STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

PASCO POLICE OFFICERS' ASSOCIATION,	)	
Complainant,	)	CASE 9043-U-91-2001
vs.	)	DECISION 4197-B - PECB
CITY OF PASCO,	)	
Respondent.	)	DECISION OF COMMISSION ON REMAND

Aitchison, Hoag, Vick and Tarantino, by Victor I. Smedstad, Attorney at Law, appeared for the complainant at the hearing; Cline & Emmal, by James M. Cline, Attorney at Law, appeared in the proceedings on remand.

Greg A. Rubstello, City Attorney, appeared for the respondent at the hearing; Ogden, Murphy Wallace, P.L.L.C., by Greg A. Rubstello, Attorney at Law, appeared in the proceedings on remand.

This case comes before the Commission on remand from the Superior Court of Franklin County.[1] We find that, by directly corresponding with a bargaining unit employee in October of 1990 concerning a reduction of a training reimbursement amount owed by the employee, without involving the union, the employer circumvented the exclusive bargaining representative and committed an unfair labor practice in violation of RCW 41.56.140(4).

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[1] See, City of Pasco, Decision 4197-A (PECB, 1992), reversed in part and remanded, City of Pasco vs. Pasco Police Officers' Association, WPERR CD- (Franklin County Superior Court, 1998).

BACKGROUND

The City of Pasco (employer) and Pasco Police Officers' Association (union) were parties to collective bargaining agreements covering the years 1987-88, 1989-90 and 1991-1992, covering law enforcement officers who are "uniformed personnel" under RCW 41.56.030(7).

Historically, the employer required applicants for employment to sign a "training expense reimbursement" contract prior to commencing work in the bargaining unit represented by the union. Although the employer offered Dan Reierson employment as a police officer during or about August of 1988, it apparently did not obtain applicant Reierson's signature on a training expense reimbursement before he became employee Reierson.

On August 15, 1988, the employer presented employee Reierson with a document titled "Binding Contract for Reimbursement of Hiring and Training Expenses". That document read, in pertinent part:

> WHEREAS, the applicant identified below acknowledges that the City of Pasco will incur substantial expenses in the process of training the undersigned to be a commissioned police officer, and
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> WHEREAS, it is acknowledged by the undersigned that these expenditures are expected to be recaptured through services by the applicant with the City police force after completion of said training and that the City will suffer substantial detriment if the undersigned should take employment elsewhere during a period of time for two years following completion of all required training.
>
> NOW, THEREFORE, it is hereby agreed as follows:
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> ...
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> 1. Reimbursement Obligation. I, Dan Reierson, hereafter the "Applicant," in consideration of the agreement by the City of

> Pasco Police Department ... to provide me with formal police training through the Basic Police Academy, do hereby agree that in the event my employment with the Department ceases due to any cause other than "termination" as defined below, within 24 months from commencement of full-time service as a police officer subsequent to completion of the period of academy training, I will reimburse the City for all expenses incurred in connection with my hiring and training. ...

The contract indicated the reimbursement would be calculated on a pro-rata basis,[2] so an officer working 12 months for the employer would owe only one-half of the training costs. An officer leaving the department within 24 months had an additional 24 months in which to make the reimbursement payment.

Reierson signed the "Binding Contract for Reimbursement of Hiring and Training Expenses". He testified that he did not agree with the contract when he signed it, but that he did not object beyond the department level because he was reluctant to "make waves" while he was a probationary employee.

Reierson completed the basic law enforcement training course on December 23, 1988. Slightly over 21 months later, on October 2, 1990, Reierson submitted a resignation to the employer, as follows:

> This is my letter of resignation from the Pasco Police Department. I will resign at the end of my shift on October 19, 1990. The effective resignation date will be October 20, 1990. I would like to thank this department for the experience and training that I have received. I have enjoyed my stay here and I

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[2] One-twelfth of the total reimbursement obligation was to be forgiven for each nine weeks of continuous full-time employment subsequent to completion of the training.

> received. I have enjoyed my stay here and I have enjoyed the people I have worked with. I am sure this will benefit me throughout my law enforcement career.

The employer responded by giving Reierson a "Letter of Voluntary Resignation" form to fill out. Reierson signed that form on October 3, 1990, indicating his reason for leaving was to take "a police officer position with the East Wenatchee Police Department".

