

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

LOCAL 1158, CLEARWATER FIRE  
FIGHTERS ASSOCIATION, INC.,  
IAFF,

Charging Party,

v.

CITY OF CLEARWATER,

Respondent.

Case No. CA-2005-086

FINAL ORDER

Order Number: 06U-207

Date Issued: October 12, 2006

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Paul A. Donnelly and Laura A. Gross, Gainesville, attorneys for charging party.

Leslie K. Dougall-Sides and Paul Richard Hull, Clearwater, attorneys for respondent.

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On December 23, 2005, Local 1158, Clearwater Fire Fighters Association, Inc., IAFF (Local 1158), filed an unfair labor practice charge alleging that the City of Clearwater (City) violated Section 447.501(1)(a) and (b), Florida Statutes (2006).<sup>1</sup> The charge was found to be sufficient. The City filed an answer denying that it committed any unfair labor practices. An evidentiary hearing on the charges was conducted before a Commission hearing officer on May 19, 2006.

The hearing officer issued her recommended order on July 26 concluding that the City violated Section 447.501(1)(a), by promulgating and maintaining an overly broad no solicitation rule, and by banning the use of its email system for Local 1158's communications. She also concluded that the City violated Section 447.501(1)(a) and (b), by discriminatorily enforcing its restrictions upon Local 1158's communications and that an

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<sup>1</sup>All statutory references are to the 2006 edition of Florida Statutes.

award of reasonable attorney's fees and costs of litigation in favor of Local 1158 is appropriate. A transcript of the hearing has been filed with the Commission, and both parties have filed exceptions to the recommended order and replies to each other's exceptions.<sup>2</sup>

The City's Exceptions to the Findings of Fact

We first address the City's exceptions one through twelve which take issue with the hearing officer's findings of fact. In exception one, the City takes issue with finding of fact four which states that employees are on non-work or "down" time from 5:00 p.m. until 7:30 a.m. The challenged finding of fact is supported by the Clearwater Fire/Rescue (CFR) Department's Standard Operating Procedure Section 618 and Fire-Medic David Hogan's credited testimony describing the CFR work schedule in effect since 2000. (Charging Party Exhibit 1; T. 16-17, 25-27) Therefore, exception one is denied.

In exception two, the City takes issue with finding of fact five which states that the CFR fire stations have "non-work areas." It argues that the term "non-work areas" is merely a characterization of Local 1158's counsel which is not reflected in the witnesses' testimony. The challenged finding is supported by Hogan's unrefuted testimony demonstrating that certain areas within the fire stations are non-work areas, including bathrooms, sleeping quarters, exercise rooms, kitchen and dining areas, outdoor grilling areas, and living rooms. (T. 22-28) Therefore, exception two is denied.

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<sup>2</sup>Citations to the official transcript are indicated by a "T." followed by the page number(s).

In exception three, the City takes issue with the hearing officer's decision to credit Hogan's testimony over Human Resources Director Joseph Roseto and Fire Chief Jamie Geer's conflicting testimony in finding that the October 24, 2003, draft or tentative directive restricting the CFR employees' use of the City's email system never became effective. (Finding of fact seven) When making findings of fact, the hearing officer must consider all of the evidence presented, resolve conflicts, judge credibility, weigh evidence, and draw permissible inferences from the evidence. In reviewing the hearing officer's findings of fact, the Commission is without authority to reject the hearing officer's credibility determinations or findings if they are supported by competent substantial evidence and the proceeding complied with the essential requirements of law. See Strickland v. Florida A&M University, 799 So. 2d 276 (Fla. 1st DCA 2001) (recognizing that the weighing of evidence in judging the credibility of witness is solely the prerogative of the hearing officer). See also Boyd v. Department of Revenue, 682 So. 2d 1117 (Fla. 4th DCA 1996) and Holmes v. Turlington, 480 So. 2d 150 (Fla. 1st DCA 1985). The inferences drawn by the hearing officer as well as her credibility resolutions regarding the October 24 directive are supported by competent substantial evidence. (T. 28-29, 37-38, 97-98) Therefore, exception three is denied.

