CITY OF BREMERTON, Decision 6006-A (PECB, 1998)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

BREMERTON PATROLMEN'S ASSOCIATION, Complainant,	)	CASE 12707-U-96-3045
vs.	)	DECISION 6006-A - PECB
CITY OF BREMERTON, Respondent.	)	DECISION OF COMMISSION

Cline & Emmal, by Roger C. Cartwright, Attorney at Law, represented the complainant in the proceedings before the Examiner; Cline & Emmal, by Patrick A. Emmal, Attorney at Law, and Alex J. Skalbania, Attorney at Law, represented the complainant on the petition for review.

Jean Schiedler-Brown & Associates, P.S., by Jean Schiedler-Brown, Attorney at Law, appeared on behalf of the respondent.

This case comes before the Commission on a petition for review filed by the City of Bremerton, seeking to overturn a decision issued by Examiner Katrina I. Boedecker.[1]

BACKGROUND

The City of Bremerton (employer) operates a police department, and the Bremerton Patrolmen's Association (union) is the exclusive bargaining representative for a bargaining unit of police officers and sergeants. A collective bargaining agreement between the

[1] City of Bremerton, Decision 6006 (PECB, 1997).

parties was in effect for the period January 1, 1995 through December 31, 1996.

Jeff Moon was employed by the employer as a police officer, and was a member of the bargaining unit represented by the union. The employer disciplined Moon on three separate occasions: (1) A five-day suspension for traffic accidents; (2) a 30-day suspension for cell phone abuse; and (3) discharge for a "CENTCOM" incident. The union filed grievances on all three disciplinary actions.

The union requested information from the employer, in anticipation of an arbitration hearing scheduled for September 24, 1996. On May 28, 1996, the union requested from the employer:

> 1. Any and all disciplinary memorandums (e.g. letters of reprimand, counseling statements, etc.) Regarding employees involved in the abuse of cellular phone privileges.
> 2. All transcripts taken from taped conversations between Officer Moon and dispatch.
> 3. All transcripts of tape recordings between police officers and dispatch from March 1995 - August 1995.
> 4. Officer Moon's entire personnel file - to include discipline and letters of Commendation.

By letter of September 5, 1996, the union clarified and narrowed its request for information.[2] The union requested any other currently open or pending disciplinary files pertaining to Moon

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[2] The union acknowledged receipt of information pertaining to the "CENTCOM incident", information pertaining to the cell-phone abuse allegations, and information pertaining to the traffic accident(s).

that the employer intended to enter into evidence or otherwise refer to in arbitration. The union also requested all investigatory/disciplinary files pertaining to employees of the Bremerton Police Department who have been involved in on-duty traffic accidents over the previous five years. The union explained that the information was relevant under a theory of disparate/unequal treatment (i.e., that no other Bremerton police officer may have received a five-day suspension for a traffic-related incident), under a theory of progressive discipline, and/or under a theory of insufficient notice, all of which were claimed to fall under the "just cause" language of the parties' contract.

In the letter to the employer dated September 5, 1996, the union requested all internal affairs investigations/findings and resulting discipline involving Officer Debbie Fitzgerald, Officer David Hughes, Officer Fitzpatrick, and Officer Wendy Davis. The union explained that it needed to review those files to compare the allegedly serious misconduct and discipline meted out to Officer Moon with the misconduct and discipline of those individuals, and that the relevancy revolved around issues of disparate treatment, lax enforcement of rules, progressive discipline, etc. The union's September 5 letter also reminded the employer that it had not provided any information regarding other members of the department involved in cell-phone abuse, and that such information was necessary because others were given the opportunity to pay back any costs incurred by the employer.

By letter of September 17, 1996, the union informed the employer that the theory under which it was attempting to obtain documents was that Moon had been treated in a more severe fashion than other employees for similar types of misconduct, and that the employer was obligated to treat all employees in an equal fashion. The

letter expressed the union's appreciation for the employer's willingness to provide information on cell phone abuse by other members of the department.

As the date for the arbitration drew near, questions arose as to whether the union had complied with the grievance procedure on the five-day suspension and the discharge action, and whether the arbitrator could properly rule on those matters.

