

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 469,

Complainant,

vs.

CITY OF YAKIMA,

Respondent.

CASES 24266-U-11-6217
24268-U-11-6218

DECISIONS 11352 – PECB
11353 – PECB

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

Emmal Skalbania & Vinnedge, PSC, by *Sydney D. Vinnedge*, Attorney at Law,
for the union.

James T. Mitchell, Assistant City Attorney, for the employer.

On September 21, 2011, International Association of Fire Fighters, Local 469 (union) filed two unfair labor practice complaints with the Public Employment Relations Commission, naming the City of Yakima (employer) as the respondent. The union filed complaints on behalf of two bargaining units, an approximately 80-member unit of firefighters and a three-member unit of battalion chiefs. The union alleged in each complaint that the employer unilaterally changed the number of hours that can be worked consecutively by bargaining unit members, without providing an opportunity for bargaining. Unfair Labor Practice Manager David I. Gedrose reviewed the complaints under WAC 391-45-110 and issued preliminary rulings on September 27, 2011, finding causes of action and consolidating the cases for hearing under WAC 10-08-085. On October 25, 2011, the Commission assigned the matter to Examiner Stephen W. Irvin, who presided over a hearing on January 4, 2012. The parties filed post-hearing briefs for consideration.

ISSUE

Did the employer unilaterally change the number of hours that can be worked consecutively by battalion chiefs and firefighters, without providing an opportunity for bargaining?

Based on the record as a whole, I find that the employer failed to provide an opportunity for bargaining before unilaterally changing the number of hours that can be worked consecutively by battalion chiefs and firefighters.

APPLICABLE LEGAL STANDARDSDuty to Bargain/Unilateral Changes

A public employer covered by the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, has a duty to bargain with the exclusive bargaining representative of its employees. RCW 41.56.030(4). "[P]ersonnel matters, including wages, hours, and working conditions" of bargaining unit employees are characterized as mandatory subjects of bargaining. *King County*, Decision 10547-A (PECB, 2010); *Federal Way School District*, Decision 232-A (EDUC, 1977), citing *NLRB v. Borg-Warner Corp.*, 356 U.S. 342 (1958). The parties' collective bargaining obligations require that the status quo be maintained regarding all mandatory subjects of bargaining, except where such changes are made in conformity with the statutory collective bargaining obligation or the terms of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff'd*, 117 Wn.2d 655 (1991); *Spokane County Fire District 9*, Decision 3661-A (PECB, 1991). An employer that fails or refuses to bargain in good faith on a mandatory subject of bargaining commits an unfair labor practice. RCW 41.56.140(4) and (1).

When subjects relate to both conditions of employment and managerial prerogatives, the Commission applies a balancing test on a case-by-case basis to determine whether an issue is a mandatory subject of bargaining. The inquiry focuses on which characteristic predominates. *International Association of Fire Fighters, Local 1052 v. PERC*, 113 Wn.2d 197, 200 (1989). While management decisions concerning budgets and programs tend to fall into the "permissive" category, the impacts/effects of such decisions on employee wages, hours and working conditions are "mandatory" subjects.

An employer violates RCW 41.56.140(4) and (1) if it implements a unilateral change of a mandatory subject of bargaining without having fulfilled its bargaining obligations. As a general rule, an employer has an obligation to refrain from unilaterally changing terms or conditions of employment unless it: (1) gives notice to the union; (2) provides an opportunity for bargaining prior to making a final decision; (3) bargains in good faith, upon request; and (4) bargains to agreement or impasse concerning any mandatory subjects of bargaining. *Skagit County*, Decision 8746-A (PECB, 2006).

For employees like these who are eligible for interest arbitration, an employer may not unilaterally implement its desired change to a mandatory subject after bargaining to a lawful impasse, but rather must obtain an award through interest arbitration. *Snohomish County*, Decision 9770-A (PECB, 2008). The interest arbitration requirements are also applicable to situations where an employer desires to make a mid-term change to a mandatory subject. *City of Yakima*, Decision 9062-A (PECB, 2006).