The employer next prepared a worksheet titled "Hiring and Training Reimbursement Agreement for Danny Reierson", in which it calculated the costs of hiring and training at $6,191.25. Reierson was credited, under the pro-rata provision, for 88.25% of the total work days available from the completion of his last academy training through the effective date of his resignation, and with $5,463.78 of the total training costs. The employer sought reimbursement of the remaining $727.47 from Reierson, under the contract quoted above. Reierson received a copy of that worksheet.

Reierson responded that he objected to the worksheet, and he asserted that the contract was invalid and unenforceable as against him. In particular, Reierson objected that he was not informed of the reimbursement policy at the time he was hired. The record suggests Reierson talked with union representatives about the issue, but the precise timing of that discussion cannot be ascertained from this record. There is no indication that the union took up the issue with the employer at that time.

By letter of October 18, 1990, City Manager Gary Crutchfield responded to Reierson's objections. Crutchfield stated:

> I have confirmed through my discussion with the Personnel Office, as well as the Police

> not informed prior to your selection that you would be required to sign such a contract. I must note, however, that you did not raise any objection at the time you did sign the contract and, in all likelihood, you would have signed the Contract in any event (as you and I acknowledged during our discussion yesterday). In the interest of fairness and in recognition that both you and city management should have addressed this issue when it occurred, I have decided to "share the burden" and reduce your remaining obligation under the Contract by 50 percent. Consequently, the remaining obligation under the Contract is $363.74.

The employer produced another worksheet, in which the reimbursement liability was reduced to $363.74.

Reierson's last shift was on October 19, and he did not receive the employer's letter until October 22, 1990.[3] Reierson did not consult with union officers about the employer's letter, and he signed a copy of the second "worksheet" documents on October 22, 1990.[4] In a cover letter of the same date, Reierson indicated, "I have decided to accept your offer to 'share the burden' and reduce my hiring and training reimbursement obligation by 50 percent." Reierson agreed to pay $15.15 a month for 24 months thereafter.

The union filed the complaint charging unfair labor practices on February 25, 1991. The union alleged that the employer had unilaterally initiated a practice of having individuals sign a

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[3] The record indicates that Reierson was "out of town" in the intervening period.

[4] A copy of this worksheet attached to the complaint contains a handwritten note by Reierson, as follows: "I don't feel at this time that the contract is valid. I will wait until the Police Association attorney has a chance to talk with the Pasco City Attorney."

post-employment contract for the reimbursement of training costs, when it required Officer Reierson to sign such a contract after he began his employment in the bargaining unit.[5]

After a hearing, an Examiner dismissed the complaint on the training reimbursement issue. The Examiner found that the policy enforced against Reierson in 1990 had existed at the time of his hire,[6] and that it existed continually during his employment, so that the employer's enforcement of the contract incorporating the policy was not a "unilateral change" giving rise to a duty to bargain. The Examiner found the employer's demand for reimbursement from Reierson of his hiring and training costs was consistent with the policy continuously in effect before and during Reierson's employment. The union petitioned for Commission review of that decision.

The Commission issued its decision on January 20, 1994, reversing the Examiner's decision. The Commission concluded that:

(1) In the absence of evidence that the union knew or reasonably should have known, prior to August 25, 1990, of Reierson's post-hire signing of a training reimbursement contract,

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[5] In addition to the allegations of concern here, the union complained that the employer refused to bargain a change in a board of review and point system. Two separate cases were docketed, but they were later consolidated. The Commission found the employer committed an unfair labor practice by unilaterally eliminating the board of review and related point system. City of Pasco, Decision 4198-A (PECB, 1992). The Franklin County Superior Court affirmed the Commission's ruling on that issue, and it is not before the Commission at the present time.

[6] The union did not attack the practice of requiring new employees to sign pre-hire contracts for reimbursement of training expenses, which it acknowledged had been in existence since before October of 1989.

the complaint charging unfair labor practices was not time-barred by RCW 41.56.160. The Commission thus concluded that the employer unlawfully circumvented the exclusive bargaining representative, by dealing directly with Reierson in the signing of the training expense reimbursement contract in 1988.

(2) The Commission concluded that the employer failed and refused to bargain with the exclusive bargaining representative by its attempt to enforce the training expense reimbursement contract after October 2, 1990, and by its direct dealings with Reierson concerning compromise of that enforcement in October of 1990.

