STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

FISH AND WILDLIFE OFFICERS GUILD, Complainant, vs. STATE – FISH AND WILDLIFE, Respondent.	CASE 24387-U-11-6249 DECISION 11394-A - PSRA FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Cline & Associates, by *Christopher J. Casillas* and *Cynthia J. McNabb*, Attorneys at Law, for the Guild.

Attorney General Robert M. McKenna, by *Gil Hodgson,* Assistant Attorney General, for the employer.

On November 9, 2011, the Fish and Wildlife Officers Guild (Guild) filed a complaint charging unfair labor practices with the Public Employment Relations Commission. The Guild alleged that the Washington State Department of Fish and Wildlife (employer) refused to bargain by: (a) unilaterally changing wages and health benefits for all bargaining unit members, without providing an opportunity for bargaining; (b) breaching its good faith bargaining obligations in negotiations over wages and health benefits; (c) unilaterally changing paid release time for bargaining unit members on the Guild's negotiating team, without providing an opportunity for bargaining; and (d) insisting to impasse on ground rules, which the Guild alleged is a non-mandatory subject of bargaining. Unfair Labor Practice Manager David I. Gedrose reviewed the complaint under WAC 391-45-110 and issued a preliminary ruling on November 18, 2011, finding a cause of action. On January 30, 2012, the Commission assigned the matter to Examiner Stephen W. Irvin.

On April 25, 2012, the parties filed cross-motions seeking partial summary judgment regarding the employer's reduction of wages and health benefit contributions. As part of those motions,

the parties jointly stipulated to the material facts relating to the issues and sought judgment as a matter of law. The parties filed reply briefs to their cross-motions on May 11, 2012. On June 11, 2012, I issued an Order of Partial Dismissal, which rejected the Guild's allegations relating to wages and health benefits. *State – Fish and Wildlife*, Decision 11394 (PSRA, 2012). On July 2, 2012, the Guild appealed to the Commission. On August 6, 2012, I presided over a hearing concerning the remaining allegations in the Guild's complaint. The parties filed post-hearing briefs to complete the record.

ISSUES

1. Did the employer unilaterally change paid release time for bargaining unit members on the Guild's negotiating team, without providing an opportunity to bargain?

2. Did the employer insist to impasse on ground rules?

Based upon the record as a whole, I find the employer did not unilaterally change paid release time for bargaining unit members on the Guild's negotiating team and did not insist to impasse on ground rules. The Guild's complaint is dismissed.

BACKGROUND

Public employees' right to collectively bargain in the state of Washington is dictated by statute. Chapter 41.56 RCW, for example, covers local government employees generally and selected state operations. In 2002, the Legislature enacted the Personnel System Reform Act of 2002 (PSRA), which substantially restructured both the collective bargaining rights of state civil service employees and the administration of the collective bargaining process. Chapter 41.80 RCW. *Western Washington University*, Decision 10068-A (PSRA, 2008). Chapter 41.80 RCW grants state civil service employees in the general government agencies and higher education institutions "full scope" collective bargaining rights. *Western Washington University,* Decision 10068-A.

Among the unique aspects of the state employee collective bargaining law is the manner in which the bargaining occurs. Higher education institutions are considered separate employers, and the governing board of the institution or its designee bargains on its behalf. RCW 41.80.010(4). For all other state civil service employees, the Governor or Governor's designee bargains on behalf of the employer with the exclusive bargaining representatives of represented state civil service employees. RCW 41.80.010. *See also University of Washington*, Decision 9410 (PSRA, 2006).

A union representing more than one bargaining unit negotiates one master collective bargaining agreement (CBA) with the employer on behalf of all of the bargaining units of that bargaining representative. RCW 41.80.010(2)(a). *See also Western Washington University*, Decision 10068-A. Additionally, the total number of employees a union represents also impacts the manner in which bargaining occurs. When an exclusive bargaining representative represents more than 500 general government employees, that representative bargains one-on-one with the Governor or the Governor's representative for a master collective bargaining agreement covering all of the represented general government employees. If a bargaining representative represents fewer than 500 employees, then that bargaining representative is required to bargain in a coalition with other bargaining representatives who also represent fewer than 500 employees, as provided in RCW 41.80.010(2)(a):

> For those exclusive bargaining representatives who represent fewer than a total of five hundred employees each, negotiation shall be by a coalition of all those exclusive bargaining representatives. The coalition shall bargain for a master collective bargaining agreement covering all of the employees represented by the coalition. The governor's designee and the exclusive bargaining representative or representatives are authorized to enter into supplemental bargaining of agency-specific issues for inclusion in or as an addendum to the master collective bargaining agreement, subject to the parties' agreement regarding the issues and procedures for supplemental bargaining.