On September 17, 1996, the union filed the complaint charging unfair labor practices to initiate this proceeding. An arbitration hearing was held on September 24, 1996.

The union amended its unfair labor practice complaint on October 25, 1996. It alleged that, by failing to promptly provide the union with specifically requested information pertaining to other police department employees that the union believed was necessary for the processing of Moon's grievance, and by deliberately attempting to conceal the requested information, the employer failed to bargain in good faith in violation of RCW 41.56.140(4), and interfered with, restrained or coerced employees in the exercise of their rights contrary to RCW 41.56.140(1). The union requested that Moon be reinstated to his former position and be reimbursed for all lost wages and benefits, that all references to Moon's discharge be expunged from his employment record, and that an award of the union's cost and attorney fees be made based upon the employer's repeated, flagrant and intentional unfair labor practices.

In an arbitration award issued on November 29, 1996, the arbitrator ruled that he was without jurisdiction to hear the grievances pertaining to the five-day suspension and the discharge, and that,

as a result, the information about the traffic accident was irrelevant. While the arbitrator was prepared to arbitrate the grievance pertaining to the 30-day suspension, the union elected not to pursue the matter further. The union did not contest or appeal the arbitrator's decision.

At the time and place set for the hearing in this matter, the Examiner granted the parties' request to submit the case on stipulated facts followed by written briefs.[3] The employer and union stipulated that the sole issue before the commission was whether the employer was required to produce: (1) investigatory/ disciplinary files pertaining to Bremerton Police Department employees who had been involved in on-duty traffic accidents during the past five years; and (2) internal affairs/investigations/ findings/discipline involving Officer Debbie Fitzgerald, Officer David Hughes, and Officer Fitzpatrick.[4]

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[3] The record before the Examiner consisted of six exhibits marked on March 18, 1997, and the stipulation of facts filed on April 1, 1997. The record was closed with the filing of briefs on May 1, 1997.

[4] The employer produced information about Officer Moon, allowed union representatives to listen to taped conversations between other officers and dispatch, and produced information about other department members accused of cell phone abuse. During the arbitration, the employer produced an investigatory file pertaining to a former employee (Gabriel), as the only similar incident known within the five years prior to Officer Moon's discipline on December 20, 1995. This was done although no specific request had been made for this file prior to the arbitration. The stipulated facts showed that, as to Fitzgerald, the incident in question was alleged by Officer Moon on May 2, 1996, and was determined by the employer to be unfounded. As to Hughes, the allegations came to the employer's attention on March 2, 1996, and the investigation was concluded on March 25, 1996. As to Officer Fitzpatrick, there was no internal investigation, no findings, and no discipline.

The Examiner found that the employer violated RCW 41.56.140(4) and (1), by failing or refusing to provide relevant information requested by the union and needed by the union to perform its collective bargaining responsibilities. The Examiner found the employer's defenses frivolous and without merit, and imposed an extraordinary remedy of attorney fees.

The employer petitioned for review, thus bringing the case before the Commission.

POSITIONS OF THE PARTIES

The employer argues that it acted in good faith, pursuant to a negotiated procedure within the collective bargaining agreement. The employer denies it refused to provide relevant information, and asserts it was correct in not providing the disputed files relating to disciplinary decisions subsequent to the disciplinary actions regarding Moon. It contends that all of the disputed documents were nondisciplinary, and therefor irrelevant. It argues that a case cited by the Examiner is not on point as to extraordinary remedies, and that attorney fees are not warranted. The employer urges the Commission to defer to the arbitrator as to whether the requested materials must be produced, and urges the Commission to reverse the Examiner's decision.

The union argues that it requested relevant information necessary to the processing of a grievance, that it identified specific, relevant information in its request, and that the employer wrongfully withheld the information. Claiming that a party should not have to wait until an arbitration hearing to find out relevant information or to obtain information that could lead to relevant

information, the union argues that the Commission should not defer to the arbitrator. The union asserts that the employer makes the same argument that had been rejected by the Commission in a similar case between the same parties only two years earlier, and that because of a repetitive violation, attorney fees are warranted. The union urges that the Commission affirm the Examiner's decision.

