

1 **BEFORE THE CIVIL SERVICE COMMISSION (CSC)**
2 **FOR THE CITY OF SEATTLE**
3

4
5
6 **PATSY TAYLOR**

7)
8)
9 **Appellant**)

CSC No. 10-07-005

10 **vs.**)

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION**

11)
12 **SEATTLE CITY LIGHT (SCL),**)
13 **City of Seattle,**)

14 **Respondent**)
15)
16)
17)

18
19 **BACKGROUND**

20
21 On March 2, 2010, Patsy Taylor filed this Civil Service Appeal in which she alleged that Seattle
22 City Light violated Personnel Rule 1.5 regarding performance management. City Light moved for
23 Summary Judgment and the motion was denied on June 28, 2010.

24 The hearing was convened on September 28, 2010 and continued on September 29, 2010,
25 October 5, 2010 and October 6, 2010. The hearing record was left open to allow time for the parties to
26 consider participating in Mediation to resolve some or all of their issues. Although the parties initially
27 agreed to participate in Mediation, and the City of Seattle Alternative Dispute Resolution program
28 convened a mediation conference through the King County, InterLocal Conflict Resolution Group, the
29 mediation conference was cancelled.

30 The hearing record remained open until January 14, 2011, to allow time for the parties to submit
31 post-hearing briefs. Due to a family emergency, the Hearing Officer requested additional time to
32 complete this decision and the request was granted by Executive Director Glenda Graham-Walton, who
33 granted an extension to February 8, 2011.

34
35 **ISSUE**

36 Did Seattle City Light violate Personnel Rule 1.5, regarding Performance Management, during
37 Patsy Taylor's 2009 Performance Review, based on relevant evidence, including Workplace
38 Expectations?

ORIGINAL

1
2 **FINDINGS**
3

- 4 1. Seattle Municipal Code Section 4.04.180 is the authority for City of Seattle Personnel Rule
5 1.5.
6 2. Seattle Municipal Code, Title 4 Personnel, Chapter 4.04 Personnel Regulations, Section
7 4.04.180 "Performance Management" states that:

8 "A. The Personnel Director shall develop and monitor a city-wide
9 performance evaluation system and shall work with departments to ensure
10 compliance therewith. Such system shall include, but need not be limited
11 to:

- 12 1. An expectation that every city supervisor shall provide a formal job-
13 related performance evaluation to each of his or her subordinate
14 employees at least annually;
15 2. Provision for employee comment on the evaluation;
16 3. Review of the evaluation by the rater's supervisor, and right of the
17 employee to have the evaluation reviewed by a higher authority, up to
18 and including the appointing authority.

19
20 B. The results of evaluations may be used to:

- 21 1. Improve communications with employees;
22 2. Help identify and recognize outstanding employee performance;
23 3. Help identify and correct inadequate employee performance; and
24 4. Help demonstrate cause for personnel actions." (Cites omitted)
25

- 26 3. City of Seattle Personnel Rule 1.5 – Performance Management, provides, in relevant part,
27 that:

28 "1.5.2.A This Rule applies to regular and probationary employees...

29 "1.5.2.F Appointing authorities may establish written policies and procedures for the
30 implementation and administration of this Rule to facilitate the management of the personnel systems
31 within their employing units, provided that such procedures do not conflict with the provisions of this
32 Rule."
33

1
2 **1.5.4 Job Expectations**

3 A. The setting and communication of job expectations is a goal of the performance
4 evaluation system.

5 All supervisors and employees should identify employees' job expectations:

- 6 1. on at least an annual basis to set expectations for the coming year,
7 2. when the employee begins a new job,
8 3. when there are changes in job expectations, and
9 4. when an employee needs or requests clarification about his or her job expectations.

10
11 B. Job expectations should be reasonable and fair and should align with the employee's
12 class specification as well as the overall organizational priorities, goals and strategies
13 for the employing unit and the City.

14
15 C. Each supervisor and employee may identify any training and other resources necessary
16 for the employee to meet his or her job expectations.