RCW 41.80.080 provides rules for representation and elections for exclusive bargaining representatives covered by the PSRA. RCW 41.80.080(2)(a) reads as follows:

> If an employee organization has been certified as the exclusive bargaining representative of the employees of a bargaining unit, the employee organization

> may act for and negotiate master collective bargaining agreements that will include within the coverage of the agreement all employees in the bargaining unit as provided in RCW 41.80.010(2)(a). However, if a master collective bargaining agreement is in effect for the exclusive bargaining representative, it shall apply to the bargaining unit for which the certification has been issued. Nothing in this section requires the parties to engage in new negotiations during the term of that agreement.

Prior to June 24, 2011, the employer's enforcement officers were part of a coalition of bargaining units represented by the Washington Federation of State Employees (WFSE) and subject to WFSE's master CBA that ran from July 1, 2009, through June 30, 2011. In the spring of 2010, WFSE and the state Office of Financial Management's Labor Relations Division (LRD) began negotiations for a successor master agreement for the 2011-2013 biennium, and the parties reached a tentative agreement in December of 2010.

The representatives of the employer were also involved in separate negotiations for a successor master agreement with the coalition of exclusive bargaining representatives who represent fewer than 500 employees (Coalition), and those parties reached a tentative agreement in January of 2011. The Guild did not represent the bargaining unit of enforcement officers at the time the representatives of the employer, WFSE, and the Coalition negotiated the two master agreements, which were approved by the State Legislature on May 25, 2011.

On March 4, 2011, the Guild filed a petition for representation with the Commission seeking to represent "All full time and regular part time employees in the Enforcement Program in the Department of Fish and Wildlife in the Classifications of Fish and Wildlife Officer 1, 2, 3; Fish and Wildlife Detective; and Aircraft Pilot 1, 2; up to but not including the rank of Sergeant and excluding Supervisors and confidential employees."

On June 6, 2011, WFSE disclaimed representation of the bargaining unit petitioned for by the Guild. On June 24, 2011, the Commission issued an Interim Certification for a bargaining unit to be represented by the Guild that included "All civil service employees in the Enforcement Program of the Washington State Department of Fish and Wildlife in the classification of: Fish and Wildlife Officer 1, 2, 3, Fish and Wildlife Detective, and Airplane Pilot 1, 2, excluding

supervisors, confidential employees and all other employees." *State – Fish and Wildlife*, Decision 11100 (PSRA, 2011). On September 26, 2011, the Commission issued a final certification for the Guild's bargaining unit, which has fewer than 500 employees. *State – Fish and Wildlife*, Decision 11100-A (PSRA, 2011).

In the time between when the Commission issued the Guild's interim and final certifications, the Guild requested to bargain with the employer through its attorney, James M. Cline. During the course of correspondence between Cline and former LRD Director Diane Leigh, the parties significantly disagreed about the scope of bargaining.

Cline contended that, as a newly certified bargaining unit, the Guild was not covered by a Coalition master CBA it had no part in bargaining and had a right to bargain a new agreement. Leigh contended that Chapter 41.80 RCW required the Guild to be covered by the Coalition master agreement because the Guild represented fewer than 500 employees, and indicated that supplemental bargaining with the Guild would be limited to subjects unique to the Guild that were not addressed in the Coalition master agreement.

The parties had not resolved the issue when they began negotiations on October 20, 2011, with an attempt to reach mutually agreeable ground rules for future bargaining sessions. The preamble of the employer's initial ground rules proposal asked the Guild to agree to "enter into supplemental bargaining of issues specific to Guild bargaining unit members for inclusion in or as an addendum to the 2011-2013 Coalition Master Collective Bargaining Agreement," and provided no paid release time for attendance at negotiations. The Guild's first counterproposal omitted the employer's proposed language in the preamble regarding supplemental bargaining to the Coalition master agreement and agreed to "enter into collective bargaining of issues specific to Guild bargaining unit members." The Guild's counterproposal also sought paid release time for travel and attendance at bargaining sessions for up to five Guild members.

