City of Yakima, Decision 9451-A (PECB, 2006)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

YAKIMA POLICE PATROLMEN'S ASSOCIATION,	)	
Complainant,	)	CASE 19741-U-05-4998
vs.	)	DECISION 9451-A - PECB
CITY OF YAKIMA,	)	CORRECTED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
Respondent.	)	

Cline & Associates, by *James M. Cline*, Attorney at Law, for the union.

Summit Law Group, by *Bruce Schroeder*, Attorney at Law, for the employer.

On July 18, 2005, Yakima Police Patrolmen's Association (union) filed a complaint charging unfair labor practices with the Public Employment Relations Commission, which named the City of Yakima (employer) as respondent. The employer operates a police department and the union is the exclusive bargaining representative of the full-time police officers who work in that department. The union alleges that the employer discharged police officer Michael Rummel in reprisal against the union because it refused to withdraw an unfair labor practice complaint.

The Unfair Labor Practice Manager issued a preliminary ruling under WAC 391-45-110, finding that a cause of action existed under the Public Employees Collective Bargaining Act (PECBA), RCW 41.56.150. Examiner Carlos R. Carrión-Crespo held a hearing on the case on March 2 and 3, 2006. The parties submitted post-hearing briefs.

ISSUES PRESENTED

1. Did the employer discriminate and derivatively interfere with collective bargaining rights when it discharged police officer Michael Rummel?

2. Did the employer dominate or assist the union when chief Samuel Granato commented regarding his displeasure that the union refused to withdraw an unfair labor practice complaint that the union had filed previously?

On the basis of the record presented as a whole, the Examiner holds that the employer unlawfully discriminated against the union and derivatively interfered with collective bargaining rights, and thus violated RCW 41.56.140(1) and (3). The facts do not support a finding that the employer attempted to dominate the union.

ANALYSIS

Issue 1: Discriminatory discharge and derivative interference

The allegations concern comments that police chief Samuel Granato made during a meeting with union officials that are linked to the discharge of police officer Michael Rummel, and an unfair labor practice complaint that the union had filed previously.[1] The union alleges that Granato threatened the union that the employer would discharge Rummel if the union did not withdraw a pending unfair labor practice complaint, and that the employer subsequently discharged Rummel to retaliate against the union. The employer counters that Chief Granato made an honest appraisal of Rummel's

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[1] Case Number 19206-U-05-4882 was processed separately by another examiner. *See City of Yakima*, Decision 9062 (PECB, 2005).

conduct, that Granato did not link it to the pending complaint, and that Rummel's conduct caused the discharge. The union alleges, in turn, that Rummel's conduct was a pretext that the employer used to retaliate against the union for not withdrawing the first unfair labor practice complaint.

The applicable standards hold that a complainant carries the burden of proving by a preponderance of the evidence that an unfair labor practice occurred. WAC 391-45-270(1)(a). When a union alleges that an employer discriminated against those engaging in protected activity, the union must first prove three basic facts to establish a prima facie case:

- That one or more employees exercised a right protected by the collective bargaining statute, or communicated an intent to do so;
- That one or more employees were deprived of some ascertainable right, benefit or status; and
- That there was a causal connection between the exercise of the protected right and the deprivation.

Skagit County, Decision 8746-A (PECB, February 13, 2006).

To establish this causal connection, the union must show that the employer took adverse personnel action after the employee exercised a protected right under circumstances from which the Examiner can reasonably infer that the protected conduct was a motivating factor in the employer's action. *Port of Tacoma*, Decision 4626-A (PECB, 1995); *City of Tacoma*, Decision 8031-B (PECB, 2004). Timing can serve as circumstantial evidence of a causal connection. *Mansfield School District*, Decision 5238-A and 5239-A (EDUC, 1996). This

showing creates a rebuttable presumption of causality. *Skagit County*, Decision 8746-A.

The employer must articulate a lawful explanation, but does not need to persuade the Examiner of it. If the employer asserts that it would have made the same decision regardless of any protected activity, the union needs to establish that the protected activity was one cause for the employer's adverse action, proving one of the following:

- That the employer's motivation was a pretext, *i.e.*, either false or not in fact relied upon,[2] or
- That retaliation was a substantial or important factor motivating the adverse action.

