STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE 1199NW

Involving certain employees of:

EVERGREEN HOSPITAL (KING COUNTY PUBLIC HOSPITAL DISTRICT 2)

CASE 25086-E-12-3741

DECISION 11712 - PECB

DIRECTION OF ELECTION

Margaret Cary, General Counsel, for the union.

Sebris Busto James, by Matthew W. Lynch, Attorney at Law, for the employer.

On August 22, 2012, Service Employees International Union Healthcare 1199NW (union) filed a petition under WAC 391-25-440 seeking to include a group of unrepresented security officers and lead security officers (officers or guards) employed by Evergreen Hospital (King County Public Hospital District 2) (employer) into its existing bargaining unit of clerical and service employees. During a September 26, 2012 investigation conference, the employer challenged the appropriateness of including the petitioned-for employees in the existing bargaining unit. The employer asserted that: 1) including the officers in the existing bargaining unit would create a conflict of interest with other members of the existing bargaining unit, and 2) the officers do not share a community of interest with other members of the existing bargaining unit.¹

The employer also challenged the timeliness of the petition, but subsequently withdrew that objection. Additionally, the employer challenged the eligibility of one officer because of his casual status. At hearing, the parties stipulated that the challenged officer is a casual employee and should be excluded from the bargaining unit.

Hearing Officer Karyl Elinski conducted a hearing on November 1, 2 and 20, 2012, and the parties submitted post-hearing written arguments in support of their positions.

ISSUE PRESENTED

Is it appropriate to include the security officers and lead security officers in the existing clerical and service bargaining unit represented by the union?

Nothing in Chapter 41.56 RCW precludes security officers from being included in bargaining units with other classes of employees. The security officers share a community of interest with the rest of the clerical and services bargaining unit. Including the security officers in the bargaining units with other employees does not create a conflict of interest between the security officers and other members of the bargaining unit sufficient to render the proposed bargaining unit inappropriate. The petition will be remanded to the Representation Case Administrator to determine whether the security officers wish to be included in the existing bargaining unit represented by the union.

BACKGROUND

The employer operates a public hospital as well as clinical and urgent care facilities in King County. The employer employs approximately 3,400 employees, the majority of whom work at its main campus in Kirkland. The urgent care facilities operated by the employer are located in Bothell, Duvall, Redmond, Sammamish, and Woodinville.

The union represents approximately 725 employees in a bargaining unit described as:

All full-time and regular part-time clerical and service employees of King County Public Hospital District 2 (Evergreen Hospital), excluding casual employees, supervisors, confidential employees and all other employees.

King County Public Hospital District 2, Decision 9206-E (PECB, 2007). In addition to the clerical and services bargaining unit, there is a bargaining unit of nurses with approximately 925 employees, a bargaining unit of professional/technical employees with approximately 150 employees and a bargaining unit of facilities and maintenance engineers with approximately 25 employees. The employer and the union are parties to a collective bargaining agreement effective through October 31, 2013. Members of the clerical and services bargaining unit occupy positions in 43 job classifications in both clinical and non-clinical departments.² Bargaining unit members have varying levels of contact with patients and other bargaining unit members that depend on the employees' assigned job duties and department.

The employer's workforce includes 13 security officers who are the subject of this petition. The security officers perform general security services by patrolling the facilities, monitoring security camera feeds, dispatching and responding to calls for assistance, preparing incident reports related to those calls and contacting police when necessary. Security officers are assigned to shifts at both the main campus in Kirkland and at the Redmond facility.

At the Kirkland main campus, security officers provide 24 hour security coverage in three different shifts. Two or three security officers are assigned to each of the three shifts. The security officers on each shift patrol the facility and sit at the security station located in the lobby of the emergency department. The security officers staffing the security station monitor the closed circuit camera feeds, assist patients and visitors entering the facility, answer phone calls, and serve as dispatcher for the patrolling security officers. Security officers spend roughly one-half of their time at the security station and the other half outside the station. Of the time spent outside of the station, security officers spend approximately 15% of the time patrolling the facility and 35% of the time responding to dispatching calls and assisting staff, patients and visitors with various issues.

