Washington State University, Decision 11379 (PSRA, 2012)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WASHINGTON FEDERATION OF STATE EMPLOYEES, Complainant, vs. WASHINGTON STATE UNIVERSITY, Respondent.	CASE 24174-U-11-6189 DECISION 11379 - PSRA FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Younglove & Coker, by *Edward Earl Younglove III,* Attorney at Law, for the union.

Attorney General Robert M. McKenna, by *Donna J. Stambaugh,* Assistant Attorney General, for the employer.

On August 11, 2011, the Washington Federation of State Employees (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission. The union alleged that Washington State University (employer): (1) made a unilateral change regarding employees' requests to change their work schedules, without providing an opportunity to bargain; (2) interfered with employee rights by threats of reprisal or force or promises of benefit made to Eric Bashaw, Randy Smith, Dean Neppel, Scott Fleischman, and Scott Nelson in connection with their union activities; and (3) discriminated against Bashaw, Smith, Neppel, Fleischman, and Nelson by denying their requests for work schedule changes in reprisal for union activities protected by Chapter 41.80 RCW.

Unfair Labor Practice Manager David I. Gedrose reviewed the complaint under WAC 391-45-110 and issued a preliminary ruling on August 18, 2011, finding a cause of action. Gedrose issued a corrected preliminary ruling on August 19, 2011, that corrected statutory references in the preliminary ruling. On September 2, 2011, the Commission assigned the matter to this

Examiner. On December 22, 2011, the union filed an amended complaint that corrected and clarified allegations contained in the original complaint, but did not allege any new basis for the complaint. I granted the union's motion to amend the complaint and held a hearing on January 17, 2012. The parties filed post-hearing briefs for consideration.

ISSUES

1. Did the employer make a unilateral change and refuse to bargain in regard to employees' requests to change their work schedules?

2. Did the employer interfere with employee rights by threats of reprisal or force or promises of benefit made to Eric Bashaw, Randy Smith, Dean Neppel, Scott Fleischman and Scott Nelson in connection with their union activities?

3. Did the employer discriminate against Bashaw, Smith, Neppel, Fleischman, and Nelson by denying requests for work schedule changes in reprisal for their union activities?

Based on the record as a whole, I find that the employer did not make a unilateral change in regard to employees' requests to change their work schedules, and did not discriminate against Bashaw, Smith, Neppel, Fleischman, and Nelson by denying their work schedule change requests. However, I find that the employer interfered with employee rights by threats of reprisal or force or promises of benefit made to Bashaw, Smith, Neppel, and Fleischman in connection with their union activities.

ISSUE 1 – Did the employer make a unilateral change and refuse to bargain in regard to employees' requests to change their work schedules?

Applicable Legal Standard: Duty to Bargain

In 2002, the Legislature enacted the Personnel System Reform Act of 2002 (PSRA), which substantially restructured both the collective bargaining rights of most state employees and the administration of the collective bargaining process. *University of Washington*, Decision 10608-A (PSRA, 2011); *Western Washington University*, Decision 9309-A (PSRA, 2008), *citing*

University of Washington, Decision 9410 (PSRA, 2006). These new rights permitted employees covered by the Act the opportunity to select an exclusive bargaining representative and bargain collectively all matters affecting employee wages, hours, and working conditions. RCW 41.80.010(3); *see also Western Washington University*, Decision 9309-A.

RCW 41.80.005(2) defines collective bargaining as "the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times and to bargain in good faith in an effort to reach agreement with respect to the subjects of bargaining specified under RCW 41.80.020." RCW 41.80.005(2) also states that the collective bargaining obligation "does not compel either party to agree to a proposal or to make a concession, except as otherwise provided in this chapter." The obligation to bargain in good faith encompasses a duty to engage in full and frank discussions on disputed issues, and to explore possible alternatives that may achieve a mutually satisfactory accommodation of the interests of both the employer and employees.

The *status quo ante* must be maintained regarding all mandatory subjects of bargaining, except where changes are made in conformity with the collective bargaining obligation or the terms of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff'd, City of Yakima v. IAFF 469*, 117 Wn.2d 655 (1991). A complainant alleging a "unilateral change" must establish the relevant status quo. *Municipality of Metropolitan Seattle*, Decision 2746-B (PECB, 1989). An employer commits an unfair labor practice under RCW 41.80.110(1)(e) if it imposes a new term or condition of employment, or changes an existing term or condition of employment, upon its represented employees without having exhausted its bargaining obligation under Chapter 41.80 RCW. *City of Tacoma*, Decision 4539-A (PECB, 1994). An employer also violates RCW 41.80.110(1)(e) if it presents an exclusive bargaining representative with a *fait accompli*, or if it fails to bargain in good faith, upon request. *Federal Way School District*, Decision 232-A (EDUC, 1977).

