of Operating Engineers, Local 280, and the City of Pasco.

NOTE: The Commission found that an invitation by an employee to resolve a grievance by physical violence is not an activity protected by the laws of the State of Washington, and it has acknowledged the right of the City of Pasco to warn its employee, Charles Wicklander, against recurrence of such conduct.

DATED: _____

CITY OF PASCO

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 FJ-61, Olympia, Washington 98504. Telephone: (206) 753-3444.