17
18 D. Any documentation of job expectations by the supervisor *shall* be maintained in the
19 supervisor's file with a copy to the employee (emphasis added)

20
21 **1.5.6 Communicating Performance Deficiencies.**

22
23 A. Supervisors should address deficiencies in an employee's performance immediately,
24 rather than waiting for the formal performance evaluation, by conducting a counseling
25 session with the employee to:

- 26 1. Review job expectations for the employee's position,
27 2. Communicate to the employee the job performance deficiencies, and
28 3. Begin to assess the cause of the job performance deficiencies.

29
30 B. Supervisors should document an assessment of the cause of the employee's job
31 performance deficiencies, addressing issues that include, but may not be limited to:

- 32 1. Are the job expectations consistent with the employee's position classification?
33 2. Were the job expectations communicated to the employee?

- 1 3. How does the employee's performance compare with others in the same
- 2 classification?
- 3 4. Did the employee receive appropriate job-related training and/or equipment?
- 4 5. Has the employee previously demonstrated the ability to meet his or her job
- 5 expectations?

6
7 C. The supervisor should document all meetings held to discuss job performance
8 deficiencies and *shall* maintain the documentation in the supervisor's file, with a copy to
9 the employee. (Emphasis added)

10 11 **1.5.8 Alternative Dispute Resolution Program**

12 The parties to a performance management process may mutually agree to use the services available
13 through the Alternative Dispute Resolution Program at any time. Mediation is not a substitute for
14 performance management. However, communication problems or workplace conflict may aggravate an
15 employee's performance deficiencies. Mediation may help address communication problems or
16 workplace conflict, thereby improving the employee's ability to correct performance deficiencies.

17 4. City witnesses provided a detailed overview of the process of drafting Personnel Rule 1.5. Ms.
18 Kathy Steinmeyer initially drafted the Rule, which was later revised by Assistant City Attorney Jean
19 Boler in September, 2004. Ms. Boler's revisions deleted the word "shall" in section 1.5.4 and elsewhere
20 in the rule, and replaced "shall" with the phrase "are expected to" to make it clear that the rule is not
21 mandatory. Ms. Boler explained that this change was made to avoid potential civil service jurisdiction;
22 and to assure that the rule would be consistent with SMC 4.04.180.

23 5. Ms. Joan Matheson, currently the Director of Classification and Compensation for the City of
24 Seattle, was previously a Labor Negotiator in the City's Personnel Department where she was involved
25 in performance management issues. Ms. Matheson was also involved in drafting Personnel Rule 1.5,
26 and testified that in discussions about the draft, unions expressed a preference that "encouraged to"
27 language be changed to "should" or "are expected to" (language suggested by Ms. Boler). Ms.
28 Matheson views "should" and "expected to" as synonyms whose meaning is somewhere between the
29 discretion conferred by "may" (or "encouraged to"), and the mandate of "shall". The final version of
30 Personnel Rule 1.5, filed with the City Clerk in February, 2006, used the word "should"...thereby
31 creating only an expectation, and not a mandatory requirement.

32 6. Based on this drafting history and the intent of the authors, Seattle City Light contends that it could
33 not have violated Personnel Rule 1.5 because the rule did not require supervisors and managers to set or

1 communicate job expectations to Ms. Taylor. Seattle City Light goes further by contending that
2 Personnel Rule 1.5.4(A) merely describes the setting and communication of job expectations as a “goal”
3 of the performance evaluation system.

4 7. The only mandatory aspects of the relevant Personnel Rules are in Rule 1.5.4.D, which states that
5 “any documentation of job expectations by the supervisor” *shall* be maintained in the supervisor file,
6 with a copy to the employee (emphasis added); Rule 1.5.5 B, which requires that if performance
7 evaluations are prepared, they *shall* be used to: 1.) Improve communications with employees, 2.) help
8 identify and recognize outstanding employee performance, 3.) help identify and correct inadequate
9 employee performance and, 4.) help demonstrate cause for personnel actions; and Rule 1.5.6.C., which
10 states that if meetings are held to discuss job performance deficiencies, any documentation prepared
11 *shall* also be maintained in the supervisor’s file with a copy to the employee. (Emphasis added).

12 8. A considerable amount of evidence was offered by both parties and admitted, which describes
13 the course of events prior to and after Ms. Taylor received her 2009 Performance Review. It is not
14 necessary to evaluate all of that evidence to reach a conclusion in this case. Although some of these
15 facts may be disputed, a preponderance of the evidence supports the following material findings.