Analysis

Eric Bashaw, Randy Smith, Dean Neppel, Scott Fleischman, and Scott Nelson worked in the employer's roofing shop and were members of the union's Bargaining Unit 13, which the

Commission certified in 2008 as "All full-time and regular part-time nonsupervisory employees in the construction services, maintenance and utilities divisions within the facilities operations department of Washington State University, excluding supervisors, confidential employees and all other employees." At the time of the incidents leading to the complaint, the parties were subject to a collective bargaining agreement (CBA) with a term of July 1, 2009, to June 30, 2011.

Article 5.1.C.1 of the parties' CBA defines a regular work schedule for full-time employees as "five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period" (5/8 schedule). Article 5.1.C.2 covers alternate work schedules and states "Operational necessity or employee convenience may require positions that are normally designated regular work schedule to work an alternate forty (40) hour work schedule. . . ." Article 5.1.D.1 allows the employer to make permanent schedule changes, provided that the employee receives notification seven days prior to the change, including the reason for the change. Article 5.1.D.5 allows employees to request schedule changes, which are subject to employer approval.

Mike Dymkoski has been the employer's roofing shop supervisor since July 1, 2010. He is the direct supervisor of five full-time employees in the shop (Bashaw, Smith, Neppel, Fleischman and roofing shop lead Larry Torrence), three seasonal roofing shop employees (including Nelson) who work seven-month schedules, and three construction estimators. Dymkoski reports to Director of Construction Services Michael Sturko, whose supervisor is Executive Director of Maintenance and Construction Services Rob Corcoran. Maintenance and Construction Services is one of five divisions overseen by Assistant Vice President of Facilities Operations Lawrence E. (Ev) Davis.

When Dymkoski began as the roofing shop supervisor, the shop's employees were on a mixed schedule in which some employees worked 5/8 schedules while others worked four 10-hour days (4/10 schedule). Dymkoski testified that it was apparent to him shortly after he was hired that the mixed schedule was inefficient, and that he believed having all of the roofers on the same schedule would improve efficiency.

On September 9, 2010, Dymkoski put all of the roofing shop employees on the same schedule when he changed seasonal employee Mike Adaszewski – the only employee working a 4/10 schedule at that time – to a 5/8 schedule, citing as the reason for the change that "I want to better align shop personnel start/end times and work days."

On September 14, 2010, Bashaw and Smith requested to change from 5/8 schedules to 4/10 schedules, but Dymkoski denied their requests a day later after consulting with Sturko and Corcoran. Dymkoski did not initially give a reason for the denial, but after a meeting with Bargaining Unit 13 Chief Steward Roger Eberhardt, Dymkoski indicated that he denied the requests in order to have the roofing shop employees on the same schedule. Dymkoski's denial of the schedule change requests led the union to file a grievance on behalf of Bashaw and Smith on September 23, 2010.

Bashaw, Smith, Neppel, Fleischman, and seasonal workers Nelson and Terry Wyman requested to be changed to 4/10 schedules on April 12, 2011, and Dymkoski denied those requests on April 22, 2011. As a result of the denials, the union filed a grievance on behalf of Neppel, Fleischman, Nelson, and Wyman on May 13, 2011, to go along with the pending grievance from 2010 on behalf of Bashaw and Smith.

The union argues that the employer unilaterally altered the past practice regarding shift scheduling in the trade shops by denying roofing shop employees the ability to work an alternate schedule without showing an operational necessity. The union further contends that it did not contractually waive its employees' right to work an alternate schedule, and that the employer's decision to have all roofing shop employees on 5/8 schedules was made without notice or bargaining.

The employer counters that there was no mutually agreed upon practice, a position supported by union and employer witnesses who testified that schedule change requests were not approved in all cases throughout the trade shops and that there were employees in the trade shops who did not have the ability to work alternate schedules. Furthermore, the employer states its actions were supported by the language in Article 5 and a Management Rights article which includes the right

"to schedule and assign work" and "to set the starting and quitting time, and the number of hours and schedules to be worked."