In determining whether an unfair labor practice has occurred, the totality of the circumstances must be analyzed. *State – Washington State Patrol*, Decision 10314-A (PECB, 2010); *Walla Walla County*, Decision 2932-A (PECB, 1988). The evidence must support the conclusion that the respondent's total bargaining conduct demonstrates a failure or refusal to bargain in good faith or an intention to frustrate or avoid reaching an agreement. *City of Clarkston (International Association of Fire Fighters, Local 2299)*, Decision 3246 (PECB, 1989).

ANALYSIS

Among the four bargaining units the union represents within the Yakima Fire Department are an approximately 80-member unit of firefighters and a three-member unit of battalion chiefs, who are the firefighters' direct supervisors. The events leading to the union's complaints occurred while the firefighter and battalion chief bargaining units were working under the terms of separate collective bargaining agreements (CBA) in effect from January 1, 2011, through December 31, 2011.

In addition to their firefighting duties, the employer's firefighters are certified as Emergency Medical Technicians (EMTs) who are able to provide Basic Life Support (BLS) services that include first aid, cardiopulmonary resuscitation, and basic airway management. When emergency medical services are required, firefighters are dispatched along with an ambulance from one of the private ambulance companies that operate within Yakima County – Advanced Life Systems, American Medical Response, or White Swan Ambulance. The employees of the private ambulance companies are trained paramedics who are charged with providing Advanced Life Support (ALS) services that include advanced airway management, cardiac monitoring, and administration of controlled substances.

Since 2007, the members of the employer's firefighter and battalion chief bargaining units have worked a 48-96 schedule, in which they are on duty for 48 consecutive hours and then off duty for 96 consecutive hours. When overtime is necessary, the parties are guided by Chapter 2, Section 2 (Overtime Hours) of the employer's administrative policy manual. The portions of the policy relevant to this discussion are 2.02.02 (Manpower Shortage), 2.02.03 (Hiring List), 2.02.04 (Order of Hiring List), and 2.02.07 (Continuous Duty), which read as follows at the beginning of 2011:

2.02.02 Manpower Shortage

If a manpower shortage occurs on a shift, a person shall be hired at time and one-half, unless otherwise specified by Collective Bargaining Agreement, to bring the shift up to minimum strength (see SOP 3.001 & 3.009).

1. In the event of a vacancy created by the shift Battalion Chief due to the use of Kelly Days, vacation time, holiday time, union leave, administrative leave, or sick/disability leave, the Department shall fill the position in the following manner:
 - a) If the on-duty shift has a qualified Captain available without compromising the minimum staffing then an on-duty qualified Captain shall fill the vacant Battalion Chief position.
 - b) If on-duty shift personnel are unable to fill the Battalion Chief vacancy with an on-duty Captain then an off-duty Battalion Chief shall be offered the opportunity to backfill the vacant Battalion Chief position.
 - c) If there are no off-duty Battalion Chiefs available to backfill the vacant position then a qualified on-duty Captain of the shift with the vacancy

shall be “bumped-up” to the acting Battalion Chief position. An off-duty Captain shall then be hired to fill the vacancy created by the on-duty Captain’s vacancy.

- d) If there are no qualified on-duty Captains available on the vacant Battalion Chief’s shift then a qualified off-duty Captain shall be offered the work.
- e) The roster will be set by 2100 hours of the shift before the affected shift.

2. In the event of a vacancy created due to any other circumstances, the overtime hiring due to manpower shortage shall be accomplished by hiring of personnel for the position creating the manpower shortage.

2.02.03 Hiring List

Hiring lists shall be maintained at Station #91 for hiring and separated in respective ranks as follows.

- Battalion Chief: Names of all Battalion Chiefs
- Acting Battalion Chief: Names of all qualified Acting Battalion Chiefs
- Captain: Names of all Captains
- Lieutenant: Names of all Lieutenants
- Firefighter: Names of all Firefighters
- Promotional Captain’s List
- Promotional Lieutenant’s List

2.02.04 Order of Hiring List

Members working 19 hours or more either on one shift or a combination of partial shifts of 10 hours or more shall have their names moved to the bottom of their list. Shifts of less than 10 hours will not count toward 19 hours total.