16 9. Ms. Taylor was first appointed to the Labor Relations Coordinator position in April, 2005.
17 (Taylor Testimony, Exhibit 77)

18 10. Ms. Taylor’s understanding of the position was based on the “expectations” document that she
19 was given in January or February, 2005. (Taylor Testimony). Ms. Taylor’s current understanding of the
20 purpose of the position and her role is to: assist managers and supervisors in the interpretation of the
21 labor agreements for which she is responsible; assist them in meetings with employees; helping them
22 develop expectations; helping them to develop letters if they need to be prepared; attend
23 labor/management meetings where she is the chair, with the labor relations negotiator at City Personnel
24 (monthly labor/management meetings with IT and the coalition); attend grievance meetings and perform
25 communications after the meetings; speak with the business reps and the union reps as needed; and other
26 tasks. (Taylor Testimony)

27 11. Ms. Taylor agreed with Seattle City Attorney, Katrina Kelley that it would be fair to sum up the
28 role of the labor relations coordinator as “a management representative who assists with the union
29 relationships and the administration of the union contracts that you’re assigned to”. (Taylor Testimony)

30 12. Ms. Taylor agreed with Ms. Kelley that the labor relations coordinator is a professional position
31 which requires the use of good judgment because a person in that position is responsible for
32 communicating with labor, and with management. (Taylor Testimony)

1 13. After reviewing the position description questionnaire that she filled out around October 2, 2006,
2 Ms. Taylor confirmed that the only thing in the document that is inconsistent with her understanding of
3 her job in the year 2009, is that she no longer represents the department in civil service hearings or
4 unemployment meetings with management. (Taylor Testimony, Exhibit 80A)

5 14. After reviewing an email reply that she sent to Ms. Johnson on September 22, 2008, with an
6 attachment described as "Top Priorities" which outlines the priorities for her position as labor relations
7 coordinator, Ms. Taylor confirmed that she authored the document; and, explained that she created the
8 document by looking at things she did everyday, based on her three years of experience on the job. Ms.
9 Taylor also explained that she understood the job. (Taylor Testimony, Exhibit 54)

10 15. Ms. Taylor signed a memorandum dated November 9, 2007, from her previous supervisor, Jean
11 West, who was the human resources officer prior to DaVonna Johnson titled "2007 Performance
12 Expectations." Both Ms. West and Ms. Taylor signed the second page of the document on November 14,
13 2007, almost one year after her appointment to the labor relations coordinator position on November 28,
14 2006. (Taylor Testimony, Exhibits 53 and 78)

15 16. Ms. Taylor explained that she requested the 2007 Performance Expectations from Ms. West, who
16 had performed her performance review without written expectations. Ms. Taylor read the document,
17 understood and agreed with the expectations for her position provided by Ms. West; and did not think
18 that anything in the 2007 Performance Expectations was inappropriate for the position that she held.
19 (Taylor Testimony)

20 17. When Ms. Johnson took over the position as interim HR Officer in 2008, Ms. Taylor did not ask
21 Ms. Johnson whether the expectations that Ms. West had given her would still apply or, for clarification
22 of the expectations. Ms. Taylor explained that she would not accept Ms. West's expectations from Ms.
23 Johnson, because she felt that, as a new supervisor, Ms. Johnson would provide her own expectations.
24 (Taylor Testimony)

25 18. Ms. Taylor did not ask Ms. Johnson for expectations until around December 2008, during Ms.
26 Taylor's performance review, which was being done without written expectations. They did not discuss
27 the performance expectations prepared by Ms. West in 2007 and Ms. Taylor did not ask Ms. Johnson, at
28 that time, whether her expectations were the same or different from Ms. West's expectations. Ms. Taylor
29 did, however, ask Ms. Johnson to provide her own expectations. (Taylor Testimony).

30 19. In the intervening year between the 2008 and the 2009 performance reviews, Ms. Taylor testified
31 that she reiterated her request for performance expectations to Ms. Johnson, who never responded and
32 did not give Ms. Taylor a final 2008 review. In reviewing the 2008 performance review, it was apparent
33 to Ms. Taylor that 2009 performance expectations may have been among the items described there; but

1 were not clearly identified as such. At the time of her testimony, on September 29, 2010, Ms. Johnson
2 still had not responded to Ms. Taylor's request for explanations about portions of the 2008 performance
3 review. Ms. Taylor only saw Ms. West's expectations (apparently relied upon by Ms. Johnson to do Ms.
4 Taylor's 2009 performance review), in our hearing exhibits. (Taylor Testimony).