Conclusion

I find that the union did not establish that the employer changed the *status quo* when it denied the roofing shop employees' schedule change requests. The parties' CBA is clear in giving the employer discretion regarding employee schedule change requests, and the plain language of the agreement does not require the employer to have an operational necessity before denying a schedule change request. The record also indicates that past schedule change requests had not been approved *pro forma* by the employer.

ISSUE 2 – Did the employer interfere with employee rights by threats of reprisal or force or promises of benefit made to Eric Bashaw, Randy Smith, Dean Neppel, Scott Fleischman, and Scott Nelson in connection with their union activities?

Applicable Legal Standard: Interference

The burden of proving unlawful interference with the exercise of rights protected by Chapter 41.80 RCW rests with the complaining party. An interference violation exists when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or of other employees. *University of Washington*, Decision 11075-A (PSRA, 2012); *Kennewick School District*, Decision 5632-A (PECB, 1996). The complainant is not required to demonstrate that the employer intended or was motivated to interfere with employees' protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee involved was actually coerced by the employer or that the employer had union animus for an interference charge to prevail. *City of Tacoma*, Decision 6793-A.

Analysis

As stated in the analysis of Issue 1, Bashaw and Smith requested to change from 5/8 schedules to 4/10 schedules on September 14, 2010, and Dymkoski denied their requests. Dymkoski indicated that he denied the requests in order to have the roofing shop employees on the same

schedule. The schedule change request denials led the union to file a grievance on behalf of Bashaw and Smith on September 23, 2010.

The grievance was unresolved on March 31, 2011, when Torrence – who began working as the roofing department lead on February 1, 2011 – engaged in a conversation about 4/10 schedules with Bashaw, Smith, and fellow full-time roofers Neppel and Fleischman.[1] Torrence said, in a statement he attributed to Dymkoski, that the roofers would not be able to work 4/10 schedules during the upcoming summer because of the pending grievance filed by Bashaw and Smith. The union filed a grievance on behalf of the roofing shop employees on March 31, 2011, claiming Torrence's comments interfered with employees' rights and that "Management is trying to make the other employees in the roofing shop mad at the grievants who have pending grievances."

On April 11, 2011, Executive Director of Maintenance and Construction Services Rob Corcoran held a Step One grievance meeting on the March 31 grievance. As part of his Step One denial of the grievance on April 25, 2011, Corcoran wrote that Torrence "indicated while the subject of summer hours did come up in the shop, the account in the grievance is not an accurate reflection of the conversation." On May 10, 2011, Assistant Vice President of Facilities Operations Lawrence E. (Ev) Davis interviewed Torrence as part of his Step Two grievance investigation and reported in his Step Two denial on May 13, 2011, that Torrence "also stated that he had never made a general statement in front of the Roofing Shop crew regarding any linkage to future 4x10 schedules and the pending grievances."

Torrence had a different account of the conversation at hearing, testifying that – contrary to what he told Davis – he did tell the roofing shop employees that they would not be allowed to work 4/10 schedules because of the 2010 grievance. He also testified that he was wrong to attribute the information to Dymkoski, who denied making the statement in his May 10, 2011 interview with Davis and again at hearing.

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[1] Scott Nelson was not listed as part of the union's interference allegations in the original complaint or amended complaint, and the record indicates that he was not among the employees present on March 31, 2011.

The question at the heart of the interference analysis concerns whether Torrence, a bargaining unit member, could reasonably be perceived by the roofing shop employees as someone who could speak and/or act on behalf of the employer. The record supports the union's contention that Torrence was believed to be the employees' "pseudo supervisor," as opposed to a co-worker, when he made the statement linking denials of schedule change requests and the 2010 grievance. There is nothing in the record to indicate that the employer did anything to correct Torrence's statements, other than to state in the Step Two grievance response on May 13, 2011, that Torrence is a member of the bargaining unit and not a management official.

Bashaw, Smith, Neppel, and Dymkoski testified that the interaction between the roofing shop employees and supervisor Dymkoski was minimal after Torrence began as the roofing department lead. Dymkoski, whose office is located in a different building than the roofing shop, testified that he issued work orders and other communications to the crew through Torrence. Dymkoski also testified that he spent little time at the job sites, and relied on Torrence to provide him information about what was occurring with projects. Torrence added credence to the employees' perception that he was closely aligned with management when – according to the unrefuted testimony of Bashaw, Smith, and Neppel – he stated to the roofers that his job was primarily to oversee their work instead of working alongside them as previous roofing department leads had done.