.....
2.02.07 Continuous Duty

Shift Commanders hiring shall give preference to members who would not require 72 hours of continuous duty. After failing to find a member to work who would be on less than 72 hours, the Shift Commander shall start at the top of the list calling all members not previously contacted.

Continuous duty for emergency medical service (EMS) providers became an issue in Yakima County near the end of 2010, when Yakima County Medical Program Director Juan Acosta sent a memo to Advanced Life Systems, American Medical Response, and White Swan Ambulance regarding maximum number of working hours and patient safety. In an October 29, 2010 memo, Acosta wrote, “There are indications that EMS providers working in excess of 48 hours, without

a break, are making mistakes in prehospital patient care. Charts triggering a Q.I. [quality insurance] review, regarding patient care concerns, are frequently in the very early morning hours, and nearing the end of 72 and 96 hour shifts.” At the conclusion of his memo, he wrote, “Effective immediately, EMS providers are no longer permitted to work over 48 hours without a 12 hour break in between shifts. This includes shifts between two different agencies. EMS agencies and providers are both expected to comply.” (emphasis provided in original).

Acosta testified that – as a result of a complaint made by Advanced Life Systems following the October 29, 2010 memo – he was informed by State of Washington officials that he did not have the authority to dictate how many consecutive hours could be worked by emergency medical service providers. On December 9, 2010, he issued a memo to all Yakima County EMS providers and agencies in order to clarify his October 29, 2010 memo and “draw attention to the issue of EMS provider fatigue and its impact on the health and safety of both patient and provider.” One of two recommendations Acosta made in the December 9, 2010 memo was: “Be aware of fatigue when you schedule shifts, and for employers avoid excessive, continuous hours worked. Particular attention should be focused on avoiding shifts that exceed 48 hours on a regular basis without ample opportunity to rest. I understand that conditions may dictate occasional lengthy shifts because of illness, injury or other extenuating circumstances.” (emphasis provided in original).

The record indicates that the employer felt it was necessary to alter its continuous duty policy as a result of Acosta’s memos. In an April 27, 2011 e-mail, Deputy Fire Chief Bob Stewart informed the battalion chiefs and union executive board members of the employer’s decision to change its continuous duty policy:

BCs and Union E-Board Members,
Administrative Policy 2.02.02 [sic] Continuous Duty currently reads:

Shift Commanders hiring shall give preference to members who would not require 72 hours of continuous duty. After failing to find a member to work who would be on less than 72 hours, the Shift Commander shall start at the top of the list calling all members not previously contacted.

At face value this policy is passive and simply “encourages” shift commanders to “try” to avoid scheduling members for 72-hour continuous duty. As a result of that passiveness, on average there were nearly 2 occurrences per month where members worked in excess of 48 hours during 2010 – with most of those being 72-hour tours.

Over the past 6 months, Dr. Acosta – our Medical Program Director (MPD) – has been vocal about emergency responders working in excess of 48 hours continuous duty. His concern (about the effects of fatigue) is shared with other MPDs and professionals and is focused upon the safety of responders and the citizens we serve. Dr. Acosta indicates that although he cannot place mandates on agencies to limit shifts to a maximum of 48 continuous hours, in the event of a patient care concern, he will investigate aggressively, and if the incident involves responders working greater than 48 continuous hours, he may exercise his authority to revoke an EMT certificate and/or agency license. In addition, there are numerous trade articles raising concern over patient and responder safety (and long-term health effects) as a result of fatigue. Ironically, one of the more recent media frenzies focuses upon air traffic controllers and fatigue.