5 20. Ms. Taylor did receive performance expectations from Ms. Taylor in February, 2010, for the
6 2010 calendar year, as a part of Ms. Johnson's response to the grievance about the 2009 performance
7 review. However, Ms. Taylor did not understand and needed clarification about some of Ms. Johnson's
8 2010 performance expectations, and felt that others were unreasonable. (Taylor Testimony, Exhibit 65)

9 21. According to Ms. Taylor, she did not receive feedback from Ms. Johnson based on either her
10 2008 or her 2009 performance reviews, or, during the performance year 2009. (Taylor Testimony)

11 22. In response to a question from Ms. Kelley, Ms. Taylor stated that what she believes would
12 improve communication between herself and Ms. Johnson is "open and frankness" and to "treat me the
13 same as she treats other employees. You have something to tell me? Tell me. Or come say, 'Patsy, can
14 you come see me for a minute?' Or she can yell my name across the room." (Taylor Testimony)

15 23. Mr. Berle Hardie is also employed as a Labor Relations Coordinator at Seattle City Light; and
16 has held that position, full time, since 1997. Mr. Hardie defined his responsibility "to be management's
17 representative in union issues...in particular, the IBEW, which is the International Brotherhood of
18 Electrical Workers...basically, I attempt to resolve grievances at the lowest level, participate in
19 arbitrations, negotiations when requested, labor/management meetings." (Hardie Testimony).

20 24. His responsibilities are the same as Ms. Taylor's, except that she works with different unions.
21 He is also currently supervised by DaVonna Johnson and previously supervised by Jean West. As part
22 of his duties as Labor Relations Coordinator, Mr. Hardie assists management with performance
23 management issues. (Hardie Testimony).

24 25. He does not recall receiving written performance expectations from Ms. West but does recall her
25 giving him performance reviews; and, after reviewing the Memorandum from Jean West to Patsy Taylor
26 about 2007 Performance Expectations, Mr. Hardie felt that the document accurately reflects his
27 understanding of Ms. West's expectations of her Labor Relations Coordinators. (Hardie Testimony,
28 Exhibit 53).

29 26. When Ms. Johnson started supervising Mr. Hardie in 2008, her expectations of him as a Labor
30 Relations Coordinator were no different than Ms. West's expectations. Mr. Hardie did not receive a
31 written expectations document from Ms. Johnson. He knew what she expected of him as Labor
32 Relations Coordinator by being familiar with the "class specifications" which are online for most City of
33 Seattle job classifications; and the "Initial Opportunity for Advancement Notice" which talks about the

1 position duties, and elaborates on some of the responsibilities for a Labor Relations Coordinator (Hardie
2 Testimony, Exhibits 52 and 79B)

3 27. The class specifications for the Labor Relations Coordinator position assists in the
4 understanding of performance or job expectations, because it talks about the distinguishing
5 characteristics of the class and details what the job involves. It also gives examples of job duties and
6 tracks the majority of the work that Mr. Hardie actually performs as a Labor Relations Coordinator very
7 closely. (Hardie Testimony, Exhibit 52)

8 28. Mr. Hardie feels that Ms. Johnson's expectations of him as a Labor Relations Coordinator are
9 very clear. He never had questions related to his job but, if he did have questions, he could bring them
10 up to her; or, use the annual performance review process, based on classification specifications. If Mr.
11 Hardie felt that Ms. Johnson's expectations of him were not clear, he would ask her about it; because he
12 feels that she is very accessible. (Hardie Testimony)

13 29. In his opinion, Ms. Johnson and the other Human Resources Officers have an open door policy
14 for the Labor Relations Coordinators because it is important to be able to present whatever is going on to
15 Ms. Johnson. He has never had a problem meeting or speaking to her. (Hardie Testimony)

16 30. The Classification Specifications set out job duties as well as performance expectations for the
17 Labor Relations Coordinator position. (Hardie Testimony, Exhibit 52)