In addition to disagreeing over the scope of bargaining, the Guild was troubled by the employer's proposal about paid release time. The Guild's bargaining unit members worked in the 2007-2009 and 2009-2011 biennia under WFSE master CBAs that included provisions allowing paid

release time for employees to negotiate the master agreement. In addition, the 2009-2011 and 2011-2013 WFSE master CBAs included paid release time for negotiations that arose from demands to bargain during the term of the contract. By contrast, the 2009-2011 and 2011-2013 Coalition master agreements had no provision for negotiations that arose from demands to bargain, but did allow two bargaining unit members to serve on the master contract negotiation committee without loss of pay.

As the October 20, 2011 negotiation session progressed, the employer did not revise its supplemental bargaining language despite the Guild's objections and a Guild counterproposal for preamble language that simply said, "The following ground rules govern these negotiations: . . ." In all, the parties exchanged four ground rules proposals that provided varying amounts of paid release time for Guild members attending the negotiations. The parties did not reach agreement on ground rules by the end of the day, and they held negotiation sessions afterward without agreed-upon ground rules. Guild members who attended bargaining sessions did not receive paid release time for the negotiations, and utilized various types of leave available to them to take time away from their work to bargain.

Issue 1: Did the employer unilaterally change paid release time for bargaining unit members on the Guild's negotiating team, without providing an opportunity to bargain?

Applicable Legal Standard: Duty to Bargain

RCW 41.80.005(2) defines collective bargaining as "the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times and to bargain in good faith in an effort to reach agreement with respect to the subjects of bargaining specified under RCW 41.80.020." RCW 41.80.005(2) also states that the collective bargaining obligation "does not compel either party to agree to a proposal or to make a concession, except as otherwise provided in this chapter."

A finding that a party has refused to bargain in good faith is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. *University of Washington,* Decision 10608-A (PSRA, 2011). The obligation to bargain in good faith encompasses a duty to engage

in full and frank discussions on disputed issues, and to explore possible alternatives that may achieve a mutually satisfactory accommodation of the interests of both the employer and employees. *University of Washington,* Decision 10608-A.

The *status quo ante* must be maintained regarding all mandatory subjects of bargaining, except when changes are made in conformity with the collective bargaining obligation or the terms of a collective bargaining agreement. *City of Yakima*, Decision 3503-A (PECB, 1990), *aff'd, City of Yakima v. IAFF 469*, 117 Wn.2d 655 (1991). A complainant alleging a "unilateral change" must establish the relevant status quo. *Municipality of Metropolitan Seattle*, Decision 2746-B (PECB, 1990). An employer commits an unfair labor practice under RCW 41.80.110(1)(e) if it imposes a new term or condition of employment, or changes an existing term or condition of employment, upon its represented employees without having exhausted its bargaining obligation under Chapter 41.80 RCW. *University of Washington*, Decision 10726-A (PSRA, 2012). An employer also violates RCW 41.80.110(1)(e) if it presents an exclusive bargaining representative with a *fait accompli*, or if it fails to bargain in good faith, upon request. *University of Washington*, Decision 10726-A.

Analysis

The Guild argues the status quo concerning paid release time for bargaining unit members on its negotiating team was established prior to the PSRA, when the Guild was represented by WFSE and its bargaining team members received their regular salaries during negotiations. After the PSRA was enacted, and the Guild was part of the coalition of WFSE bargaining units, paid release time for bargaining was also included in CBAs between the employer and WFSE. As a result, the Guild contends that the status quo includes paid release time for bargaining, and the employer unilaterally changed the status quo without bargaining after the Guild left WFSE and became a part of the Coalition of bargaining units with fewer than 500 members.

The status quo regarding paid release time changed after the Commission provided interim certification to the Guild on June 24, 2011. The employer did not make an unlawful unilateral change because the change was made in conformity with the terms of the Coalition CBA in effect at the time of the certification. Consistent with my ruling in *State – Fish and Wildlife*,

Decision 11394, I find the Guild became a party to the 2009-2011 Coalition master CBA in effect at the time of the interim certification and the 2011-2013 master CBA when that agreement went into effect on July 1, 2011.