The employer petitioned for judicial review and the union filed a cross-petition for enforcement, both under the Administrative Procedure Act (APA), Chapter 34.05 RCW. The Superior Court for Franklin County entered an order on October 19, 1998, affirming the Commission's decision insofar as it held: (a) The training reimbursement contract constituted a mandatory subject of collective bargaining; (b) the employer was not absolved of potential unfair labor practice liability by the fact that its actions impacted only one individual, or by the fact that its actions with respect to the individual took place after the individual left employment; and (c) the employer had received adequate notice of the nature of the union's complaint, so there was no violation of the employer's due process rights that may have been caused by the manner in which the Commission interpreted the scope of the union's complaint. The court reversed the Commission's decision, however, as to the effect of the six-month statute of limitations. The court ruled that the statute of limitations was not tolled during the period from 1988 until the date in late-1990 when union officials first allegedly learned about such negotiations, stating:

> PERC erred by imposing a burden on the city to establish that PPOA officials had learned

> about the negotiations in question on an earlier date than they claimed, rather than requiring the PPOA to prove an absence of knowledge about the negotiations in question until a particular date. ...
>
> [T]he evidence that was in the record before PERC was insufficient to allow the PPOA to meet its above-referenced burden. ...
>
> [T]he portion of the PPOA's unfair labor practice [complaint] herein that was based upon the city's actions in initially negotiating a training expenses reimbursement contract should have been dismissed as being untimely, since it was based upon actions which occurred more than six months prior to PPOA's filing with PERC of the unfair labor practice at issue.

The court noted that the unfair labor practice complaint was based, in part, upon the employer's conduct within the six months prior to the filing of the complaint (i.e., the employer's attempt to enforce the training expenses reimbursement contract with Reierson in October of 1990), and it remanded the case to the Commission for further proceedings with direction to decide: (1) Whether any employer conduct within six months of the date the unfair labor practice complaint was filed was sufficient, in and of itself, to constitute an unfair labor practice; and (2) if so, what is the appropriate remedy.

The Commission solicited written positions from the parties concerning the issues to be decided on remand.

POSITIONS OF THE PARTIES

The union notes that the Commission previously found the employer's attempts to enforce the training reimbursement contract and its

efforts to negotiate a compromise payment with Reierson constituted an unfair labor practice. It argues that the same result is called for upon remand. The union contends that the determination of an unfair labor practice is consistent with case law relating to direct dealing. It points out that employee training affects working conditions and that deductions from pay affect wages, so that the employer's actions affect mandatory subjects of collective bargaining. The union argues the employer negotiated directly with Reierson regarding the enforcement of a contract it had illegally negotiated with him, that it offered a compromise to Reierson, and that these events took place within the six-month period for which the complaint was timely. As to remedy, the union urges the Commission to reinstate the earlier order requiring the employer to reimburse Reierson for monies paid by him as a result of the employer's illegal actions in enforcing the contract.

The employer argues that the Commission has no jurisdiction over the employer's enforcement of the training expense reimbursement contract, because Reierson was no longer an employee of the City of Pasco when he received the letter containing the compromise offered by the city manager. The employer contends that the union's bargaining rights (and the employer's bargaining obligations) do not extend to individuals outside the bargaining unit. The employer also points out that the original contract signed by Reierson in 1988 did not call for any deduction from Reierson's pay while he was still an employee and member of the bargaining unit represented by the union, and that enforcement of that contract in October of 1990 does not change the statute of limitations for the signing of the contract. The employer contends that Reierson was only asked to do in 1990 what he was obligated to do by the contract he signed in 1988, and that the events of 1990 have no relevance outside of the 1988 signing of the agreement.

DISCUSSION

The Legal Standards

RCW 41.56.030(2) defines "public employee" as any employee of a public employer, with certain exceptions not relevant here. RCW 41.56.040 outlines the right of public employees to organize and designate representatives of their own choosing for the purposes of collective bargaining, as follows:

> No public employer, or other person, shall directly or indirectly, **interfere with, restrain, coerce, or discriminate against any public employee or group of public employees** in the free exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, or in the free exercise of any other right under this chapter.

[Emphasis by **bold** supplied.]

Collective bargaining is defined in RCW 41.56.030(4) as a relationship between an employer and an organization which holds status as an exclusive bargaining representative. See, RCW 41.56.080.

RCW 41.56.140 enumerates the employer actions outlawed as unfair labor practices, as follows:

> It shall be an unfair labor practice for a public employer:
>
> (1) To **interfere with, restrain, or coerce** public employees in the exercise of their rights guaranteed by this chapter;
>
> (2) To control, dominate or interfere with a bargaining representative;
>
> (3) To discriminate against a public employee who has filed an unfair labor practice charge;

(4) **To refuse to engage in collective bargaining.**

[Emphasis by **bold** supplied.]