18 31. Mr. Hardie's understanding of the difference between a duty and an expectation is that being
19 professional is an expectation, not a duty. Mr. Hardie would know whether Ms. Johnson expects him to
20 meet expectations (like being professional or communicating accurately) because she would let him
21 know by verbally communicating with him. Ms. Johnson gives him ongoing feedback. (Hardie
22 Testimony)

23 32. Branda Andrade was the Employee Relations Manager with Seattle City Light from November
24 2006 until October 2010. She managed a variety of programs, including the Family Medical Leave and
25 Reasonable Accommodation programs and EEO investigations; and managed or conducted all
26 investigations related to other types of issues, including workplace misconduct or conflict issues
27 between employees and their management, co-employees, or co-managers. Ms. Andrade also advised
28 management and employees on performance management issues; supervised two employees; was
29 supervised by DaVonna Johnson; and was a peer of Patsy Taylor. (Andrade Testimony)

30 33. Ms. Andrade has never had a stand alone document entitled "performance expectations" or "job
31 expectations"; but has received expectations in the form of constructive feedback on ways to improve
32 her performance in the future in performance reviews, emails or counseling sessions. (Andrade
33 Testimony).

1 34. She received a performance review from Ms. Johnson in 2008, which included areas in which
2 she needed improvement. Ms. Andrade was not pleased with the performance review, but after getting
3 further clarification from Ms. Johnson in 2009, she had a better context for understanding Ms. Johnson's
4 perspective. Although Ms. Johnson felt that she was very clear in her communication, and Ms. Andrade
5 felt that she was also clear in hers, they both understood what needed to be done to communicate more
6 effectively with one another. (Andrade Testimony)

7 35. Ms. Andrade wrote a response to the review which went into her personnel file; and, after
8 meeting and discussing the review with Ms. Johnson, she did not need written performance expectations
9 in 2009. Ms. Andrade used the 2008 performance review, which identified four areas needing
10 improvement, as her written job expectations; and, knew that if she did not take proactive steps to meet
11 Ms. Johnson's performance expectations; her 2009 performance review would be similar to the 2008
12 review. In 2009, Ms. Andrade received a substantially better performance review in which no areas in
13 which she needed improvement were identified. (Andrade Testimony).

14 36. She understood that Ms. Johnson was very busy, but accessible; and was able to get her
15 attention and follow up by making herself available on Ms. Johnson's terms; including after hours
16 meetings and after hours or early morning telephone calls so they can communicate on various issues.
17 (Andrade Testimony).

18 37. DaVonna Johnson has been the Human Resources Officer at Seattle City Light since September
19 2008, on an interim basis and received an appointment to the position in March 2009. Her
20 responsibilities are to provide overall HR strategy for the Utility, including the human resource function,
21 the apprenticeship program and the Utility-wide safety program. The overall HR strategy includes labor
22 relations, employee relations, employee services (payroll and benefits), training and development.
23 (Johnson Testimony)

24 38. Prior to becoming the Human Resources Officer, Ms. Johnson was the Talent Acquisition
25 Manager; and in that position, she administered the performance management program, where she set up
26 the process for performance reviews and expectations. She also worked with Labor Relations
27 Coordinators (as a peer) and the Employee Relations group on issues which arose, providing advice to
28 management and training. (Johnson Testimony)

29 39. Ms. Johnson's responsibilities as HR Officer included ensuring that performance management
30 was taking place in the department, getting involved in unresolved employee issues, working with Labor
31 Relations Coordinators, the Employee Relations group or, sometimes, with managers, directors or
32 officers. (Johnson Testimony)

1 40. Another position that Ms. Johnson held prior to becoming the Human Resources Officer, was
2 Executive Assistant to the Superintendent. One of her responsibilities in that position was to ensure the
3 accountability agreements that the Superintendent had with the Mayor and with the business unit
4 officers or his direct reports, were up to date. If there were issues that were not being managed, Ms.
5 Johnson would bring them to the Superintendent's attention and get other people involved, as necessary.
6 (Johnson Testimony)

7 41. The two Labor Relations Coordinators have reported directly to Ms. Johnson since she became
8 the Human Resources Officer. She described their role to include coordination of interaction between
9 the Department and the unions, responding to grievances and advising management on labor issues. Ms.
10 Johnson believes their roles are "key" to the Department's relationship with the unions, because they are
11 the day-to-day contact with business representatives for the union and with the labor negotiators that are
12 in the Personnel Department. (Johnson Testimony)