Similarly, in exception five the City takes issue with the hearing officer's decision to credit Hogan's testimony over Chief Geer's conflicting testimony that CFR units attending monthly union meetings at the union hall were not taken out of service. (Finding of fact twenty-three) The hearing officer credited Hogan's testimony that the

units remained in "in-service" status or were placed in "delayed" status. (T. 43-44)

Therefore, exception five is denied.

In exception four, the City takes issue with finding of fact twenty which states that (prior to August 26, 2005) there were essentially no restrictions on the CFR bargaining unit employees' use of the City's computer and email system during their down time to do research, create documents, send or receive non-work related messages including union related messages, and communicate with management about matters related to the collective bargaining agreement, negotiations, and grievances. The disputed finding of fact is amply supported by record evidence. (Charging Party Exhibits 4, 5, 7, and 10; T. 29-35, 37-38) Therefore, exception four is denied.

In exception six, the City takes issue with finding of fact twenty-four which states that Local 1158 has provided new CFR hires with a union orientation as part of the City's orientation since 1999. The union orientation was held at stations 45 and 48, and at the union hall after the new hires were released at the end of the day. The City's assertion that union orientation of new hires has not "recently" been a part of the City's orientation is correct, but is not at odds with finding twenty-four as qualified by finding of fact twenty-eight. Therefore, exception six is denied.

In exception seven, the City takes issue with finding of fact thirty-eight which states that, since August 26, Local 1158's representatives have received union related emails from the City to which they cannot respond. The City contends that this finding is

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incorrect in light of finding of fact thirty-nine which shows that Local 1158's President John Lee was permitted to send and receive email messages provided the emails were initially sent to Chief Geer for approval. We modify finding of fact thirty-eight by deleting the phrase "to which they cannot respond" because, in paragraph thirty-nine, the hearing officer describes the impact of the restrictions imposed by Chief Geer on Local 1158's representatives. Her findings show that Local 1158's representatives were unable to promptly and effectively respond to emails from the City without risking discipline because of the restrictions imposed by Chief Geer. (T. 82-83, 86-87, 116-21) Therefore, exception seven is granted. However, the granting of this exception does not materially affect the outcome of this case.

In exception eight, the City takes issue with finding of fact thirty-nine which states that Local 1158's ability to communicate with and serve the bargaining unit employees has been hampered by Chief Geer's restrictions. The disputed finding is supported by the record evidence. Hogan described the "huge" impact of Geer's restrictions on the ability of bargaining unit members to communicate with Local 1158's representatives. (T. 82-84) Lee similarly testified that he was unable to visit fire stations and talk to employees during breaks, or during the evening when employees were on standby status. (T. 117-18) Therefore, exception eight is denied.

In exception nine, the City takes issue with finding of fact forty which states that Lee and Hogan were afraid of being disciplined for union related communications. The City contends the fire chief does not possess disciplinary authority, no union member or

official has been discharged for use of the computer system or for any reason since Chief Geer's directives were issued, and Chief Geer has never recommended discipline or discharge for any union official or member for union activities.

In making this finding, the hearing officer accepted Lee's testimony that he believed he would be disciplined for engaging in union business while on duty (T. 115-18) and Hogan's testimony that he was concerned that he would be disciplined if he did not comply with Geer's directives. (T. 85-87) Neither Geer's lack of authority to make final decisions regarding employee discipline nor his failure to recommend discipline against Local 1158's bargaining unit members regarding his directives necessitate a change to the hearing officer's finding of fact that Lee and Hogan feared discipline.