Where employees have exercised their right to organize for the purposes of collective bargaining, their employer is obligated to deal only with the designated exclusive bargaining representative on matters of wages, hours and working conditions. RCW 41.56.100; RCW 41.56.030(4). Under such circumstances, an employer may not circumvent the exclusive bargaining representative through direct communications with bargaining unit employees. See, Seattle-King County Health Department, Decision 1458 (PECB, 1982), where an employer was found to have committed an unfair labor practice by negotiating directly with bargaining unit employees concerning possible layoffs; City of Raymond, Decision 2475 (PECB, 1986), where an employer unlawfully dealt with bargaining unit employees concerning proposed changes in wages and working conditions; and Washington State Patrol, Decision 4757-A (PCB, 1995), where an employer engaged in unlawful circumvention by dealing directly with a bargaining unit employee on a settlement agreement and a waiver of the just cause provisions of a collective bargaining agreement.

Application of Legal Standards

Timeliness of the Complaint -

The complaint in this case is timely for the entire period from Reierson's letter of resignation through at least the end of his last day of work, on October 19, 1990.

Mandatory Subject of Bargaining -

A "circumvention" violation arises under RCW 41.56.140(4) only when the subject matter of a direct communication is a mandatory subject

of collective bargaining. See, City of Wenatchee, Decision 2216 (PECB, 1985), and Aberdeen School District, Decision 3063 (PECB, 1988). The Superior Court has taken care of this potential issue for us, however.

In its brief to the superior court (which is incorporated, in part, by reference in its brief to the Commission on remand), the employer argued that the agreement to reduce Reierson's reimbursement obligation did not provide for any deductions from wages, and did not affect wages. The Superior Court rejected that claim, and affirmed the Commission's earlier ruling that the training expense reimbursement contract affected a mandatory subject of collective bargaining. Indeed, the training reimbursement contract was designed to recoup training monies spent on employees who did not remain with the employer. The longer an employee remained with the employer, the less the employee was obligated to reimburse. The employee is rewarded for long service, in much the same way as long-service employees are rewarded under contractual "longevity" systems and "vacation" systems which add to the annual time off as tenure of employment increases. Such benefits are an alternative form of "wages", and are bargainable as such. See, e.g., Clover Park School District, Decision 6072-A (EDUC, 1997). The reduction of the reimbursement also affected "wages", so that the employer's October 18, 1990 letter concerned a mandatory subject of bargaining.

Circumvention of the Union -

We are not persuaded by the employer's argument that there were no "negotiations" between the employer and Reierson while Reierson was still an employee and member of the bargaining unit. We have reviewed the evidence, and conclude that the employer's arguments ignore the established facts:

- At some time between Reierson's letter of resignation and his last day of work, the employer gave him a copy of the work-sheet showing the calculation of his hiring/training costs and the credits for his time worked, leaving him with a balance due of $727.47. Reierson voiced objection that he was not told of the training expense reimbursement contract before he was hired. Although the employer may not have seen itself as "negotiating" with Reierson at that time, and did not offer any compromises at that time, its conduct must be evaluated in light of its subsequent actions.

- We have re-confirmed that the city manager sent a letter to Reierson on October 18, 1990, in which the city manager offered a compromise expressly in response to the objections Reierson stated during the earlier meeting. It is clear that the reduction of the amount due to $363.74 was advanced by the employer while Reierson was still a bargaining unit employee.

- RCW 41.56.140 regulates employer actions, and the Commission is in the business of enforcing that statute. In this case, the employer's action in sending the October 18 letter must be evaluated separate and apart from the actual receipt later by Reierson, and from the finalization of the agreement between the employer and Reierson.

- Chapter 41.56 RCW reinforces collective bargaining relation-ships between employers and unions. Having listened to Reierson's objections, the employer tried to compromise with him without bringing the union into the discussion (or even making the union aware of the discussion as would have been required under RCW 41.56.080 even if the individual employee chose to pursue a grievance without union assistance). In the

absence of any claim or evidence that the city manager timed his letter (offer) to be received by Reierson after the end of Reierson's last work shift on October 19, an inference is available that the city manager was simply oblivious to his obligation to bargain this matter with the union.