13 42. Ms. Johnson's general performance expectations for Labor Relations Coordinators is to provide
14 professional labor relations advice; coordinate with the business representative; to be accurate,
15 professional and respond in a timely manner. Communications skills are especially important because
16 the Labor Relations Coordinators need to be well versed in and understand the contract; and must also
17 be able to negotiate and resolve issues. (Johnson Testimony)

18 43. Ms. Johnson's performance expectations for the two Labor Relations Coordinators are based on:
19 (1) the class specifications; (2) general workplace expectations; (3) personnel rules; and, because the
20 role played by the Coordinators is dynamic, (4) verbal conversations, based on issues that come up on a
21 day to day basis. (Johnson Testimony)

22 44. The class specifications for the Labor Relations Coordinator position at Seattle City Light are
23 consistent with Ms. Johnson's expectations for the position and are available on the City Personnel
24 home page. (Johnson Testimony, Exhibit 52)

25 45. The Opportunity for Advancement for a Labor Relations Coordinator position is also consistent
26 with Ms. Johnson's expectations for the Labor Relations Coordinators at Seattle City Light. (Johnson
27 Testimony, Exhibit 52)

28 46. The Performance Expectations prepared for Ms. Taylor by Ms. Johnson's predecessor, Jean
29 West, are in Ms. Taylor's Personnel file and are generally consistent with Ms. Johnson's expectations
30 for the Labor Relations Coordinator position at Seattle City Light. (Johnson Testimony, Exhibit 53)

31 47. When Ms. Johnson became the Human Resources Officer in 2008, she held a series of meetings
32 beginning in September, as a group, in which top issues and top priorities were identified. Ms. Johnson
33 wanted to know the issues that her direct reports had been working on; what their top concerns were;

1 and what things were most important to them in their jobs. They went through a series of exercises,
2 continuing into 2009, dealing with general expectations for HR; and individual meetings were held
3 where roles and responsibilities were discussed. (Johnson Testimony)

4 48. Ms. Taylor prepared a "top priorities" document, which Ms. Johnson reviewed and deemed to be
5 in line with her expectations for the job duties and performance of a Labor Relations Coordinator. The
6 top priorities were discussed in a group meeting, which Ms. Taylor attended, in order to: (1) share
7 information with the group so that people could work collaboratively; and, to (2) provide an opportunity
8 for people to highlight the key issues in their area. Ms. Johnson listened and gave feedback on things
9 that she felt were important, like being more proactive in dealing with issues. (Johnson Testimony,
10 Exhibit 54)

11 49. Ms. Johnson also had an individual meeting with Ms. Taylor to discuss her general expectations
12 around labor relations; how she wanted labor relations to be approached in the Department; and, what
13 she thought were the important things Labor Relations Coordinators needed to do. Things that were
14 important to Ms. Johnson included communication, being more proactive by developing a better
15 working relationship with the business representatives, and to work on and identify issues before they
16 could become grievances. (Johnson Testimony)

17 50. The Top Priorities document prepared by Ms. Taylor was consistent with her expectations for
18 Ms. Taylor in 2009 and Ms. Johnson had no reason to believe that Ms. Taylor did not understand what
19 was expected of her as a labor Relations Coordinator at City Light. According to Ms. Johnson, she was
20 told on multiple occasions, by Ms. Taylor, that she knew what her job is and how to do it. (Johnson
21 Testimony)

22 51. Although she did not supervise Ms. Taylor for the entire year in 2008, Ms. Johnson did give her
23 a performance evaluation for that year, which took into consideration a document prepared by Ms.
24 Taylor that highlighted the issues that she thought were important in her work; including, key
25 accomplishments, areas of strength and opportunities for improvement. Ms. Johnson referred to this
26 document when she prepared Ms. Taylor's performance review for 2008, but only addressed issues that
27 she had personally observed, as a supervisor, since September, 2008. (Johnson Testimony, Exhibits 55
28 and 81)

29 52. Ms. Johnson relied on the classification specification, Ms. Taylor's top priorities, Ms. West's
30 performance expectations, and oral discussions with Ms. Taylor as the standards for the 2008
31 performance review. The process that she followed with Ms. Taylor and other direct reports was to
32 receive the employee's written input; meet with the employee to discuss the draft input and her