The record evidence shows that Geer, as head of the CFR, wielded significant authority. He had amended certain job descriptions, recommended the termination of three African-American bargaining unit employees, and had issued a temporary directive banning female firefighters from entering burning structures. In addition, he had sent a mass email to the fire department employees targeting Lee and Hogan, which stated "I will use every means at my disposal to finally hold these firefighters accountable. We cannot advance to the next level until we cleanse our organization of the disgraceful and incompetent behavior of these representatives." (Charging Party Exhibit 16) There is ample record evidence supporting the hearing officer's finding that Lee and Hogan reasonably feared discipline. Therefore, exception nine is denied.

Exception ten to finding of fact forty-one takes issue with the hearing officer's description of the breadth of the non-work related, non-union related communications that the CFR employees were allowed to engage in even after Geer's restrictions were imposed. The disputed finding is supported by competent substantial evidence. (Charging Party Exhibit 27; T. 34-37) Therefore, City exception ten is denied.

In exception eleven, the City excepts to finding of fact forty-two which states that the City has not required emails sent by, and to, employees represented by the Communications Workers of America (CWA) and Fraternal Order of Police (FOP) to be forwarded to City management for pre-approval and then forwarded by City management to the intended recipients. The hearing officer relied on Hogan's credited testimony and the City's failure to present documentary evidence showing that group emails involving CWA and FOP employees were similarly pre-approved. (T. 87-95; Charging Party Exhibits 28 and 29) Therefore, exception eleven is denied.

In exception twelve, the City contends the hearing officer's statement that the City did not follow its computer and email policies prior to August 26, 2005, is not supported by competent substantial evidence. (HORO at page 26) The disputed finding is supported by Hogan's testimony and the parties' stipulations, as well as several exhibits in the record. (Stipulations 12 and 13; Charging Party Exhibits 4, 5, 7 and 10; T. 29-35) Therefore, exception twelve is denied.

The City's Exceptions to the Conclusions of Law

We turn now to the City's exceptions to the conclusions of law. In exception fifteen, the City excepts to the hearing officer's conclusion that it unlawfully promulgated and maintained an overly broad no solicitation rule. The City argues that the hearing officer failed to specify which restrictions are acceptable and her conclusion constrains the City beyond allowable limits under Chapter 447, Part II, Florida Statutes. The City also argues that Florida law does not require a public employer to allow all union activity during on-duty hours for all involved employees in all areas of fire stations and the Commission does not have the authority to order such a remedy.

The City's argument misperceives the issue in this case. The issue before us is not to decide which of the City's restrictions upon Local 1158's communications are acceptable, but rather whether the City unlawfully promulgated and maintained an overly broad no solicitation rule. Simply put, the City's restrictions are overly broad because they impose greater restrictions on bargaining unit employees than those set forth in Section 447.509(1)(a) and (b), Florida Statutes, which prohibit employee organizations or their agents from soliciting public employees during working hours of employees and distributing literature during working hours in areas where work is performed. See Okaloosa-Walton Junior College v. PERC, 372 So. 2d 1378 (Fla. 1st DCA 1979), cert. denied, 383 So. 2d 1200 (Fla. 1980) and United Faculty of Florida v. Florida Board of Education, 29 FPER 89 (2003).

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The record evidence shows that, on August 26, 2005, Chief Geer issued a directive prohibiting employees from using the City's email system to send group messages to fire department employees unless cleared through the appropriate division chief. On August 31, Chief Geer sent an email which stated that "my direction is that there will be no union activity on duty or on premises without my approval. No employee will be allowed to visit, participate, or view any union hall activity while on duty or paid status until further notice and without my approval." On September 6, Chief Geer sent an email to all fire department employees prohibiting union activities on duty and on City property, including all email related union activities and solicitation, unless pre-approved by him. On October 12, Chief Geer distributed a sequence of emails in which he stated that "there is to be no union activity unless approved by Chief Dube or myself, unless specifically permitted in the contract." On October 12, Chief Geer also issued a directive prohibiting union business on duty unless specifically approved by him and, on October 14, at Chief Geer's request, Operations Chief Randall Bacher warned CFR employees that the restrictions meant that any activity that even remotely appeared to have a union connection needed approval. (Charging Party Exhibits 3, 13, 15, 19, 22, and 23)

Chief Geer's restrictions against union messages and activities on duty and on City property by the CFR employees are unlawful because they do not permit employee discussion of organizational interests in either work or non-work areas on non-work time.