The Examiner will consider the totality of the evidence, including indicia that the employer harbors a prejudicial disposition against union members (union animus). *Educational Service District 114*, Decision 4361-A (PECB, 1994). If the union discharges its burden of proof, it will succeed "even if the employee's conduct otherwise did not entirely meet the employer's standards." *North Valley Hospital*, Decision 5809 (PECB, 1997).

The Prima Facie Case

Granato became police chief in 2003, and Robert Hester became union president in January 2005. The parties developed a very contentious relationship. The union filed grievances at a higher rate than before. Granato testified in this case that he felt that

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[2] *See Limestone Apparel Corp.*, 255 NLRB 722 (1981), on the definition of "pretext."

Hester attempted to compel the employer to discharge Granato, and that he sought to file grievances against the union for abusing the grievance procedure. Granato also expressed frustration at not having the opportunity to discuss problems before the union filed a grievance over it.

The union alleges that the employer discharged Rummel to punish the union for filing an unfair labor practice complaint with the Commission. At this stage of the analysis, the Examiner will analyze the evidence that the parties have provided regarding the union's allegation.

The facts surrounding the previous complaint are not in dispute. The union filed it on February 16, 2005, alleging that the employer circumvented the union when it negotiated with a police officer regarding a reinstatement agreement. That agreement included random drug testing. The union also alleged that the employer had thereby unilaterally changed its drug testing policy, without providing the union an opportunity to bargain.

The following summarizes the statement of facts attached to that complaint:

- The employer had issued a drug testing policy in 1995 which allowed drug testing for reasonable cause and placed safe-guards to determine the accuracy of the tests.
- The employer had ordered the officer examined during the summer of 2004 because of questions about his fitness for duty, and that the fitness reports had raised questions about his dependence on pain medication.
- The employer had issued on August 18, 2004, a "back to work order" which required the officer to continue psychiatric

treatment and to submit to random urine analysis at least once a week. The officer was required to sign the order as a condition to return to work. An officer of the union signed as a "witness" to the agreement but announced that the union was not consenting to the order because random drug testing involved a change in policy that would have to be negotiated with the union and the union would not consent to the order.

- The employer was not willing to meet with the union to negotiate proposed changes to the drug testing policy, although the union had requested to do so.

As a result, the union requested the Commission to restore the status quo ante, to order the employer to cease and desist from circumventing the union and from disciplining the officer based on the reinstatement agreement, among other remedies.

Shortly after filing its first complaint, the union offered to bargain over the issues involved in it. The parties agreed that the union would draft an agreement that would satisfy the parties and lead the union to withdraw the complaint. Granato also expected that the Commission would dismiss the complaint as untimely, but the unfair labor practices manager issued a preliminary ruling on April 7, 2005, which allowed the complaint to go forward.

On May 27, 2005, the parties held a routine meeting in which they discussed an internal investigation regarding Rummel. During that meeting, according to Granato's testimony in this proceeding:

- He reminded the union officials that they had promised to furnish language that would allow him to reinstate Rummel and settle the first unfair labor practice complaint.

- He commented that the union had delayed its proposal and had provided language that did not include withdrawing the first unfair labor practice complaint, although he implied that he did not object to such conduct.
- He also said that Rummel later injured himself and got into trouble again, and that he could not continue to "stick his neck out."[3]

The union representatives present at the meeting were appalled but did not react to the comments. They offered a different, more confrontational version of Granato's comments in their testimony. On July 5, 2005, the employer discharged Rummel.

The Examiner finds that the union proved its prima facie case.

- The union engaged in protected activity when it filed an unfair labor practice complaint on February 16, 2005, which is an action explicitly protected under RCW 41.56.140(3).
- The employer took adverse action against Rummel because the discharge deprived him of his employment, which is an ascertainable benefit. The Examiner will discuss the events leading to the discharge in the section analyzing the employer's explanation.
- The Examiner infers both union animus and a causal relationship between the protected activity and the adverse action from the timing of the decision to discharge Rummel; the hostility between the union and the employer; Granato's belief

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[3] This colloquial phrase means "to make oneself vulnerable." THE AMERICAN HERITAGE DICTIONARY, 2d College Ed., 1982, p. 1196.

that filing grievances was a hostile act[4] and that the union attempted to cause the employer to discharge him; and Granato's comments during the meeting.