I believe it to be in the best interest of our membership and those we serve to amend our administrative policy to place (active) limits on continuous duty. While I have yet to compile a final draft, the policy will most likely include some form of the following language:

- Suppression members (to include the rank of firefighter through BC) will no longer be allowed to work in excess of 48 hours of continuous duty
- Following a 48-hour shift, members will take a minimum of 12 hours off duty prior to returning to an on-duty status
- Exceptions such as major incidents may allow a deviation to the 48-hour maximum on a case-by-case basis

This email is not intended as a request for permission. Instead, it is to provide you with an awareness of the “what” and the “why”. This issue has a direct correlation to your safety and well-being and deserves some attention.

On May 17, 2011, the employer revised the continuous duty policy to read as follows:

2.02.07 Continuous Duty

No member shall exceed 48 hours of continuous duty without prior approval from a Deputy Chief. Following 48 hours of continuous duty, members shall be in an off-duty status for a minimum of 10 hours before being eligible for overtime or shift trade/relief work.

On May 20, 2011, Fire Chief Dave Willson issued a directive to all personnel that focused their attention on the May 17 revision, which he indicated was based on Acosta's position on responder fatigue contained in Acosta's December 9, 2010 memo. At the end of the directive, Willson wrote, **"It is imperative for all members to review Administrative Policy 2.02.07 and be aware this may have an effect on reliefs/shift trades as well as overtime hiring."** (emphasis provided in original).

On June 15, 2011, union President Jeremy Rodriguez wrote a letter to Willson that requested bargaining over the continuous duty policy and asked the employer to immediately rescind the changes to the policy. Responding for the employer on June 24, 2011, Stewart denied the request to rescind the policy changes and wrote, in part, that "placing reasonable limits upon continuous duty hours is a management right and therefore does not constitute an interest subject to bargaining." On September 21, 2011, the union filed the instant unfair labor practice complaints.

The threshold question in this case is whether the employer's decision to change the continuous duty policy is a mandatory subject of bargaining. The union argues that the policy change affected overtime availability for employees, which directly affects wages and hours and makes the change a mandatory subject of bargaining. The employer argues that the change was not a mandatory subject of bargaining because it had a management right to schedule work and overtime.

Commission precedent is aligned with the union on this matter. An employer may not unilaterally change the manner in which overtime has historically been handled so that it would reduce overtime opportunities for the bargaining unit. If the employer desires such changes, it must bargain about them in good faith. *City of Everett*, Decision 11241 (PECB, 2011). The Commission has found a duty to bargain exists when a change results in loss of work opportunities or pay to bargaining unit employees. *City of Centralia*, Decision 5282-A (PECB, 1996), citing *City of Mercer Island*, Decision 1026-A (PECB, 1981).

The employer further argues that, even if the continuous duty policy revision were a mandatory subject of bargaining, the union contractually waived the right to bargain changes in the policy. The employer's argument relies on the Management Rights article of the firefighters' CBA, specifically Article 4.1(b), which provides the employer "the right to determine reasonable schedules of work, overtime and all methods and processes by which said work is to be performed in a manner most advantageous to the Employer. . . ."

The union counters, correctly, that the issue is not whether the employer has a right to determine overtime. The issue is that once the employer determines overtime is necessary, the employer unilaterally changed the manner in which that overtime is distributed. As a result, the change constrains some bargaining unit employees' ability to work overtime and restricts their ability to trade shifts. Instead of fulfilling its collective bargaining obligations with the union and negotiating about the proposed change, the employer mistakenly chose the path of insisting that its actions fell under management rights and that it had no duty to bargain.

CONCLUSION

When the balancing test is applied to the employer's changes to the continuous duty policy for its firefighters and battalion chiefs, it is apparent that the interests of employees in their conditions of employment predominate over managerial prerogatives. The continuous duty policy is a mandatory subject of bargaining. It is indisputable that the employer did not provide an opportunity for bargaining prior to making its final decision, nor did it bargain the change with the union upon request. The employer's total bargaining conduct demonstrates a refusal to bargain in violation of RCW 41.56.140(4) and (1).

FINDINGS OF FACT

1. The City of Yakima (employer) is a public employer within the meaning of RCW 41.56.030(12).
2. International Association of Fire Fighters, Local 469 (union) is a bargaining representative within the meaning of RCW 41.56.030(2). It is the exclusive bargaining

representative of a bargaining unit of the employer's battalion chiefs and a unit of firefighters.