See Okaloosa-Walton Junior College, 372 So. 2d 1378 and United Faculty of Florida, 29 FPER 89. Although the bargaining unit employees work twenty-four hour shifts, meal time at the fire stations and "down time" (5:00 p.m. until 7:30 a.m.) are not considered to be work time. In addition, certain areas within the fire stations are non-work areas, including bathrooms, sleeping quarters, exercise rooms, kitchen and dining areas, outdoor grilling areas, and living rooms. See Town of Palm Beach Firefighters Local No. 1866 v. Town of Palm Beach, 2 FPER 41 (1976).

Chief Geer's restrictions can be reasonably interpreted to prohibit discussions of union interests during the non-working time of the bargaining unit employees during their twenty-four work shifts. See, e.g., Laborers International Union of North America, Local No. 666 v. Board of County Commissioners of Brevard County, 9 FPER ¶ 14026 (1982) (ruling that employer violated Section 447.501(1)(a), Florida Statutes, when its agent threatened union employee with discipline for any further "union talk" during working hours). Therefore, we deny exception fifteen and affirm the hearing officer's conclusion that the City violated Section 447.501(1)(a), Florida Statutes, by promulgating an overly broad no solicitation rule that restricted union messages and activities while CFR employees are on duty and on City property.

In exception sixteen and a portion of seventeen, the City excepts to the hearing officer's fourth conclusion of law that it unlawfully banned the use of its email system for Local 1158's communications and, thus, potentially ruled that it must allow Local 1158 access to its email and computer resources even though contrary to its policies for

computer use and solicitation. The City argues that its computer resource and solicitation policies, which prohibit the sending of group emails without authorization and limit personal computer use and solicitation of all types, apply to all employees and any violation or failure to comply with the policies by City employees and unions representing City employees was without approval. Thus, the City asserts that it did not treat union solicitation by Local 1158's bargaining unit members any differently than it treated other employee email solicitation.

On page thirty of her order the hearing officer concluded that the solicitation restrictions the City placed upon Local 1158 and its representatives violated Section 447.501(1)(a), Florida Statutes, because they were administered in an arbitrary and discriminatory manner. The hearing officer found that the City has a computer resources use policy which governs its employees' use of the City's computer. The policy prohibits employees from using the City's computers to promote charitable activities, volunteer organizations, or special interest organizations that are not explicitly sponsored or financially supported by the City of Clearwater without the City manager's approval. The policy also prohibits employees from using internal distribution lists to disseminate non-business related information. (Finding of fact eighteen)

However, the record evidence shows that the City applied its computer resources policy in an arbitrary and discriminatory manner. Despite its policy, the City permitted CFR employees to engage in non-work related, non-union related communications by email with other employees and by email with non-employees during their twenty-four

hour shifts at work and to be solicited while on duty at work by email for a wide variety of non-work purposes so long as the topics were not union related.

Furthermore, the City also permitted representatives of two other unions, the CWA and FOP, to use the City's email system to communicate with bargaining unit employees on an individual and group basis. These representatives also communicate with City management about committee meetings, wages, benefits, work assignments, fund raisers, awards banquets, and negotiations. The City has not required the emails sent by and to CWA and FOP employees to be forwarded to City management for pre-approval and then forwarded by City management to the intended recipient. Based upon these facts, we agree with the hearing officer's conclusion that the City has arbitrarily and discriminatorily sought to enforce its email policies solely against Local 1158. See United Faculty of Florida, 29 FPER at 222 (ruling that employer discriminated against union where its restriction on the email solicitation of faculty was limited to union matters) and cases cited therein. See also In re Sanitation Employees Association and Metropolitan Dade County, 11 FPER ¶ 16129 (1985).