The classifications include, but are not limited to, technicians who are certified nursing assistants, health unit coordinators who provide clerical support on the clinical floors, lab assistants, office support, sterilizers, schedulers, dietary employees, environmental services employees, medical records and health information management employees, patient financial services and billing employees, and patient registrars.

At the Redmond facility, one security officer provides security coverage in one overnight shift that starts at 7 p.m. and ends at 7 a.m. No security officers are assigned to provide security at Redmond from 7 a.m. to 7 p.m. The security officer stationed at a desk near the entrance to the facility monitors the security camera feeds and directs visitors and patients to the patient care floors. When the security officer takes a break or patrols the facility, another bargaining unit employee staffs the desk. During the day when no security officers are assigned to provide security at the Redmond facility, a bargaining unit member employee staffs the desk and performs many of the same duties as the security officer.

DISCUSSION

Applicable Legal Standards

The determination of appropriate bargaining units is a function delegated to the Commission by the Legislature. *City of Richland*, Decision 279-A (PECB, 1978), *aff'd, IAFF Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *review denied*, 96 Wn.2d 1004 (1981). Bargaining unit determinations are made on a case-by-case basis, and the starting point for any bargaining unit determination analysis is the configuration sought by the petitioning organization. *King County*, Decision 5910-A (PECB, 1997). The statute does not require determination of the "most" appropriate bargaining unit; it is only necessary that a petitioned-for bargaining unit be an appropriate bargaining unit. *City of Winslow*, Decision 3520-A (PECB, 1990).

When making bargaining unit determinations under Chapter 41.56 RCW, the agency's goal is to group together employees who have sufficient similarities (community of interest) to indicate that they will be able to bargain effectively with their employer. *Quincy School District*, Decision 3962-A (PECB, 1993). In making such determinations, the agency must consider "the duties, skills, and working conditions of the public employees; the history of collective bargaining by the public employees and their bargaining representatives; the extent of organization among the public employees; and the desire of the public employees." RCW 41.56.060(1). The criteria are not applied on a strictly mathematical basis. *King County*, Decision 5910-A (PECB, 1997). Not all

of the factors will arise in every case, and where they do exist, any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff'd*, *Renton Education Association v. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

WAC 391-25-440 authorizes an employee organization to petition to add a group of previously unrepresented employees to an appropriate bargaining unit that it already represents. WAC 391-25-440(2)(d) requires the union to "demonstrate that the resulting bargaining unit is appropriate." Where, as here, there is a dispute regarding the appropriateness of a resulting bargaining unit, the Executive Director is authorized to make a determination on that issue following a hearing. WAC 391-25-440(2)(d)(i).

Application of Standard – Federal Precedent

The employer asserts that it is inappropriate to include the security officers in a bargaining unit with non-security officers or allow the union to represent both security officers and non-security officers in separate bargaining units. According to the employer, to hold otherwise would place the security officers in an "untenable conflict of interest." The employer points to federal law which mandates the separation of security officers from non-security officers bargaining units and requires a different representative. The employer argues that the principles behind the federal law apply to this case.

Section 9(b)(3) of the National Labor Relations Act (NLRA) explicitly prohibits a bargaining unit that combines non-security officers with "any individual employed as a guard to enforce against its employees and other persons rules to protect property of the employer or to protect the safety of person's on the employer's premises." 29 U.S.C. Section 159(b)(3) (1976). Section 9(b)(3) also prohibits a labor organization from representing a guard or security officer bargaining unit if that labor organization also represent non-guards or non-security officers. *Id.* This statutory prohibition is "intended to avoid the anomalous situation of subjecting a guard to the discipline of those against whom it is his duty to guard, if need be." *Tacoma Smelter, Am. Smelting & Ref. Co. v. Smeltermen's Local 25, Int'l Union of Mine & Mill & Smelter Workers*, 45 Wn.2d 274 (1954).

Under this statute, the National Labor Relations Board has enacted rules for bargaining units at private sector acute care hospitals which specify and limit the types of bargaining units allowable at those type of facilities. 29 C.F.R. Section 103.30(a).

The employer does not assert that this Commission is bound by the NLRA or the rules of the National Labor Relations Board, but instead urges the Commission to "apply the rationale behind the NLRA and the federal rules" on the grounds that the "inevitable undivided loyalties of Evergreen Health security officers make SEIU representation inappropriate." The employer's argument is misplaced.