Reinforcing the conclusion that a prima facie case exists here, the Examiner notes that on or around August 18, 2005, Granato spoke to the media about a department-wide random drug testing program that he wanted to implement. This points to the strength of his feelings on this particular issue and supports an inference that he would more likely express the aforementioned union animus in that area.

The Employer's Explanation

The employer argues that Rummel violated a "last chance employment agreement", which was good cause to discharge him, because Rummel violated police rules of conduct twice while the agreement was in place.

The "last chance employment agreement" was signed on November 18, 2002, by Rummel and the employer. They thereby agreed that the employer would suspend Rummel from duty for 350 hours because he had been cited for negligent driving while off duty, instead of discharging him. Rummel and the employer also agreed that Rummel would comply with all Yakima police department policies and procedures and civil service rules. Their agreement provided that the employer could discharge Rummel if he did not comply fully with the terms of the agreement during the following three years. The

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[4] Granato's perception is misguided: The collective bargaining agreement did not require that the union request informal discussions before it files a grievance, which is a formal request to discuss an issue initially with the officer's Division Commander.

parties discussed the extent of such a condition before Rummel signed the agreement.

The domestic violence and insubordination incidents

On October 31, 2004, police officers who worked for the employer intervened in an incident which involved Rummel and a co-worker who he had been dating. The employer understood that they had experienced domestic violence and the co-worker had reported that he had made several calls to her in a suicidal tone. On November 1, 2004, the employer ordered Rummel to abstain from contacting the co-worker at work. The employer's order notwithstanding, Rummel contacted the co-worker by telephone on December 6, 2004.

As a result of this incident, the employer placed Rummel on administrative leave on December 10, 2004, pending investigation of domestic violence and insubordination charges. A psychiatrist appointed by the employer determined that Rummel suffered from major depression and was not fit for duty. The psychiatrist released Rummel to resume working on February 17, 2005. The psychiatrist recommended that Rummel submit to random alcohol testing for a period of up to 90 days.

The employer offered to reinstate Rummel on March 17, 2005, subject to alcohol testing. The employer inquired repeatedly about the status of the union's proposal to allow Rummel to return to work. The union acquiesced in April 4, 2005, to such a proposal, but did not agree to a department-wide drug testing program or to withdraw the first unfair labor practice complaint.

Use of police identification

Rummel did not return to work because he suffered an injury and was involved in another incident. On April 1, 2005, before he could be

reinstated, Rummel showed his police identification to the employees of a bar, who then allowed him to enter without paying a cover charge. On April 15, the employer interviewed Rummel about the incident and the interviewer told him that he had not done anything wrong. Rummel asserted that he intended to pick up some friends who needed a ride, that the bar had a policy of allowing him to do so, and that the bar's employees requested to see the badge.

Termination

On May 2, 2005, Captain Copeland recommended that the employer discharge Rummel because he had violated the "last chance employment agreement." However, the employer interviewed Rummel again on May 16. On June 2, the employer notified Rummel that it would hold a pre-termination hearing because he had violated the agreement. In the notice of pre-termination hearing, the employer cited both the December 6, 2004, and April 1, 2005 incidents as basis to find that Rummel had violated the agreement. The employer notified Rummel that it had reason to believe that Rummel had showed the badge on his own initiative and used his position for personal benefit. The letter did not discuss the domestic violence charge. The employer held the pre-termination hearing on June 16, 2005 and discharged Rummel on July 5, 2005. On July 22, 2005, the union filed a grievance appealing the employer's action. The grievance is presently before an arbitrator, who will determine whether the employer had just cause to discharge Rummel.

Conclusion

The employer has met the burden of articulating a non-discriminatory reason to discharge Rummel. The "last chance employment agreement" clearly allowed the employer to discharge Rummel if it found that he had violated any of the rules or policies of the police department. The actions that the employer described violate such rules. However, the test does not end here.

Substantial Motivating Factor

The union argues that the employer's explanation was a pretext, and that the real reason to discharge Rummel was to retaliate against the union. An arbitrator will evaluate the propriety of the discharge, and the issue before the Examiner is whether the employer discharged Rummel substantially in reprisal because the union had declined to withdraw the previous unfair labor practice complaint.