The City's reliance on Charles E. Brockfield Lodge 86, FOP, 24 FPER ¶ 29205 (1998), is misplaced. There, the Commission's General Counsel summarily dismissed a union's charge that the employer unlawfully denied a forum similar to its email system to inform bargaining unit members of the status of negotiations. However, unlike the instant case, in that case there was no evidence showing that the union had previously been

permitted use of the email system, that the employer had a past practice of allowing non-work use of the system, that the employer had an unlawful motivation in denying such use, or that the denial was discriminatory.

We reject the City's contention that the hearing officer concluded the City must allow unfettered access to, and use of, its email system at all times and in all locations for all union purposes. In Okaloosa-Walton Junior College, 372 So. 2d at 1389 the Court held that the Commission may correct discrimination against pro-union access to an employer's facilities when the employer has opened those facilities for non-disruptive use on behalf of other causes and organizations not indigenous to the employer's facilities.

We agree with the City that it has absolute control over its email and computer systems and is free to operate those systems as it chooses. However, when an employer discriminatorily bans its employees from using its computer and email systems because the City disapproves of the union-related messages, then its interference is unlawful and the Commission is authorized to order a remedy. § 447.503(6)(a), Fla. Stat. In Okaloosa-Walton Junior College the Court discussed the Commission's authority to remedy such discriminatory acts within the context of a college controlled mail room setting stating:

The College administration's absolute control of its postage-free mailroom privileges is subject only to a qualification against discrimination. Except when it may be demonstrated that a PERC-authored policy of expanding the use of those facilities is necessary to remedy discriminatory deprivations having present effect on employees' bargaining rights, PERC is not empowered to preempt the employer's power to make its facilities uniformly inaccessible to all nonindigenous causes and organizations; and as PERC's

statutory authority is limited to collective bargaining concerns; it may not require an access remedy as it seemingly has done in this case, for "all organizations and/or individuals desiring to solicit and/or distribute literature."

Id. at 1389.

The record evidence supports the hearing officer's conclusion that the City violated Section 447.501(1)(a), Florida Statutes, by its arbitrary and discriminatory ban on the use of its email system for Local 1158's communications. However, we agree with the City that the hearing officer's fourth conclusion of law, that the City unlawfully banned "the use of the City's email system for Local 1158's communications," when read in conjunction with her recommendation that the City cease and desist from "[p]rohibiting employees from using the City's email system to send union messages on non-work time" suggests a broader remedy than required in this case.

The appropriate remedy is for the City to cease and desist from prohibiting Local 1158 from using the City's email system to send union messages on non-working time in an arbitrary and discriminatory manner. We modify the hearing officer's recommended order accordingly. Therefore, we grant exception sixteen to the extent that it objects to the hearing officer's conclusion of law four and proposed remedy 1(b). The remaining portions of exception sixteen and a portion of exception seventeen are denied.

In exception thirteen, the City excepts to the hearing officer's determination that Local 1158's protected concerted activity was a substantial or motivating factor in the City's promulgation of restrictions on Local 1158. The City contends that Chief Geer's

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August 31, 2005, directive was issued "to address the on-duty, paid participation of three individuals," and his October 12 directive was issued in response to Local 1158's plan to take on-duty employees off premises to the union hall for union orientation. It argues that Local 1158's activities went beyond the parameters of Chapter 447, Part II, Florida Statutes. This exception raise questions of motivation and intent which are within the province of the hearing officer subject only to review for competent substantial evidence. See City of Umatilla v. Public Employees Relations Commission, 422 So. 2d 905 (Fla. 1st DCA 1982) and FUSA, FTP-NEA v. Hillsborough Community College, 440 So. 2d 593 (Fla. 1st DCA 1983). The hearing officer did not accept the City's witnesses' testimony regarding their motivation for promulgation of restrictions on Local 1158 and she found that "the only reason Chief Geer imposed the restrictions on Local 1158 was because of its actions opposing his changes at the CFR." Recommended Order at 33. There is competent substantial evidence to support the hearing officer's finding in this regard. Therefore, exception thirteen is denied.