The Superior Court for Franklin County expressly stated that the fact that some of the events took place after Reierson left employment with the City of Pasco do not absolve the employer of unfair labor practice liability.[7]

We also remain unpersuaded by the employer's argument that the only communication to Reierson regarding a change in the amount due was received by him after he left employment:

- Nothing in the record suggests the employer's October 18 offer would have been unavailable if Reierson had walked into the city manager's office on October 18 or 19, or if he had received the letter before the end of his shift on October 19. Because the offer was ***made*** while Reierson was still on the payroll, it makes no difference that he did not actually receive it until after the effective date of his resignation.

- Reierson's acceptance(s) of the offered compromise on October 22, 1990 were in direct response to offers unlawfully made by the employer in circumvention of the union, so the delay in Reierson's acceptance cannot absolve the employer of its unlawful action.

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[7] We interpret the Court's direction to mean that the fact the reduction of Reierson's reimbursement was not accepted until after he left employment does not absolve the employer of liability for any unlawful actions prior to Reierson's leaving.

In legal argument to Superior Court for Franklin County, the employer cited Morton School District, Decision 5838 (PECB, 1997), as authority for the proposition that bargaining rights and obligations do not extend to the wages, hours or working conditions of persons outside of the bargaining unit. Apart from the fact that the case is cited for a point taken out of context,[8] we find it inapposite because of the facts showing the unlawful offer was advanced while Reierson was still a bargaining unit employee.

The employer's conduct on October 18, 1990 took place within the six-month period for which this complaint filed on February 25,

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[8] In Morton, an employer was found to have committed unfair labor practices by discriminating against two teachers in reprisal for their union activity under the Educational Employment Relations Act, Chapter 41.59 RCW. The "res" of the discrimination actually involved denial of part-time jobs outside of the teacher bargaining unit. In the course of his decision, the Examiner in that case limited the scope of the proceedings with notation that the complaining union had no legal standing to pursue "unilateral change" claims concerning jobs outside of the certificated employee bargaining unit. The full text of the language cited by the employer in this case was:

> Bargaining rights and obligations do not extend to the wages, hours or working conditions of persons outside of the bargaining unit. In the aftermath of Castle Rock, supra, it is now clear that the Morton Education Association has no legal standing, as exclusive bargaining representative of the certificated employees of the Morton School District, to pursue any "unilateral change" claims concerning coaching jobs outside of the certificated employee bargaining unit. Any such claims are not before the Examiner in this proceeding.

In Castle Rock School District, Decision 4722-B (PECB, 1994), the Commission required the separation of non-certificated extracurricular positions from certificated bargaining units.

1991 was timely, and was sufficient, in and of itself, to constitute an unfair labor practice.

Remedy

In creating the Commission, the Legislature expressed its intention to achieve:

> [E]fficient and expert administration of public labor relations administration and to thereby ensure the public of quality public services.
>
> RCW 41.58.005.

RCW 41.56.160 authorizes the Commission to determine and remedy unfair labor practices. The fashioning of remedies is a discretionary action of the Commission. RCW 41.56.160(2) states:

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

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

The union urges the Commission to reconfirm the remedy ordered in its previous decision, that is, to reimburse Reierson for any monies paid by him as a result of the employer's illegal actions. The employer did not brief the issue of remedies on remand.

The employer's October 18, 1990 letter inherently acknowledged that the objections advanced by Reierson (i.e., that he was unaware of the training reimbursement policy until after he became an employee) had merit. The employer was clearly willing to split the difference with Reierson, in the absence of Reierson having the benefit of union representation. Because the employer excluded the union from its rightful role as "exclusive bargaining representative" under RCW 41.56.080 and 41.56.030(4) in October of 1990, it is impossible to know what the outcome of legally-required good faith bargaining at that time would have been. We thus find that an order requiring the employer to withdraw all claims for reimbursement (and to refund any monies paid by Reierson as a result of the circumventing negotiations) will both put the employee back in a situation that is a logical outgrowth of the weak basis for the employer's reimbursement demand, and a reinforcement of the collective bargaining process.

NOW, THEREFORE, the Commission, makes the following:

ORDER

I. With respect to the issues on remand from the Superior Court of Franklin County in Case 9043-U-91-2001, the Commission makes the following findings of fact:

1. The City of Pasco is a public employer within the meaning of RCW 41.56.020 and 41.56.030(1).

2. The Pasco Police Officers' Association, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of law enforcement officers employed by the City of Pasco.

3. From an unspecified date prior to August 1, 1988, and continuing through October 19, 1990, the City of Pasco had a policy in effect under which applicants for employment as police officer were required to sign a training expense reimbursement contract providing that an employee who voluntarily left employment within 24 months after the completion of certain training was required to reimburse the employer for a pro-rata portion of the employer's costs for hiring and training that employee.