Since the employer offered to reinstate Rummel in March 2005, the Examiner infers that the employer did not believe at the time that the violations were serious enough to warrant a discharge under the "last chance employment agreement." The interviewer's assurance that the unauthorized use of the badge in April 2005 was a minor issue supports the inference that the employer did not consider such conduct a violation of the agreement. It was certainly a less serious matter than the domestic violence and insubordination charges filed on December 2004, which could have resulted in an injury to himself or another employee.

But the employer's attitude changed after the following two events which occurred in April 2005:

- The union did not agree to a comprehensive drug testing plan, nor to withdraw the first unfair labor practice complaint as a condition to allow Rummel to resume work;
- The Commission issued a preliminary ruling on the first complaint.

In May 2005, the employer decided to use the agreement to discharge Rummel, and announced it soon after the critical discussion of May 27, 2005.

Granato's comments, in and of themselves, do not constitute discrimination. They are rather an expression of Granato's state of mind after he received the preliminary ruling on the first unfair labor practice complaint, which contrasted markedly with the disposition that the employer showed to reinstate Rummel before the preliminary ruling. The element that compels the Examiner to infer a causal connection between Granato's May 2005 comments (as he recounted them at the hearing), the first unfair labor practice complaint, and Rummel's discharge is Granato's decision to remind the union officials that they had promised to resolve both issues simultaneously. The Examiner notes that the union delivered its proposal on reinstating Rummel only 18 days after the employer requested it; that Granato did not mention the "last chance employment agreement" at all in his comments but brought up the previous complaint twice; and that the union's witnesses perceived a more clear link between the previous complaint and the investigation of Rummel's conduct in Granato's comments than he admits.

Granato alleged that he could not protect Rummel any further because of the April 2005 police identification incident, but his comments show that the second incident was important to him mostly because he had not been able to reinstate Rummel before the April 2005 incident and under his own terms, for which Granato held the union responsible. That incident was one of two factors that he took into account when he decided to discharge Rummel. His testimony reveals that the union's failure to withdraw the first complaint as he expected also weighed in his deliberations, and constituted a substantial motivating factor for his decision to discharge Rummel.

The Examiner cannot construe Granato's comments merely as an expression of frustration over the lack of a means to reinstate Rummel, because the union had proposed to submit Rummel to random

alcohol testing, which would have foreclosed a second unfair labor practice complaint. In cross-examination, Granato indicated he was disappointed that the union had not fulfill its promise to withdraw the first complaint. In that context, Granato's May 27 comments conveyed his frustration over the lack of a wider drug testing program.[5]

Having found in the prima facie stage of the analysis that the employer had shown union animus, the Examiner finds that the union's refusal to withdraw the first unfair labor practice complaint substantially motivated the employer's decision to discharge Rummel. The Examiner does not need to analyze the union's allegation that the employer committed an independent interference with collective bargaining rights because the finding that the employer discriminated against Rummel entails a derivative interference with collective bargaining rights.

Issue 2: Employer domination

Chapter 41.56 RCW is patterned after the National Labor Relations Act, and the legislative history of the federal statute is filled with arguments about the evils of employer involvement in unions

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[5] The employer argued in the previous case before PERC, which was unresolved when Rummel was discharged, that it had the right to implement disciplinary drug testing. In his comments of May 27, 2005, however, the chief communicated to the union that he could not keep Rummel in police service unless the union agreed to a department-wide drug testing policy or withdrew its complaint objecting to such practice. The inconsistency would have been justified if an examiner had already found for the union and ordered the employer to bargain on the drug testing policy, but the mere filing of the complaint before PERC in February 2005 did not bar the employer from exercising its discretion at the time, nor does it allow the employer to implement inconsistent policies.

and the collective bargaining rights of employees. *Clallam County Parks and Recreation District 1*, Decision 6285 (PECB, 1998). The legislature has forbidden employers from involving themselves in the internal affairs of unions, from showing a preference among two or more unions competing for the same group of employees, or from providing financial or other support to a union, any of which could compromise the independence of the "company union" as the exclusive bargaining representative of the employees. *Tacoma School District*, Decision 5466-D (EDUC, 1997).