DISCUSSION

The Duty to Provide Information

The duty to bargain under the Public Employees' Collective Bargaining Act is defined in RCW 41.56.030(4) as follows:

> "Collective bargaining" means ... 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 ...
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> [Emphasis by **bold** supplied.]

That definition is patterned after the National Labor Relations Act (NLRA). Decisions construing the National Labor Relations Act are persuasive in interpreting similar provisions of RCW 41.56. Nucleonics Alliance v. WPPSS, 101 Wn.2d 24 (1981).

Under both federal and state precedent, the duty to bargain includes a duty to provide relevant information needed by the opposite party for the proper performance of its duties in the collective bargaining process. NLRB v. Acme Industrial Co., 385 U.S. 432 (1967); City of Bellevue, Decision 3085-A (PECB, 1989),

affirmed, 119 Wn.2d 373 (1992). The obligation extends not only to information that is useful and relevant for the purpose of contract negotiations, but also encompasses information necessary to the administration of the collective-bargaining agreement.

Requested information necessary for processing contractual grievances, including that necessary to decide whether to proceed with a grievance or arbitration, must be provided by employers. In Acme Industrial Co., supra, the Court strongly endorsed requiring the employer to supply information to the union which would aid the union in "sifting out unmeritorious claims" in the grievance process.[5] See, also, City of Seattle, Decision 3066 (PECB, 1988), affirmed, Decision 3066-A (PECB, 1988).[6]

The courts and the NLRB use a discovery-type standard to determine relevancy of the requested information:

> [T]he goal of the process of exchanging information is to encourage resolution of disputes, short of arbitration hearings, briefs, and decision so that the arbitration system is not "woefully overburdened".
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> Pennsylvania Power and Light Company, 301 NLRB 1104 (1991) at p. 1105, citing Acme Industrial Co., supra, at 438.

Where the circumstances surrounding a union's request are reasonably calculated to put the employer on notice of a relevant purpose, the employer may be obligated to furnish the requested

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[5] See, Pasco School District, Decision 5384-A (PECB, 1996).

[6] See, also, Albertson's, Inc., 310 NLRB 1176 (1993); City of Seattle, Decision 3329-B (PECB, 1990) and cases cited therein; and King County, Decision 3030 (PECB, 1988).

information.[7] Information pertaining to employees in the pertinent bargaining unit has been held to be presumptively relevant.[8]

Application of the Duty to Provide Information

The employer argues it was correct in not providing the disputed files relating to disciplinary actions subsequent to its discipline of Moon, and that other requested material related to non-disciplinary events and were therefore irrelevant. The employer cites City of Pullman, Decision 2632 (PECB, 1987), as authority that materials need not be produced unless relevant and related specifically to a pending grievance.

In City of Pullman, an Examiner found the employer committed an unfair labor practice by failing to provide the union with requested information concerning employees who had been disciplined within a five-year period previous to a grievant's discharge, but the employer argues here that the decision does not create a precedent for disclosure of actions taken against other employees after the discipline immediately under challenge. We neither find nor make such a distinction. The Pullman decision supports what the focus of the inquiry should be — whether the requested information is needed by the union for the proper performance of its duties in processing the grievance. As the Examiner stated in this case, Pullman did not limit or preclude unions from requesting information concerning discipline meted out after the incident that is the subject of the grievance hearing.

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[7] Beverly California Corporation, 310 NLRB 222 (1993).

[8] See, Northwest Publications, Inc., 211 NLRB 464 (1974) and cases cited therein, and Rice Growers Association of California (P.R.), Inc., 312 NLRB 837 (1993).

In the case now before us, the union identified specific, relevant information necessary to assess whether the discipline imposed upon Moon was proportionate to other discipline within the bargaining unit. The union clearly spelled out the relevancy of its request; the request pertained to other employees in the bargaining unit; comparisons with the discipline meted out to other bargaining unit employees was clearly relevant in a grievance regarding discipline. The employer had a duty to provide information relating to any internal investigations of employees thought to have committed similar infractions. In addition, Pullman certainly supports the disclosure of investigatory/disciplinary files pertaining to employees involved in traffic accidents when on duty during the past five years.

We recognize that some investigations may not have resulted in discipline. Just as it does not matter whether the incidents in question occurred prior or subsequent to the discipline of Moon, it does not matter whether the employer imposed disciplinary action against the employees. The materials would still be relevant for comparative purposes.[9] Investigative files on David Hughes and Debbie Fitzgerald were available, and should have been provided to the union in response to its request.