3. The firefighter and battalion chief bargaining units were working under the terms of separate collective bargaining agreements (CBA) in effect from January 1, 2011, through December 31, 2011.
4. In addition to their firefighting duties, the employer's firefighters are certified as Emergency Medical Technicians (EMTs) who are able to provide Basic Life Support (BLS) services that include first aid, cardiopulmonary resuscitation and basic airway management.
5. Since 2007, the members of the employer's firefighter and battalion chief bargaining units have worked a 48-96 schedule, in which they are on duty for 48 consecutive hours and then off duty for 96 consecutive hours.
6. When overtime is necessary, the parties are guided by Chapter 2, Section 2 (Overtime Hours) of the employer's administrative policy manual, which includes subsections 2.02.02 (Manpower Shortage), 2.02.03 (Hiring List), 2.02.04 (Order of Hiring List), and 2.02.07 (Continuous Duty).
7. On October 29, 2010, Yakima County Medical Program Director Juan Acosta sent a memo to Advanced Life Systems, American Medical Response, and White Swan Ambulance regarding maximum number of working hours and patient safety. At the conclusion of his memo, Acosta wrote, "Effective immediately, EMS providers are no longer permitted to work over 48 hours without a 12 hour break in between shifts. This includes shifts between two different agencies. EMS agencies and providers are both expected to comply." (emphasis provided in original).
8. As a result of a complaint made by Advanced Life Systems following the October 29, 2010 memo, Acosta was informed by State of Washington officials that he did not have

the authority to dictate how many consecutive hours could be worked by emergency medical service providers.

9. On December 9, 2010, Acosta issued a memo to all Yakima County EMS providers and agencies in order to clarify his October 29, 2010 memo. One of two recommendations Acosta made in the December 9, 2010 memo was: "Be aware of fatigue when you schedule shifts, and for employers avoid excessive, continuous hours worked. Particular attention should be focused on avoiding shifts that exceed 48 hours on a regular basis without ample opportunity to rest. I understand that conditions may dictate occasional lengthy shifts because of illness, injury or other extenuating circumstances." (emphasis provided in original).
10. In an April 27, 2011 e-mail, Deputy Fire Chief Bob Stewart informed the battalion chiefs and union executive board members of the employer's decision to change its continuous duty policy.
11. As of Stewart's April 27, 2011 e-mail, the continuous duty policy read as follows:

2.02.07 Continuous Duty
Shift Commanders hiring shall give preference to members who would not require 72 hours of continuous duty. After failing to find a member to work who would be on less than 72 hours, the Shift Commander shall start at the top of the list calling all members not previously contacted.
12. On May 17, 2011, the employer revised the continuous duty policy to read as follows:

2.02.07 Continuous Duty
No member shall exceed 48 hours of continuous duty without prior approval from a Deputy Chief. Following 48 hours of continuous duty, members shall be in an off-duty status for a minimum of 10 hours before being eligible for overtime or shift trade/relief work.
13. On May 20, 2011, Fire Chief Dave Willson issued a directive to all personnel that focused their attention on the May 17 revision, which he indicated was based on Acosta's position on responder fatigue contained in Acosta's December 9, 2010 memo. At the end

of the directive, Willson wrote, **“It is imperative for all members to review Administrative Policy 2.02.07 and be aware this may have an effect on reliefs/shift trades as well as overtime hiring.”** (emphasis provided in original).

14. On June 15, 2011, union President Jeremy Rodriguez wrote a letter to Willson that requested bargaining over the continuous duty policy and asked the employer to immediately rescind the changes to the policy.
15. Responding for the employer on June 24, 2011, Stewart denied the request to rescind the policy changes and wrote, in part, that “placing reasonable limits upon continuous duty hours is a management right and therefore does not constitute an interest subject to bargaining.”
16. The continuous duty policy is a mandatory subject of bargaining under RCW 41.56.030(4).