The Commission has had few cases involving employer domination of or assistance to labor organizations, but has dealt with those situations firmly:

- In *Quillayute Valley School District*, Decision 2809-A (PECB, 1988), the Commission set aside an election because of an employer letter suggesting that employees consider an employer-established process as a legitimate alternative to collective bargaining on matters pertaining to their wages, hours, and working conditions. The employees were actually choosing between the union and "no representation." No other organization appeared on the ballot.

- In *Pierce County*, Decision 1786 (PECB, 1983), an "interference" violation was found upon facts giving rise to a mere suggestion of unlawful assistance, because the employer in that case clearly did not intend to control, dominate or provide assistance to an employee group. The examiner did not find that the employer had intended to unlawfully assist or to dominate a union under RCW 41.56.140(2) because the employer had terminated the use of its facilities and resources by an organization not certified as exclusive representative within a reasonable time after the employer learned about the use.

- In *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), the employer engaged in an attempt to dominate the union because its employees could have reasonably been led to believe that the employee committee was a viable alternative to union representation and attempted to undermine the union.

As stated in the first issue, Granato's comments indicated union animus. But they do not rise to the level of attempting to dominate the union, because the union's independence of action was not threatened. Therefore, the employer did not violate RCW 41.56.140(2).

Remedies

A union may file both a grievance and an unfair labor practice complaint concerning the same incident to protect separate statutory and contractual rights. *City of Yakima*, Decision 3564-A (PECB, 1991). The arbitrator and the examiner apply distinct standards applicable to each proceeding.

The employer alleges that Rummel would be ineligible to receive reinstatement after November 2005, and it requests that the Examiner hold another hearing regarding the appropriateness of full reinstatement. The employer contends that Rummel would have been unable to carry a firearm as a result of an order of protection that the Superior Court of Washington for Yakima County issued against Rummel on December 5, 2005. The document was marked as Exhibit 22, and the union objected to its admission. The Examiner reserved the ruling until the parties had filed briefs. The Examiner admits Exhibit 22 for the sole purpose of addressing the remedies. The order prohibits Rummel from attacking, harassing or contacting the co-worker who was involved in the October and December 2004 incidents or coming within 500 feet of her home or

workplace, until December 5, 2006. However, the order does not forbid Rummel from carrying a firearm but warns that the law would do so if he is convicted of domestic violence, which has not been shown. Therefore, the Examiner denies the employer's request but limits the order to reinstate Rummel and make him whole to such period as Rummel is eligible to hold the position.

FINDINGS OF FACT

1. The City of Yakima is a "public employer" within the meaning of RCW 41.56.030(1).

2. The Yakima Police Patrolman's Association is a "bargaining representative" within the meaning of RCW 41.56.030(3), and is the exclusive bargaining representative of an appropriate bargaining unit of law enforcement officers.

3. At all pertinent times, police officer Michael Rummel was a "public employee" of the employer within the meaning of RCW 41.56.030(2).

4. At all pertinent times, Samuel Granato was the chief of police of the employer and a "public employer" within the meaning of RCW 41.56.030(1).

5. On November 18, 2002, Rummel and the City of Yakima signed an agreement stipulating that the employer would suspend Rummel from duty for 350 hours and that Rummel would comply with any and all employer policies, under penalty of discharge.

6. On October 31, 2004, Rummel was involved in an incident that caused the City of Yakima to investigate Rummel for domestic violence, a violation of employer policies, and to order Rummel to abstain from contacting a co-worker. On December 6,

2004, and April 1, 2005, Rummel was involved in separate incidents that the City of Yakima found to constitute insubordination and unauthorized use of the police badge, both violations of employer policies.

7. The City of Yakima placed Rummel on administrative leave on December 10, 2004, pending investigation of the October and December 2004 incidents described in paragraph 6 of these findings of fact. On December 20, 2004, a mental health professional appointed by the City of Yakima determined that Rummel suffered from major depression and was not fit for duty, but cleared him to resume working on February 17, 2005. The professional recommended random alcohol testing for a period of no longer than 90 days.

8. During the first months of 2005, Granato sought authority to file grievances against the union for abusing the grievance procedure to compel the employer to discharge him.