Conclusion

The working relationship between the roofing shop employees and their supervisor changed when Torrence became the roofing department lead. By taking a hands-off approach with the employees he supervised and turning day-to-day communications with them over to Torrence, Dymkoski helped create the perception that Torrence was part of the management team instead of a member of the roofing crew. In the employees' minds, this added credence to Torrence's statement to the roofing crew that requests for 4/10 schedules would be denied because of the 2010 grievance. I find it was reasonable for employees to believe Torrence was speaking for management when he tied the schedule request denials to the grievance, and I find that the employer interfered with employee rights in violation of RCW 41.80.110(1)(a).

ISSUE 3 – Did the employer discriminate against Bashaw, Smith, Neppel, Fleischman, and Nelson by denying requests for work schedule changes in reprisal for their union activities?

Applicable Legal Standard: Discrimination

An employer unlawfully discriminates against an employee when it takes action in reprisal for the employee's exercise of rights protected by the Personnel System Reform Act of 2002, Chapter 41.80 RCW. *State – Corrections*, Decision 10998-A (PSRA, 2011); *Central Washington University*, Decision 10118-A (PSRA, 2010); *Educational Service District 114*, Decision 4361-A (PECB, 1994). The employee maintains the burden of proof in employer discrimination cases. To prove discrimination, the employee must first set forth a *prima facie* case by establishing the following:

1. The employee participated in an activity protected by the collective bargaining statute, or communicated to the employer an intent to do so;

2. The employer deprived the employee of some ascertainable right, benefit, or status; and

3. A causal connection exists between the employee's exercise of a protected activity and the employer's action.

Ordinarily, an employee may use circumstantial evidence to establish the *prima facie* case because parties do not typically announce a discriminatory motive for their actions. *Clark County*, Decision 9127-A (PECB, 2007).

In response to an employee's *prima facie* case of discrimination, the employer need only articulate its non-discriminatory reasons for acting in such a manner. The employer does not bear the burden of proof to establish those reasons. *Port of Tacoma*, Decision 4626-A (PECB, 1995). Instead, the burden remains on the employee to prove by a preponderance of the evidence that the disputed action was in retaliation for the employee's exercise of statutory rights. *Clark County*, Decision 9127-A. The employee meets this burden by proving either that the employer's reasons were pretextual, or that union animus was a substantial motivating factor behind the employer's actions. *Port of Tacoma*, Decision 4626-A.

To prove discriminatory motivation, the employee must establish that the employer had knowledge of the employee's union activity. An examiner may base such a finding on an

inference drawn from circumstantial evidence although such an inference cannot be entirely speculative or improbable. Circumstantial evidence consists of proof of facts or circumstances which according to the common experience gives rise to a reasonable inference of the truth of the fact sought to be proved.

Analysis

On April 12, 2011 – less than two weeks after Torrence stated that the roofing crew would not be able to work 4/10 schedules due to the 2010 grievance – Bashaw, Smith, Neppel, Fleischman, and seasonal workers Nelson and Terry Wyman requested to be changed to a 4/10 schedule.[2] Dymkoski denied those requests on April 22, 2011. As a result of the denials, the union filed a grievance on behalf of Neppel, Fleischman, Nelson, and Wyman on May 13, 2011, to go along with the pending schedule change request grievance from 2010 on behalf of Bashaw and Smith.

In attempting to make its *prima facie* case, the union asserts that: 1) the roofing shop employees participated in protected activity by filing the 2010 grievance and by bargaining for hour-for-hour holiday pay during negotiations for the parties' 2011-2013 CBA; 2) the roofing shop employees were deprived of a right or benefit in April 2011 when they were denied the opportunity to work 4/10 schedules; and 3) that Torrence's statement and a university official's threat to take away 4/10 schedules during bargaining created the causal connection between the employees' protected activities and the employer's actions.

While there is no question that the union's first and second assertions are well-founded, the record does not support a causal connection between the employer's action and the employees' exercise of a protected activity. Specifically, I find no definitive evidence that there were any threats made concerning the elimination of 4/10 schedules during bargaining, and I find that Torrence's erroneous statement – despite its apparent union animus and his apparent authority – had no connection to his supervisors' decision to deny the schedule change requests.