The Deferral to Arbitration Issue

The employer urges the Commission to defer to the arbitrator's decision as to whether or not the materials must be produced. In particular, the employer argues:

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[9] In fact, a failure to impose discipline upon another employee for a similar offense could be strong evidence in support of a "disparate treatment" theory.

- That it negotiated the union's request and acted in good faith pursuant to rules agreed to by the parties, so that it did not refuse to provide relevant information. It cites Section 19.7 of the parties' collective bargaining agreement, which requires the arbitrator to conduct an arbitration hearing in conformance with the "Voluntary Rules for Labor Arbitration of the American Arbitration Association". Section 28 of those rules requires parties to produce evidence as the arbitrator may deem necessary to an "understanding and determination of the dispute", and authorizes the arbitrator to be the "judge of the relevance and materiality of the evidence offered".

- That it informed the union that it would produce any files ordered by the arbitrator.

- That the parties had discussed the employer's objections on several occasions, and that it continued to object to the request for information based upon lack of jurisdiction for the subject matter, and the dates of the requested discovery.

- That both parties were aware that the employer objected to disclosure in arbitration because of relevancy, on the basis that certain facts were not at issue because they would not be before the arbitrator, and because there was no written grievance filed regarding the traffic accidents.

- That its actions did not prejudice the union's ability to prepare for the arbitration hearing, and that there was no showing the union would have prepared differently for the hearing if it had known of the content of the requested files.

- That since the threshold issue of jurisdiction of the grievance was determined in the employer's favor by the arbitrator, there was no case in controversy upon which the union had any authority to request documents.

These arguments largely repeat contentions that were considered by and firmly rejected by the Examiner. While we concur with the Examiner's decision, we choose to set forth a more detailed review of the applicable precedents.

Commission Performs Statutory Function -

RCW 41.56.160 vests the Commission with considerable discretion in the processing of unfair labor practice cases. Pierce County, Decision 1671-A (PECB, 1984). Early in its history, the Commission ruled that deferral to arbitration is a matter of policy, rather than a matter of law, and that agreements between parties cannot restrict the jurisdiction of the Commission. City of Seattle, Decision 809-A (PECB, 1980).

Deferral Applied Sparingly -

The Commission reviewed and restated its deferral to arbitration policy in City of Yakima, Decision 3564-A (PECB, 1991), where the type of case appropriate for deferral was narrowly defined:

> This Commission has taken a conservative approach, limiting "deferral" to situations **where an employer's conduct at issue in a "unilateral change" case** is arguably protected or prohibited by an existing collective bargaining agreement. ... The goal of "deferral" in such cases is to obtain an arbitrator's interpretation of the labor agreement, to assist this Commission in evaluating a "waiver by contract" defense which has been or may be asserted in the unfair labor practice case.

[Emphasis by **Bold** supplied.]

As a discretionary, rather than mandatory, policy of the Commission, deferral is ordered only where it can be anticipated that the delay in processing of an unfair labor practice case will yield an

answer to the question that is of interest to the Commission in resolving the unfair labor practice case. The Commission further outlined the following preconditions to "deferral": (1) The existence of a contract; (2) an agreement to accept an arbitration award as "final and binding"; and (3) no dispute between the parties concerning arbitrability. Thus, deferral to arbitration is only appropriate in "unilateral change" unfair labor practice cases, where disputed employer conduct is arguably protected or prohibited by an existing collective bargaining agreement, and the legislative policy favoring grievance arbitration can be implemented by leaving the interpretation of the contract to an arbitrator.

Arbitrators have no particular expertise in other issues, and the Commission does not defer any "representation", "unit determination", "interference", "domination", or "discrimination" allegations, or other types of "refusal to bargain" charges. Such matters are not susceptible to resolution through contractual grievance proceedings. Port of Seattle, Decision 3294-B (PECB, 1992). See, also, City of Pasco, Decision 3804-A (PECB, 1992) and City of Kelso, Decision 2633-A (PECB, 1988).