Because the Coalition agreement is silent on paid release time for negotiations outside of master agreement negotiations, any agreement on paid release time for negotiations that started October 20, 2011, between the Guild and the employer would have had to have been a product of bargaining. The record demonstrates that the parties engaged in bargaining, exchanging four ground rules proposals on October 20, 2011. The proposals included varying amounts of paid release time, but did not result in an agreement. The record also shows that the Guild did not make another paid release time proposal after October 20. Based on the record, I find that the employer provided the Guild an opportunity to bargain paid release time before the parties opted to negotiate other issues without reaching agreement on paid release time.

Issue 2: Did the employer insist to impasse on ground rules?

Applicable Legal Standard: Impasse

The "impasse" concept grows out of the premise that the duty to bargain does not impose a duty to agree upon the parties. *Skagit County*, Decision 8746-A (PECB, 2006). There are times when a party may lawfully conclude that further collective bargaining negotiations will not produce an agreement. If the party declaring the impasse has bargained in good faith, and if its conclusion about the status of negotiations is justified by objectively established facts, then that party's duty to bargain is satisfied. *Laborers Health and Welfare Trust Fund for Northern California v. Advanced Lightweight Concrete Co.*, 484 U.S. 539, 543 n.5 (1998). Even then, a lawful impasse only creates a temporary hiatus in negotiations "which in almost all cases is eventually broken, through either a change of mind or the application of economic force." *Charles D. Bonanno Linen Service v. NLRB*, 454 U.S. 404 (1982). Hence, "there is little warrant for regarding an impasse as a rupture of the bargaining relation which leaves the parties free to go their own ways." *Charles D. Bonanno Linen Service v. NLRB*, 454 U.S. 404.

The impasse doctrine is not, however, a device to allow any party to continue to act unilaterally or ignore the collective bargaining process in determining the conditions of employment. *McClatchy Newspapers*, 321 NLRB 1386 (1996). There is no fixed definition of an impasse or deadlock which can be applied mechanically to all factual situations. *Dallas General Drivers, Warehousemen and Helpers, Local 745 v. NLRB*, 355 F.2d 842, 845 (D.C. Cir. 1966). Even when an impasse is "brought about intentionally by one or both parties as a device to further, rather than destroy, the bargaining process" under *Charles D. Bonanno Linen Service v. NLRB*, the duty to bargain remains part of the overall environment. The existence or non-existence of a lawful impasse is thus a legal determination to be made by the Commission, not a matter controlled by the statements made by parties in the heat of negotiations. When called upon to make such determinations, the Commission is often (similar to the NLRB) hampered by the "inherently vague and fluid . . . standard" applicable to the concept of "impasse." *NLRB v. Wooster Div. of Borg-Warner Corp.*, 356 U.S. 342, 352 (1958).

Several factors guide the Commission in deciding whether a party has properly declared impasse, including: (1) the bargaining history; (2) the parties' good faith in the negotiations; (3) the length of the negotiations; (4) the importance of the issue(s) on which the parties disagree; and (5) the contemporaneous understanding of the parties as to the state of the negotiations. *See Taft Broadcasting Co.*, 163 NLRB 475, 478 (1967), *enforced sub nom. American Federation of Television & Radio Artists v. NLRB*, 395 F.2d 622 (D.C. Cir. 1968). While the factors outlined in *Taft* are by no means exclusive, they provide a useful basic framework for guidance in determining our ultimate conclusion.

The concept of "impasse" is even more critical in the public sector, because public employees are generally denied the right to strike. RCW 41.56.120; *South Kitsap School District*, Decision 1541 (PECB, 1983). Because public employees are left no recourse other than the filing of an unfair labor practice complaint, the Commission closely scrutinizes any declaration of impasse. Applying the five *Taft Broadcasting* factors to the record in the particular case, the Commission will find an impasse exists (so that unilateral changes based on that impasse are lawful) only if there was no realistic possibility that continued negotiations would have been fruitful for the

parties. *Mason County*, Decision 3706-A (PECB, 1991). *See also American Fed'n of Television & Radio Artists v. NLRB*, 395 F.2d 622, 628 (D.C. Cir. 1968).