1 assessment; receive verbal feedback; write her draft performance review; and, then discuss it with the
2 employee. (Johnson Testimony, Exhibits 52, 53, 54 and 55)

3 53. Ms. Taylor and Ms. Johnson disagree about whether they met to discuss the 2008 performance
4 review and also about whether Ms. Taylor requested Ms. Johnson to provide written performance
5 expectations for 2009. (Taylor and Johnson Testimony)

6 54. Ms. Johnson recalls that in 2009, “throughout the year, she (Ms. Taylor) asserted to me over
7 and over again that she knew her job...and...anytime I gave her feedback, she told me she knew what
8 her job was and she knew what she was supposed to do.” She also recalls that, although Ms. Taylor
9 never asked for performance expectations, she did indicate in her grievance that she didn’t have them
10 and so, she (Ms. Johnson) gave her performance expectations for 2010. (Johnson Testimony)

11 55. Ms. Johnson would have given performance expectations to Ms. Taylor in 2009, if she had asked
12 for them; but, had no reason to believe that Taylor did not already know what was expected of her as
13 Labor Relations Coordinator. Ms. Johnson did have discussions with Ms. Taylor about her performance
14 in 2009, but did not document any of the discussions. (Johnson Testimony)

15 56. Ms. Johnson provided two performance reviews of Ms. Taylor in 2009, using two different
16 forms, along with a Merit Leave Award. (Exhibits 1 and 2)

17 57. Although a considerable amount of evidence was presented at the hearing in support of their
18 respective opinions about the content of the performance reviews and the process that was followed, it is
19 not necessary to include specific findings on those issues to resolve the appeal.

20 58 The problem is clearly one of poor or miscommunication about expectations and job
21 performance, on the part of Ms. Taylor and Ms. Johnson, which only they can resolve. (Taylor and
22 Johnson Testimony, Exhibits 52,53,54,55, 61, 65 and 66)

23 59. It is noted that on February 23, 2010, Ms. Taylor filed a Step 3 Grievance with Mark
24 McDermott, Personnel Director, City of Seattle, based on alleged violation of Personnel Rule 1.5,
25 Performance Management. In the letter, Ms. Taylor explained that she filed a Step 1 grievance with Ms.
26 Johnson on January 27, 2010; participated in a grievance meeting on February 5, 2010; received a
27 written response from Ms. Johnson dated February 16, 2010; and, was filing the Step 3 Grievance with
28 Mr. McDermott as instructed by her division director and the Personnel Rule. (Exhibit 63)

29 60. It is noted that Ms. Taylor explained that “The Step One Grievance was unacceptable for the
30 following reasons:

- 31 • Ms. Johnson admits she did not provide written performance expectations; however, she
32 denied the grievance;
- 33 • Makes assumptions and quotes the class spec.

- 1 • The issues raised in my Step One Grievance were not addressed in the response.” (Exhibit
2 63).

3 61. It is also noted that on March 17, 2010, Mr. McDermott responded to Ms. Taylor’s Step 3
4 Grievance and noted that Ms. Taylor had filed an appeal with the Civil Service Commission on the
5 issues contained in his report. Mr. McDermott framed the issues in Ms. Taylor’s Step 3 Grievance as
6 follows:

7 “Ms. Taylor alleges two violations of the Personnel Rules: 1) City Light
8 did not provide job expectations required by Personnel Rule 1.5.4(A) and
9 1.5.4(B) upon which her 2009 performance was measured against and her
10 merit leave awarded; and 2) City Light did not communicate job
11 performance deficiencies as required by Personnel Rule 1.5.6(A) and
12 1.5.6(B).” (Exhibit 64)

13 62. Mr. McDermott reviewed the facts and applicable personnel rules, and provided the following
14 findings related to Ms. Taylor’s alleged violations of the Personnel Rules related to the communication
15 of job expectations and performance deficiencies:

16 “Finding: City Light did not violate Personnel Rule 1.5.4 *which*
17 *encourages but does not actually require* departments to use the
18 performance evaluation system to communicate job expectations with
19 their employees. City Light acknowledges that providing specific job
20 expectations is a valuable tool for performance management and has
21 already put those expectations in place for 2010. Because the expectations
22 are not required by Rule, there is no basis for revising the 2009
23 performance evaluation or adjusting the merit day award. (Emphasis
24 added)