In the case now before us, the employer fundamentally misinterprets the duty to provide information. That duty does not depend upon the results of an arbitrator's decision, or upon the requested information actually being accepted into evidence by an arbitrator. The existence of the duty does not depend on the objections being made in arbitration, on whether a party is prejudiced, or on whether a party would have prepared differently if it had known of the content of the requested files. An unfair labor practice can be committed long before a case goes to arbitration, and even before a written grievance is filed. Once an act or event occurs

which gives rise to a potential grievance, a union representing the affected employee(s) has a right to request information. A party does not have to wait until an arbitration hearing to find out relevant information, or to obtain information that could lead to other relevant information.

In this case, the union needed the materials at the time of its request in order to properly represent its bargaining unit member in the processing of a grievance. Under Commission precedent, it was not required to wait until an arbitrator ruled on the relevancy of the materials. As the Examiner stated, the fact that an arbitrator may later decide that certain issues are time barred or that certain evidence is irrelevant does not preclude a finding that the exclusive bargaining representative was entitled to information at a time critical to deciding whether, and how, to pursue a grievance.

Although the facts of this case do not directly pose the situation, we observe that the scenario proposed by the employer would lead to untoward results. First, conditioning the duty to provide information upon the rulings of arbitrators would tend to force additional cases into arbitration which might otherwise have been resolved at earlier (and less costly) stages. Second, the duty to provide information to a party would have little meaning if it were dependent upon the outcome of a grievance, for it would either be: (1) Too late for the union to properly represent its bargaining unit member(s) during the arbitration process; or (2) a basis for a continuance of the arbitration hearings.

Finally, as noted by the Supreme Court in City of Bellevue, supra, arbitrators have no particular expertise in the interpretation or administration of the statute. This case is clearly one which fits

squarely within the Commission's precedent as an unfair labor practice case.[10]

Attorney Fees

The Examiner found that imposition of an extraordinary remedy was warranted in this case, on the basis that the employer's "deferral to arbitration" arguments had been considered and rejected in an earlier case.

The fashioning of remedies is a discretionary action of the Commission. In creating the Commission, the Legislature expressed its intention to achieve:

> [E]fficient and expert administration of public labor relations administration and to thereby ensure the public of quality public services.

RCW 41.58.005.

RCW 41.56.160(2) states:

> If the commission determines that any person has engaged in or is engaging in an unfair labor practices, the commission shall issue and cause to be served upon the person an order requiring the person to cease and desist from such unfair labor practice, **and to take such affirmative action as will effectuate the purposes and policy of this chapter**, such as the payment of damages and the reinstatement of employees.

[Emphasis by **bold** supplied.]

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[10] See, also, Seattle School District, Decision 5542-C (PECB, 1997).

In Municipality of Metropolitan Seattle v. PERC, 118 Wn.2d 621 (1992), the Supreme Court approved a liberal construction of the remedial authority conferred by RCW 41.56.160, in order to accomplish the purposes of the Public Employees' Collective Bargaining Act.

The authority granted to the Commission has been interpreted to be broad enough to authorize an award of attorney fees when such an award "is necessary to make the order effective and if the defense to the unfair labor practice is frivolous or meritless". METRO, supra. The term "meritless" has been defined as meaning groundless or without foundation. See, State ex. rel. Washington Federation of State Employees v. Board of Trustees, 93 Wn.2d 60 (1980).[11] A respondent engaging in a pattern of conduct showing a patent disregard of its good faith bargaining obligation is also grounds for an award of attorney fees. See, Lewis County v. PERC, 31 Wn.App. 853 (1982), review denied, 97 Wn.2d 1034 (1982); and Public Utility District 1 of Clark County, Decision 3815-A (PECB, 1992).

The employer notes that a decision cited by the Examiner in this case, City of Bremerton, Decision 2733-A (PECB, 1987), is not on point. We agree, but find that City of Bremerton, Decision 5079 (PECB, 1995) is directly on point.[12] In that case, this employer conducted an internal investigation regarding a police officer, a pre-disciplinary meeting was held, the union requested information, the employer withheld some of the requested information, the grievance was processed to arbitration, the arbitrator found that the requested materials were irrelevant, and the employer urged the Commission to defer to the arbitrator's decision. The disputed

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[11] King County, Decision 3178-B (PECB, 1990).