As such, this case is distinguished from *City of Vancouver*, Decision 10621-B (PECB, April 11, 2012), where the Commission found a decision maker liable for discrimination based upon union

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[2] Wyman was not listed in the statement of facts included in the union's original complaint or its amended complaint, and was not included in the preliminary ruling or amended preliminary ruling.

animus when a lower-level supervisor's discriminatory actions against an employee caused a decision maker to take adverse action against the employee.

> Thus, where an employment decision is influenced by the union animus of a subordinate or advisor to the decision maker, the decision will be found discriminatory, and a remedial order will be issued unless the respondent can demonstrate that the decision maker independently reached the same conclusion free from union animus.
>
> In cases such as this, a respondent will not be found in violation of Chapter 41.56 RCW if it demonstrates that the decision was made completely free from the recommendation of the subordinates who displayed union animus. However, once a subordinate has made a recommendation to a decision maker that has been tainted by animus, it is not enough for the decision maker to say the decision was made independently. Credible evidence must exist that demonstrates that the decision maker purged from the decision making process the discriminatory recommendation.

The employer's witnesses in the instant case articulated that its foremost desire in denying the schedule change requests was to increase efficiency by having all members of the roofing crew working on the same schedule. In September of 2010, months before Torrence was hired, Dymkoski put the roofing shop employees on the same schedule by directing seasonal employee Mike Adaszewski to work a 5/8 schedule instead of a 4/10 schedule. When Bashaw and Smith requested to be changed to 4/10 schedules days later, Dymkoski denied those requests after consultation with his supervisors. The April 2011 denials were merely a continuation of the employer's previous approach to streamlining its roofing shop operations instead of a discriminatory act.

Conclusion

I find that the union failed to make its *prima facie* case, and that the employer did not discriminate against Bashaw, Smith, Neppel, Fleischman, and Nelson by denying their requests for work schedule changes.

FINDINGS OF FACT

1. Washington State University (employer) is an employer within the meaning of RCW 41.80.005(8).

2. The Washington Federation of State Employees (union) is an exclusive bargaining representative within the meaning of RCW 41.80.005(9).

3. Eric Bashaw, Randy Smith, Dean Neppel, Scott Fleischman, and Scott Nelson worked in the employer's roofing shop and were members of the union's Bargaining Unit 13, which the Commission certified in 2008 as "All full-time and regular part-time nonsupervisory employees in the construction services, maintenance and utilities divisions within the facilities operations department of Washington State University, excluding supervisors, confidential employees and all other employees."

4. At the time of the incidents leading to the complaint, the parties were subject to a collective bargaining agreement (CBA) with a term of July 1, 2009, to June 30, 2011.

5. Article 5.1.C.1 of the parties' CBA defines a regular work schedule for full-time employees as "five (5) consecutive and uniformly scheduled eight (8) hour days in a seven (7) day period" (5/8 schedule).

6. Article 5.1.C.2 covers alternate work schedules and states "Operational necessity or employee convenience may require positions that are normally designated regular work schedule to work an alternate forty (40) hour work schedule. . . ."

7. Article 5.1.D.1 allows the employer to make permanent schedule changes, provided that the employee receives notification seven days prior to the change, including the reason for the change.

8. Article 5.1.D.5 allows employees to request schedule changes, which are subject to employer approval.

9. Mike Dymkoski has been the employer's roofing shop supervisor since July 1, 2010. He is the direct supervisor of five full-time employees in the shop (Bashaw, Smith, Neppel, Fleischman, and roofing shop lead Larry Torrence), three "seasonal" roofing shop

employees (including Nelson) who work seven-month schedules, and three construction estimators.

10. Dymkoski reports to Director of Construction Services Michael Sturko, whose supervisor is Executive Director of Maintenance and Construction Services Rob Corcoran. Maintenance and Construction Services is one of five divisions overseen by Assistant Vice President of Facilities Operations Lawrence E. (Ev) Davis.

11. When Dymkoski began as the roofing shop supervisor, the shop's employees were on a mixed schedule in which some employees worked 5/8 schedules while others worked four 10-hour days (4/10 schedule).

12. Dymkoski testified that it was apparent to him shortly after he was hired that the mixed schedule was inefficient, and that he believed having all of the roofers on the same schedule would improve efficiency.

13. On September 9, 2010, Dymkoski put all of the roofing shop employees on the same schedule when he changed seasonal employee Mike Adaszewski – the only employee working a 4/10 schedule at that time – to a 5/8 schedule, citing as the reason for the change that "I want to better align shop personnel start/end times and work days."