9. The union filed an unrelated unfair labor practice complaint with the Public Employment Relations Commission on February 16, 2005. The union alleged in that complaint that the City of Yakima had circumvented the union when it agreed with a police officer the terms of his return to work, which included random drug testing. The union also alleged that the City of Yakima had thereby unilaterally changed its drug testing policy without providing the union an opportunity to bargain. On April 7, 2005, the Public Employment Relations Commission issued a preliminary ruling which allowed the complaint to go to a hearing.

10. On March 17, 2005, the City of Yakima requested a proposal from the union that would allow it to reinstate Rummel to work, subject to alcohol testing. The union submitted such

proposal on April 4, 2005, 18 days later, but did not agree to a department-wide drug testing program or to withdraw the unfair labor practice complaint described in paragraph 9 of these findings of fact. Rummel was not reinstated because he broke his hand and because of the April 2005 incident described in paragraph 6 of these findings of fact.

11. On May 27, 2005, Granato commented that the union had delayed delivering a proposal that would allow Rummel to resume work, and that the proposal had not included withdrawing the first unfair labor practice complaint. Granato added that he accepted the union's refusal to withdraw the complaint described in paragraph 9 of these findings of fact, but that Granato could not continue to make himself vulnerable because Rummel had broken his hand and participated in the April 2005 incident described in paragraph 6 of these findings of fact.

12. On July 7, 2005, the City of Yakima discharged Rummel for violating the terms of the agreement described in paragraph 5 of these findings of fact. On July 22, 2005, the union filed a grievance to overturn the discharge. At the time of the hearing on this case, the union had filed the grievance before an arbitrator.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.

2. The City of Yakima committed unfair labor practices in violation of 41.56.140(1) and (3) when it discharged Michael Rummel to retaliate against the union for filing an unfair labor practice complaint before the Public Employment Relations Commission.

ORDER

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

1. CEASE AND DESIST from:

   a. Discriminating against employees in regard to tenure of employment or any term or condition of employment, in reprisal for their union's filing unfair labor practice complaints.

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

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

   a. Offer Michael Rummel immediate and full reinstatement to his position as a police officer and make him whole by paying back pay and benefits in the amounts he would have earned or received from the date of the unlawful discharge to the effective date of the unconditional offer of reinstatement made pursuant to this order, or during such period as Rummel is eligible to hold the position. Such back pay shall be computed, with interest, in accordance with WAC 391-45-410.

   b. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto. Such notices shall be duly signed by an authorized representative of the respondent,

and shall remain posted for 60 days. Reasonable steps shall be taken by the respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Read the notice attached to this order into the record at a regular public meeting of the board of trustees of Renton Technical College, 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.

d. 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 attached to this order.

e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the Executive Director with a signed copy of the notice attached to this order.

ISSUED at Olympia, Washington, this 20th day of October, 2006.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

CARLOS R. CARRIóN-CRESPO, 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.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE WASHINGTON PUBLIC EMPLOYMENT RELATIONS COMMISSION CONDUCTED A LEGAL PROCEEDING IN WHICH ALL PARTIES HAD THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION RULED THAT WE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF STATE COLLECTIVE BARGAINING LAWS, AND ORDERED US TO POST THIS NOTICE TO EMPLOYEES:

WE UNLAWFULLY discharged Michael Rummel to retaliate against the union for filing an unfair labor practice complaint before the Public Employment Relations Commission.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL offer Michael Rummel immediate and full reinstatement to his position as a police officer and make him whole by paying back pay and benefits in the amounts he would have earned or received from the date of the unlawful discharge to the effective date of the unconditional offer of reinstatement made pursuant to this order, or during such period as Rummel is eligible to hold the position. Such back pay shall be computed, with interest, in accordance with WAC 391-45-410.

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.

DATED: _____ CITY OF YAKIMA

BY: _____
Authorized Representative

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

This notice must remain posted for 60 consecutive days, and must not be altered or covered by any other material. Questions about this notice or compliance with the Commission's order may be directed to the Public Employment Relations Commission (PERC), 112 Henry Street NE, Suite 300, PO Box 40919, Olympia, Washington 98504-0919. Telephone: (360) 570-7300. The full decision will be published on PERC's web site, www.perc.wa.gov.