4. Dan Reierson commenced employment with the City of Pasco on or about August 1, 1988, as a police officer within the bargaining unit represented by the Pasco Police Officers' Association.

5. The employer neglected to obtain Reierson's signature on a training expense reimbursement contract prior to the commencement of his employment, and it sought to rectify that error by having him sign such an agreement on August 15, 1988.

6. Reierson resigned his employment with the City of Pasco in October of 1990, which was less than 24 months after completing his training, and the City of Pasco demanded reimbursement from him for a pro-rata portion of the employer's hiring and

training costs. Reierson objected that he should not be liable for any reimbursement of training expenses, because he was not made aware of the training expense reimbursement requirement until after he commenced his employment with the City of Pasco.

7. On October 18, 1990, while Reierson remained an employee within the bargaining unit represented by the union, the employer's city manager issued a letter directly to Reierson in which he responded to Reierson's objections by making an offer of compromise of the amount claimed by the employer. The employer did not provide notice to the Pasco Police Officers' Association, and failed or refused to make its compromise offer through that organization as Reierson's exclusive bargaining representative.

8. Reierson's acceptance of the employer's compromise proposal on the training expense reimbursement matter was the result of the direct negotiations between himself and the employer.

II. With respect to the issues on remand by the Superior Court of Franklin County in Case 9043-U-91-2001, the Commission makes the following 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 employer's practices concerning pro-rata reimbursement by short-term employees for their hiring and training expenses affect a mandatory subject of collective bargaining under RCW 41.56.030(4).

3. By negotiating directly with Dan Reierson on October 18, 1990, while Reierson remained an employee within the bargaining unit represented by the Pasco Police Officers' Association, and by acting without involving the union in those negotiations, the City of Pasco circumvented the exclusive bargaining representative and committed an unfair labor practice under RCW 41.56.140(4) and (1).

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

1. CEASE AND DESIST from:

   a. Failing and refusing to bargain collectively, in good faith, with the Pasco Police Officers' Association, as the exclusive bargaining representative of employees in the Pasco Police Department.

   b. Circumventing the Pasco Police Officers' Association, by direct dealings with employees in the bargaining unit represented by that organization, concerning any matters of wages, hours or working conditions within the meaning of Chapter 41.56 RCW.

   c. In any other manner, interfering with, restraining or coercing its employees in their 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. Withdraw and cancel all demands for reimbursement from Dan Reierson for any portion of his hiring and training expenses.

b. Reimburse Dan Reierson for any money paid by him under the settlement agreement proposed by the employer on October 18, 1990. Such reimbursement shall be with interest, computed as per WAC 391-45-410, at the interest rates used by the Superior Court for Franklin County during the period since October 20, 1990.

c. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix". Such notices shall be duly signed by an authorized representative of the above-named respondent, and shall remain posted for 60 days. Reasonable steps shall be taken by the above-named respondent to ensure that such notices are not removed, altered, defaced, or covered by other material.

d. Notify the above-named complainant, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice required by the preceding paragraph.

e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within 30 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time

provide the Executive Director with a signed copy of the notice required by this order.

Issued at Olympia, Washington, on the 16th day of February, 1999.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARILYN GLENN SAYAN, Chairperson

SAM KINVILLE, Commissioner

JOSEPH W. DUFFY, Commissioner

APPENDIX

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION, A STATE AGENCY, HAS HELD A LEGAL PROCEEDING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE AND ARGUMENT. THE COMMISSION HAS FOUND THAT WE HAVE COMMITTED UNFAIR LABOR PRACTICES IN VIOLATION OF A STATE COLLECTIVE BARGAINING LAW, AND HAS ORDERED US TO POST THIS NOTICE TO OUR EMPLOYEES:

WE WILL NOT circumvent the Pasco Police Officers' Association by direct dealings with bargaining unit employees on matters of wages, hours or working conditions.

WE WILL withdraw and cancel all demands for reimbursement from Dan Reierson for any portion of his hiring and training expenses.

WE WILL reimburse former employee Dan Reierson for all funds paid by or withheld from him under the settlement agreement proposed by the employer on October 18, 1990, involving monies due under a training expense reimbursement contract. Such reimbursement shall be with interest, at the interest rates used by the Superior Court for Franklin County.

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 PASCO

BY: _____
Authorized Representative

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

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