In exception fourteen, a portion of eighteen, and the remaining portion of seventeen, the City excepts to the hearing officer's findings of fact that Lee and Hogan were intimidated, that they significantly altered their behavior, and that the bargaining unit employees modified their behavior by not participating in union activities to the extent that they did in the past. The City argues that Geer's directives cannot be deemed to be a threat of reprisal because the directives did not indicate that adverse employment action would be taken or otherwise implemented by the City. The City also contends that Geer

lacks the authority to implement a termination, that his directive did not refer to Circuit Court enforcement of Section 447.509, Florida Statutes, which would be necessary in order for discipline or discharge to occur, and that the record evidence does not show that Local 1158 deemed the directives to be threatening.

As we stated in resolving exception nine, there is ample record evidence supporting the hearing officer's finding that Lee and Hogan reasonably feared discipline for engaging in protected concerted activity. The record also supports the behavioral modification of Lee, Hogan, and other bargaining unit employees resulting from Geer's directives. Therefore, exception sixteen, a portion of eighteen, and the remaining portion of seventeen are denied.

In the remaining portion of exception eighteen, the City argues that it should not be required to pay Local 1158's attorney's fees and costs because under Florida law an employer could not reasonably have known that its actions violated the law. We have carefully reviewed the record in this case and we agree with the hearing officer that the City knew or should have known that Geer's directives were overly restrictive of Local 1158's right to discuss union matters and that the City's restrictions upon Local 1158's use of the City's email system were discriminatorily applied. The Commission has ruled on the validity of similar restrictions imposed by public employers and the City should have known that its conduct was unlawful. See United Faculty of Florida, 29 FPER 89 and cases cited therein. Therefore, exception eighteen is denied.

Local 1158's Exception

In its exception, Local 1158 contends that the City should be required to post and publicly publish the Commission's notice and order of relief through the City's email system. In Clearwater Firefighters Association, Inc., Local 1158, IAFF v. City of Clearwater, Case Nos. CA-2005-065 and 071 (Fla. PERC Aug. 30, 2006), we considered a similar argument raised by Local 1158. In that case, we noted that the purpose of the posting remedy is to advise those persons adversely affected by an unfair labor practice that the unlawful conduct will stop and what affirmative action will occur to remedy the unlawful activity. Here, as in the prior case, the posting of notices in the workplace accomplishes this purpose. Therefore, additional dissemination of the notice through email or other means is not necessary and we decline to require it. For the same reason, we reject Local 1158's request that the City be required to issue an apology. Therefore, Local 1158's exception is denied.

Upon review of the complete record, we conclude that the hearing officer's findings of fact, as modified herein, are supported by competent substantial evidence received in a proceeding which satisfies the essential requirements of law. Therefore, we adopt those findings. § 120.57(1)(l), Fla. Stat. Furthermore, as modified by our resolution of the City's exceptions herein, we agree with the hearing officer's analysis of the dispositive legal issues, her conclusions of law and her recommendations. Accordingly, the hearing officer's recommended order is incorporated herein, and the City is ORDERED to:

1. **Cease and desist from:**
  - (a) **Maintaining an overly broad no solicitation rule prohibiting Local 1158's employees from discussing union matters during non-work time;**
  - (b) **Prohibiting, in an arbitrary and discriminatory manner, Local 1158's employees from using the City's email system to send union messages on non-work time;**
  - (c) **Discriminatorily enforcing restrictions on union email and communications against Local 1158 as a result of its participation in activity protected by Section 447.301, Florida Statutes;**
  - (d) **In any like or related manner encouraging or discouraging membership in Local 1158 by discriminating in regard to hiring, tenure, or other conditions of employment; and**
  - (e) **In any like or related manner interfering with, restraining, or coercing public employees in the exercise of any rights guaranteed them by Chapter 447, Part II, Florida Statutes.**
  
2. **Take the following affirmative action:**
  - (a) **Rescind its overly broad and discriminatory no solicitation policy;**
  - (b) **Pay to Local 1158 its reasonable attorney's fees and costs of litigation;**
  - (c) **Post immediately, in conspicuous locations where notices to employees represented by Local 1158 are customarily posted, copies of the attached notice to employees.<sup>3</sup> The City shall ensure that these notices remain posted for 60 consecutive days and that the notices are not defaced or**

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<sup>3</sup>In the event the Commission's order is appealed and affirmed by the District Court of Appeal, the words in the notice "Posted pursuant to an order of the Public Employees Relations Commission" shall be immediately followed by the words "affirmed by the District Court of Appeal."

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altered and are not covered by other material. Copies of the notice shall be signed by the City's authorized representative prior to posting; and

- (d) Notify the Commission, in writing, within 20 calendar days of the date of issuance of this order, of the steps that the City has taken to comply with its contents.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2006), and the Florida Rules of Appellate Procedure.

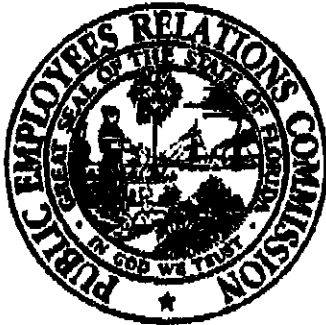
It is so ordered.

POOLE, Chair, KOSSUTH, JR., and VARN, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on October 12, 2006.

BY: *James M. Idwell*  
 Clerk

/bjk



007 12 2000 14:00 P. 20/21

# NOTICE TO EMPLOYEES



## POSTED PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYEES RELATIONS COMMISSION

AN AGENCY OF THE STATE OF FLORIDA

AFTER A HEARING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE, THE PUBLIC EMPLOYEES RELATIONS COMMISSION HAS DETERMINED THAT WE HAVE VIOLATED THE LAW AND WE HAVE BEEN ORDERED TO POST THIS NOTICE. WE INTEND TO ABIDE BY THE FOLLOWING:

WE WILL NOT maintain an overly broad no solicitation rule prohibiting members of Local 1158, Clearwater Fire Fighters Association, Inc., IAFF from discussing union matters during non-work time.

WE WILL NOT prohibit, in an arbitrary and discriminatory manner, members of Local 1158 from using the City's email system to send union messages on non-work time.

WE WILL NOT discriminate against Local 1158 by imposing restrictions on union email and communications.

WE WILL NOT in any like or related manner encourage or discourage membership in Local 1158 organization by discriminating in regard to hiring, tenure, or other conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce public employees in the exercise of any rights guaranteed them by Chapter 447, Part II, Florida Statutes.

WE WILL rescind our overly broad and discriminatory no solicitation policy.

WE WILL pay to Local 1158 its reasonable attorney's fees and costs of litigation.

\_\_\_\_\_  
City of Clearwater

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
**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.

Any questions concerning this notice or compliance with its provisions may be directed to the Commission.

(ULP)

**NOTICE  
EFFECTIVE OCTOBER 10, 2003**

Pursuant to the Uniform Facsimile Signature of Public Officials Act, Section 118.34, Florida Statutes, this order is being issued to you by facsimile delivery. You will NOT receive a duplicate paper copy by mail. Accordingly, please retain this facsimile as your copy of the order. If you have encountered problems with the electronic delivery of the copy, please contact the Commission's Clerk at (850) 488-8641.