Applicable Legal Standard: Ground Rules

While parties may make and implement agreements about how they will satisfy their statutory obligations, "ground rules" are not a mandatory subject of collective bargaining. *City of Kirkland*, Decision 5672 (PECB, 1996). *See also Fort Vancouver Regional Library*, Decision 2350-C (PECB, 1988). The Washington State Supreme Court held in *Pasco Police Officers Association v. City of Pasco*, 132 Wn.2d 450 (1997) that a party commits an unfair labor practice when it bargains to impasse over a permissive subject of bargaining.

Analysis

The Guild contends that the employer refused to bargain by tying the employer's agreement on paid release time for negotiations to the Guild's acceptance of the employer's scope of bargaining language in the parties' ground rules. The Guild states that the employer improperly insisted on a waiver of the Guild's statutory rights to bargain a complete agreement instead of discussing the release time issue independent of the ground rules. The Guild also asserts that the employer's refusal to change its position on the scope of bargaining language frustrated the Guild's attempts to reach agreement on paid release time and effectively created an impasse on a permissive subject of bargaining because further negotiation on ground rules was futile.

I find the Guild's arguments unpersuasive in light of the five factors from *Taft Broadcasting*:

- *Bargaining history* – The employer did not declare impasse regarding ground rules after the first day of negotiations, and unrefuted testimony by LRD Senior Negotiator Shane Esquibel indicated that the employer did not close the door to subsequent proposals from the Guild that never came.
- *Parties' good faith in the negotiations* – The employer negotiated in good faith by making responsive proposals to the Guild's interest in receiving paid release time for negotiations, even though the employer didn't change its stance on the scope of bargaining issue.

- *Length of negotiations, importance of the issues on which the parties disagree, and the parties' understanding of the state of negotiations* – The parties devoted one day to negotiation of ground rules before deciding to move on to discussion of issues other than ground rules. The parties' decision indicates that an agreement on ground rules was not as important to the parties as the discussion of other matters. It also indicates that the parties understood that continuing to exchange ground rules proposals that included paid release time for negotiations would be unproductive because of their disagreement on scope of bargaining language in the preamble.

In sum, after examining the record and applying the five factors from *Taft Broadcasting*, I find the employer did not insist to impasse on ground rules. Although Guild President Mark James testified that the Guild's negotiating team felt paid release time was being "held hostage" to the employer's unwavering position on the scope of bargaining issue, the record indicates that the employer bargained in good faith on paid release time for negotiations. When those negotiations were not fruitful, the parties opted to negotiate other items.

CONCLUSION

I find that the employer did not unilaterally change paid release time for members of the Guild's negotiating team, and did not insist to impasse on ground rules. The Guild's complaint is dismissed in its entirety.

FINDINGS OF FACT

1. The Washington State Department of Fish and Wildlife (employer) is an employer within the meaning of RCW 41.80.005(8).

2. The Fish and Wildlife Officers Guild (Guild) is an exclusive bargaining representative within the meaning of RCW 41.80.005(9).

3. Prior to June 24, 2011, the employer's enforcement officers were part of a coalition of bargaining units represented by the Washington Federation of State Employees (WFSE) and subject to WFSE's master CBA that ran from July 1, 2009, through June 30, 2011.

4. In the spring of 2010, WFSE and the state Office of Financial Management's Labor Relations Division (LRD) began negotiations for a successor master agreement for the 2011-2013 biennium, and the parties reached a tentative agreement in December of 2010.

5. The representatives of the employer were also involved in separate negotiations for a successor master agreement with the coalition of exclusive bargaining representatives who represent fewer than 500 employees (Coalition), and those parties reached a tentative agreement in January of 2011.

6. The Guild did not represent the bargaining unit of enforcement officers at the time the representatives of the employer, WFSE, and the Coalition negotiated the two master agreements, which were approved by the State Legislature on May 25, 2011.

7. On March 4, 2011, the Guild filed a petition for representation with the Commission seeking to represent "All full time and regular part time employees in the Enforcement Program in the Department of Fish and Wildlife in the Classifications of Fish and Wildlife Officer 1, 2, 3; Fish and Wildlife Detective; and Aircraft Pilot 1, 2; up to but not including the rank of Sergeant and excluding Supervisors and confidential employees."

8. On June 6, 2011, WFSE disclaimed representation of the bargaining unit petitioned for by the Guild.

9. On June 24, 2011, the Commission issued an Interim Certification for a bargaining unit to be represented by the Guild that included "All civil service employees in the Enforcement Program of the Washington State Department of Fish and Wildlife in the classification of: Fish and Wildlife Officer 1, 2, 3, Fish and Wildlife Detective, and

Airplane Pilot 1, 2, excluding supervisors, confidential employees and all other employees." *State – Fish and Wildlife*, Decision 11100 (PSRA, 2011).