25
26 Finding: City Light did not violate Personnel Rule 1.5.6 *which encourages*
27 *but does not actually require* departments to address workplace
28 deficiencies outside of the performance evaluation process and document
29 employee performance deficiencies. While I do not find any reason to
30 disbelieve City Light’s statement that it did engage in performance-related
31 discussions throughout the year, the record would be clearer if City Light
32 had documented the discussions and whether they occurred solely with the
33 grievant in a forum for addressing performance deficiencies. Nevertheless,

1 there is no basis for revising the 2009 evaluation or adjusting the merit day
2 award.” (Emphasis added) (Exhibit 64)

3 61. In a letter to Ms. Taylor dated July 16, 2010, Jorge Carrasco, Superintendent, Seattle City Light,
4 responded to her Step 3 Grievance about her 2009 performance review and merit leave award decision.
5 Based upon reasoning that is similar to Mr. McDermott’s and after attempting without success, on
6 several occasions, to meet with Ms. Taylor and discuss the Grievance, Mr. Carrasco denied the
7 grievance and determined that Ms. Johnson’s review of her performance and merit leave determination
8 did not warrant further consideration. (Exhibit 75)

9 62. Seattle City Light has published “Workplace Expectations” which includes a Global
10 Statement that:

11 “These workplace expectations are an effort to provide a shared
12 understanding of how we demonstrate our values on a daily basis.
13 This document provides concrete examples of how the values
14 guide us toward meeting that goal. Most of the expectations apply
15 to everyone in the utility, regardless of their role or position. Some
16 apply specifically to additional roles and responsibilities of
17 supervisors and managers.

18
19 Existing City-wide and departmental policies and procedures, as
20 well as union contracts, contain standards that tell us how we can
21 expect to be treated and what is expected of us. This document
22 consolidates much of that information into a single source and is
23 more accessible and easier to review periodically.

24
25 Workplace expectations also derive from our basic need to respect
26 and be respected by one another. In order to work harmoniously,
27 we should refrain from behaviors toward customers and fellow
28 employees that they would consider discriminatory, harassing, or
29 disrespectful. As City Light’s mission and our own jobs become
30 more challenging, and as the work force increases in diversity, it is
31 important that these expectations become firmly rooted in our
32 organization’s culture. (Exhibit 11)

1 63. The Workplace Expectations identify useful guidelines under the headings "Investment in
2 Employees", "Accountability" and "Teamwork" which can and should be used to improve working
3 relationships. (Personnel Rule 1.5.2.F and Exhibit 11)
4

5 **CONCLUSIONS**
6

- 7 1. Ms. Johnson did not violate Personnel Rule 1.5.4 in her communications with Ms. Taylor about
8 job expectations.
9 2. Ms. Johnson did not violate Personnel Rule 1.5.6 in her communications with Ms. Taylor about
10 job performance.
11 3. Ms. Johnson did not document her meetings with Ms. Taylor in 2008 and 2009, so the
12 Personnel Rules 1.5.4D and 1.5.6C are not applicable to this appeal.
13 4. Seattle City Light "Workplace Expectations" are a valuable tool for the Utility's managers,
14 supervisors and employees, and for others who are interested in understanding the aspirations
15 and goals of the Utility; but do not provide a legal basis for decisions by the Seattle Civil
16 Service Commission.
17

18 **DECISION**
19

20 For the reasons set forth above, the undersigned Hearing Officer finds and concludes that Seattle
21 City Light did not violate Personnel Rule 1.5 Performance Management, in connection with Patsy
22 Taylor's 2009 Performance Review.
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24
25

26 Dated: February 11, 2011
27

28 FOR the Seattle Civil Service Commission
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31 Christopher Mathews, Hearing Officer
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ORIGINAL

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Commission Rule **6.02 PETITION FOR REVIEW OF PRESIDING OFFICER DECISION**- Any party may file a petition for review with the Commission of all or any part of the Presiding Officer's final decision. The petition must be filed at the Commission's office, and served on all other parties, no later than **ten (10) days** following the date of the issuance of the Presiding Officer's final decision. The party seeking review must file an original and four copies of the petition and any related briefs submitted.