14. On September 14, 2010, Bashaw and Smith requested to change from 5/8 schedules to 4/10 schedules, but Dymkoski denied their requests a day later after consulting with Sturko and Corcoran.

15. Dymkoski's denial of the schedule change requests led the union to file a grievance on behalf of Bashaw and Smith on September 23, 2010.

16. Bashaw, Smith, Neppel, Fleischman, and seasonal workers Nelson and Terry Wyman requested to be changed to 4/10 schedules on April 12, 2011, and Dymkoski denied those requests on April 22, 2011.

17. As a result of the denials, the union filed a grievance on behalf of Neppel, Fleischman, Nelson, and Wyman on May 13, 2011, to go along with the pending grievance from 2010 on behalf of Bashaw and Smith.

18. The September 23, 2010 grievance was unresolved on March 31, 2011, when Torrence – who began working as the roofing department lead on February 1, 2011 – engaged in a conversation about 4/10 schedules with Bashaw, Smith, and fellow full-time roofers Neppel and Fleischman.

19. Torrence said, in a statement he attributed to Dymkoski, that the roofers would not be able to work 4/10 schedules during the upcoming summer because of the pending grievance filed by Bashaw and Smith.

20. The union filed a grievance on behalf of the roofing shop employees on March 31, 2011, claiming Torrence's comments interfered with employees' rights and that "Management is trying to make the other employees in the roofing shop mad at the grievants who have pending grievances."

21. On April 11, 2011, Corcoran held a Step One grievance meeting on the March 31 grievance. As part of his Step One denial of the grievance on April 25, 2011, Corcoran wrote that Torrence "indicated while the subject of summer hours did come up in the shop, the account in the grievance is not an accurate reflection of the conversation."

22. On May 10, 2011, Davis interviewed Torrence as part of his Step Two grievance investigation and reported in his Step Two denial on May 13, 2011, that Torrence "also stated that he had never made a general statement in front of the Roofing Shop crew regarding any linkage to future 4x10 schedules and the pending grievances."

23. Torrence had a different account of the conversation at hearing, testifying that – contrary to what he told Davis – he did tell the roofing shop employees that they would not be allowed to work 4/10 schedules because of the 2010 grievance. He also testified that he

was wrong to attribute the information to Dymkoski, who denied making the statement in his May 10, 2011 interview with Davis and again at hearing.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.80 RCW and Chapter 391-45 WAC.

2. By its actions described in Findings of Fact 14 and 16, the employer did not make a unilateral change or refuse to bargain in violation of RCW 41.80.110(1)(e).

3. By its actions described in Findings of Fact 18, 19, and 23, the employer interfered with employee rights in violation of RCW 41.80.110(1)(a).

4. By its actions described in Finding of Fact 16, the employer did not discriminate against its employees in violation of RCW 41.80.110(1)(c).

ORDER

Washington State University, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Unlawfully interfering with employee rights through statements made by the employer or individuals speaking for management.

   b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the state of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.80 RCW:

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

b. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the Board of Regents of Washington State University, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

c. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice provided by the Compliance Officer.

d. Notify the Compliance Officer, 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 him with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 24th day of May, 2012.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

STEPHEN W. IRVIN, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.

CASE 24174-U-11-6189
DECISION 11379 - PSRA

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

- **Form, join, or assist an employee organization (union)**
- **Bargain collectively with your employer through a union chosen by a majority of employees**
- **Refrain from any or all of these activities except you may be required to make payments to a union or charity under a lawful union security provision**

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING AND RULED THAT *WASHINGTON STATE UNIVERSITY* COMMITTED AN UNFAIR LABOR PRACTICE AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY interfered with employee rights in violation of RCW 41.80.110(1)(a).

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL cease and desist from unlawfully interfering with employee rights through statements made by the employer or individuals speaking for management.

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.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

AN OFFICIAL NOTICE FOR POSTING AND READING WILL BE PROVIDED BY THE COMPLIANCE OFFICER.

The full decision is published on PERC's website, www.perc.wa.gov.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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The attached document identified as: DECISION 11379 - PSRA has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY: /S/ ROBBIE DUFFIELD

CASE NUMBER:	24174-U-11-06189	FILED:	08/11/2011	FILED BY:	PARTY 2
DISPUTE:	ER MULTIPLE ULP				
BAR UNIT:	OPER/MAINT				
DETAILS:	Roofing Shop				
COMMENTS:					

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