10. On September 26, 2011, the Commission issued a final certification for the Guild's bargaining unit, which has fewer than 500 employees. *State – Fish and Wildlife.*

11. In the time between when the Commission issued the Guild's interim and final certifications, the Guild requested to bargain with the employer through its attorney, James M. Cline.

12. During the course of correspondence between Cline and former LRD Director Diane Leigh, the parties significantly disagreed about the scope of bargaining. Cline contended that, as a newly certified bargaining unit, the Guild was not covered by a Coalition master CBA it had no part in bargaining and had a right to bargain a new agreement. Leigh contended that Chapter 41.80 RCW required the Guild to be covered by the Coalition master agreement because the Guild represented fewer than 500 employees, and indicated that supplemental bargaining with the Guild would be limited to subjects unique to the Guild that were not addressed in the Coalition master agreement.

13. The parties had not resolved the issue when they began negotiations on October 20, 2011, with an attempt to reach mutually agreeable ground rules for future bargaining sessions.

14. The preamble of the employer's initial ground rules proposal asked the Guild to agree to "enter into supplemental bargaining of issues specific to Guild bargaining unit members for inclusion in or as an addendum to the 2011-2013 Coalition Master Collective Bargaining Agreement," and provided no paid release time for attendance at negotiations.

15. The Guild's first counterproposal omitted the employer's proposed language in the preamble regarding supplemental bargaining to the Coalition master agreement and agreed to "enter into collective bargaining of issues specific to Guild bargaining unit

members." The Guild's counterproposal also sought paid release time for travel and attendance at bargaining sessions for up to five Guild members.

16. The Guild's bargaining unit members worked in the 2007-2009 and 2009-2011 biennia under WFSE master CBAs that included provisions allowing paid release time for employees to negotiate the master agreement. In addition, the 2009-2011 and 2011-2013 WFSE master CBAs included paid release time for negotiations that arose from demands to bargain during the term of the contract.

17. The 2009-2011 and 2011-2013 Coalition master agreements had no provision for negotiations that arose from demands to bargain, but did allow two bargaining unit members to serve on the master contract negotiation committee without loss of pay.

18. As the October 20, 2011 negotiation session progressed, the employer did not revise its supplemental bargaining language despite the Guild's objections and a Guild counterproposal for preamble language that simply said, "The following ground rules govern these negotiations: . . ."

19. In all, the parties exchanged four ground rules proposals that provided varying amounts of paid release time for Guild members attending the negotiations. The parties did not reach agreement on ground rules by the end of the day, and they held negotiation sessions afterward without agreed-upon ground rules.

20. Guild members who attended bargaining sessions did not receive paid release time for the negotiations, and utilized various types of leave available to them to take time away from their work to bargain.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.80 RCW and Chapter 391-45 WAC.

2. By its actions in Findings of Fact 14, 19, and 20, the employer did not make a unilateral change to paid release time for bargaining unit members on the Guild's negotiation team in violation of RCW 41.80.110(1)(e).

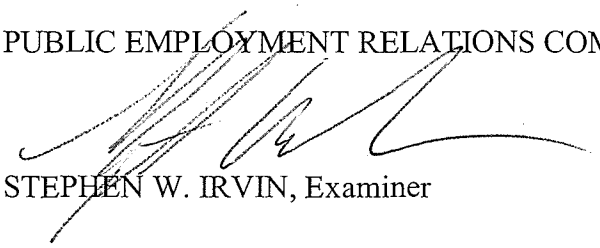
3. By its actions in Findings of Fact 14, 18 and 19, the employer did not insist to impasse on ground rules in violation of RCW 41.80.110(1)(e).

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is dismissed.

ISSUED at Olympia, Washington, this 19th day of December, 2012.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



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

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The attached document identified as: DECISION 11394-A - PSRA 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:	24387-U-11-06249	FILED:	11/09/2011	FILED BY:	PARTY 2
DISPUTE:	ER GOOD FAITH				
BAR UNIT:	CODE ENFORCE				
DETAILS:	-				
COMMENTS:					

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