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW and Chapter 391-45 WAC.
2. By its actions as described in Findings of Fact 10, 12, 13, 15 and 16, the employer refused to bargain in violation of RCW 41.56.140(4) and (1).

ORDER

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

1. CEASE AND DESIST from:
 - a. Changing Administrative Policy 2.02.07 (Continuous Duty) without bargaining.

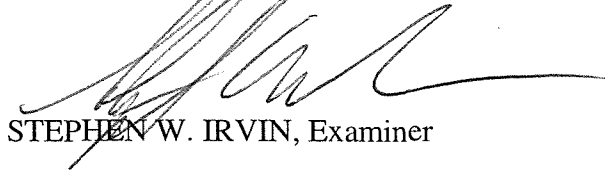
- b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the State of Washington.
2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:
 - a. Restore the *status quo ante* by reinstating the wages, hours and working conditions which existed for the employees in the affected bargaining units prior to the unilateral change in Administrative Policy 2.02.07 (Continuous Duty) found unlawful in this order.
 - b. Give notice to and, upon request, negotiate in good faith with International Association of Fire Fighters, Local 469, before changing Administrative Policy 2.02.07 (Continuous Duty).
 - c. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.
 - d. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the City Council of the City of Yakima, 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.
 - e. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time

provide the complainant with a signed copy of the notice provided by the Compliance Officer.

- f. Notify the Compliance Officer, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide him with a signed copy of the notice he provides.

ISSUED at Olympia, Washington, this 20th day of April, 2012.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in black ink, appearing to read 'S. W. Irvin', is written over the printed name of the examiner.

STEPHEN W. IRVIN, Examiner

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



PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

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

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

WE UNLAWFULLY changed Administrative Policy 2.02.07 (Continuous Duty) without bargaining with International Association of Fire Fighters, Local 469.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

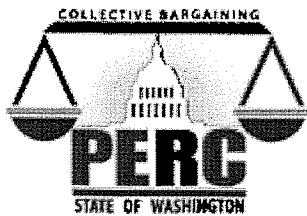
WE WILL restore the *status quo ante* by reinstating the wages, hours and working conditions which existed for the employees in the affected bargaining units prior to the unilateral change in Administrative Policy 2.02.07 (Continuous Duty).

WE WILL NOT, in any other manner, interfere with, restrain, or coerce our employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

DO NOT POST OR PUBLICLY READ THIS NOTICE.

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

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



PUBLIC EMPLOYMENT RELATIONS COMMISSION

112 HENRY STREET NE SUITE 300
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MARILYN GLENN SAYAN, CHAIRPERSON
PAMELA G. BRADBURN, COMMISSIONER
THOMAS W. McLANE, COMMISSIONER
MIKE SELLARS, EXECUTIVE DIRECTOR

RECORD OF SERVICE - ISSUED 04/20/2012

The attached document identified as: **DECISION 11352 - PECB** has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS
COMMISSION


R/S/ ROBBIE DUFFIELD

CASE NUMBER: 24266-U-11-06217 FILED: 09/21/2011 FILED BY: PARTY 2
DISPUTE: ER UNILATERAL
BAR UNIT: FIREFIGHTERS
DETAILS: Firefighters
COMMENTS:

EMPLOYER: CITY OF YAKIMA
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REP BY: JAMES MITCHELL
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PUBLIC EMPLOYMENT RELATIONS COMMISSION

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PAMELA G. BRADBURN, COMMISSIONER
THOMAS W. McLANE, COMMISSIONER
MIKE SELLARS, EXECUTIVE DIRECTOR

RECORD OF SERVICE - ISSUED 04/20/2012

The attached document identified as: **DECISION 11353 - PECB** has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS
COMMISSION

BY: /s/ ROBBIE DUFFIELD

CASE NUMBER: 24268-U-11-06218 FILED: 09/21/2011 FILED BY: PARTY 2
DISPUTE: ER UNILATERAL
BAR UNIT: SUPERVISORS
DETAILS: Battalion Chiefs
COMMENTS:

EMPLOYER: CITY OF YAKIMA
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