[12] We correct the Examiner's decision to indicate the proper citation.

reports were found to be relevant information for purposes of the union's grievance processing, and the employer was found guilty of an unfair labor practice for failing to provide them as soon as they were requested. An extraordinary remedy was found to be unwarranted in that case, because none of the employer's earlier unfair labor practice violations had involved the duty to provide information, and the record in that case revealed an inadvertent violation which "should be easily corrected by the employer in the future". The Examiner furthermore took into account that the employer presented a case of first impression by arguing it was "released from an obligation to produce information by an arbitrator's ruling that information is irrelevant".

As this is the second violation by this employer to involve the duty to provide information in a relatively short time, and involves rejection of the same arguments made and rejected in the recent case, this cannot be categorized as an "inadvertent violation" or as a "case of first impression". Instead, both the nature of the employer's conduct and the arguments advanced in its defense indicate a pattern of patent disregard of its good faith bargaining obligation. The decision in City of Bremerton, Decision 5079 (PECB, 1995) is a matter of public record, which the employer's counsel should have examined and briefed.[13] In addition, the suggestion that the Commission defer to the arbitrator's

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[13] The Rules of Professional Conduct for attorneys contemplate counsel being straightforward in dealings with tribunals. City of Bremerton, Decision 5079 was argued by the union in this case. In that light, the failure of the employer's counsel to acknowledge the error in the Examiner's decision, and to not have located and briefed the correct decision, takes on the appearance of an effort to hide under the umbrella of ignoring the important case precedent dealing with the same employer. That causes us to further question the sincerity and credibility of the employer's defenses.

rulings, in the face of strong precedent otherwise, is meritless as well.[14]

NOW, THEREFORE, it is

ORDERED

1. The Findings of Fact and Conclusions of Law issued by Examiner Katrina I. Boedecker in the above-captioned matter on September 8, 1997, are AFFIRMED and adopted as the findings of fact and conclusions of law and order of the Commission.

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

   A CEASE AND DESIST from:

   (1) Refusing to provide relevant information requested by the Bremerton Patrolmen's Association to fulfill its collective bargaining responsibilities.

   (2) In any other manner interfering with, restraining or coercing its employees in their exercise of

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[14] See, Mansfield School District, Decision 5238-A (PECB, 1996), where the defenses asserted by the employer were so lacking in merit that the employer was unable to provide essential support for its defense. Attorney's fees were found necessary in that case to be sure the employer had received the message that discrimination in retaliation for union activity and testimony before the Commission would not be tolerated.

their collective bargaining rights secured by the laws of the State of Washington.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

(1) Provide all of the information requested by the Bremerton Patrolmen's Association in its letter of September 5, 1996.

(2) Reimburse the Bremerton Patrolmen's Association for its attorney's fees incurred in this matter.

(3) 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.

(4) Read the notice required by the preceding paragraph aloud at the next public meeting of the Bremerton City Council, and permanently append a copy of that notice to the official minutes of that meeting.

(5) Notify the above-named complainant, in writing, within 30 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.

(6) Notify the Executive Director of the Public Employment Relations Commission, in writing, within 30 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.

Issued at Olympia, Washington, on the 20th day of January, 1998.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION FOUND THAT WE 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, upon request, provide the Bremerton Patrolmen's Association with information relevant and needed by that organization to fulfill its responsibilities as exclusive bargaining representative in collective bargaining and contract administration.

WE WILL provide the Bremerton Patrolmen's Association with information it requested on October 5, 1995, concerning the disciplinary records of certain bargaining unit members.

WE WILL reimburse the Bremerton Patrolmen's Association for attorney's fees incurred in this matter, because the defense we used in this matter had been found to be without merit in a previous unfair labor practice proceeding before the Commission.

WE WILL NOT, in any manner, interfere with, restrain, or coerce our employees, or refuse to bargain with their exclusive bargaining representative, in violation of the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

CITY OF BREMERTON

BY: _____
Authorized Representative

DATED: _____

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

This notice must remain posted for 60 consecutive days from the date of posting, and must not be altered, defaced, or covered by any other material. Questions concerning this notice or compliance with the order issued by the Commission may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, P. O. Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 753-3444.