In *Nucleonics Alliance v. WPPSS*, 101 Wn.2d 24 (1984), the Washington Supreme Court rejected the argument that the NLRA prohibition against including security officers in a bargaining unit with non-security officers or from a union representing both security officers and non-security officers in separate units should be incorporated into Chapter 41.56 RCW. In doing so, the Court noted that Chapter 41.56 RCW does not contain similar language to that contained in Section 9(b)(3) of the NLRA. Accordingly, the Court held that it could not engraft a provision of the federal statute onto the state statute where the Legislature saw fit to not include such a provision. *Nucleonics*, 101 Wn.2d at 34.

Subsequent to the Court's decision in *Nucleonics*, the Commission has certified a number of mixed bargaining units of security officers and non-security officers. At no time has the Commission either by rule or by adjudication implemented the type of exclusion sought by the employer. *See, e.g., University of Washington*, Decision 10750 (PECB, 2010) (modifying without discussion a bargaining unit to add security sergeants to an existing mixed bargaining unit); *Washington Institution of Applied Technology*, Decision 3431, 3432 (PECB, 1990) (certifying without discussion a bargaining unit of maintenance and security employees). In *Eastern Washington University*, Decision 9950 (PSRA, 2008), the Executive Director refused to sever a group of campus police officers from the existing mixed bargaining unit. The Executive Director noted that there was nothing in Commission case law indicating that including non-interest arbitration eligible police officers in an employer-wide bargaining unit would be improper. The only

process this Commission uses to determine, modify or combine the bargaining units are those specifically listed in RCW 41.56.060.

Likewise, the Commission is precluded from applying the principle that a union cannot represent a security officer bargaining unit if it also represents non-security officers. In *IAFF*, *Local 1052 v. PERC*, 45 Wn. App. 686 (1986), *review denied*, 107 Wn.2d 1030 (1987), the Washington State Court of Appeals held that the Commission did not have the statutory authority to place limitations on the types of employees that a union can represent. In that case, the Commission attempted to preclude the same bargaining representative from representing both the supervisory and non-supervisory employees of the same employer. The Court specifically noted that RCW 41.56.010 permits employees to "designate representatives of their own choosing." Thus, to apply the federal principle to this case would clearly run counter to the explicit legislative preference to allow employees to select an exclusive bargaining representative of their own choosing.

Application of Standard – Conflict of Interest

Chapter 41.56 RCW does not expressly preclude security guards from being in the same bargaining units as employees in other job classes. Nevertheless, application of the RCW 41.56.060 unit determination criteria may demonstrate that security officers do not share a community of interest with other job classes of employees. The duties and working conditions of a group of employees may in fact create a conflict of interest with other employees who are otherwise similarly situated that would preclude those employees from being in the same bargaining unit.

The employer asserts that, based upon the duties of the security officers, a conflict of interest would be created with other clerical and services employees that warrants the security officer exclusion from the existing bargaining unit. In support of this argument, the employer points to Commission precedent that preclude supervisors being included in the same bargaining unit with employees they supervise. *Snohomish County*, Decision 4027 (PECB, 1992)(an impermissible

conflict of interest arises where "supervisors are called upon to simultaneously represent management's interests and act collectively with the rank-and-file employees).

WAC 391-35-340 provides for the exclusion of supervisors from bargaining units containing their rank-and-file subordinates. The purpose of the rule is to avoid the conflicts of interest created by including a supervisor who is acting on behalf of his or her employer in the same bargaining unit as the employee he or she supervises. *City of East Wenatchee*, Decision 11371 (PECB, 2012); *City of Lynnwood*, Decision 8080-A (PECB, 2005), *aff'd*, Decision 8080-B (PECB, 2006). The precedent and rule are based on the premise that supervisors possess a different community of interest from the rank-and-file employees that justify their exclusion from a rank-and-file unit. *International Ass'n of Fire Fighters, Local 1052*, 29 Wn. App. at 608.

Although WAC 391-35-340 is not applicable to the facts and arguments presented in this case, examination of the duties and working conditions of security officers still must be examined to determine if a conflict of interest exists to warrant their exclusion from a bargaining unit containing employees in other job classes. In examining the alleged conflict of interest and the analogy to supervisors, it is important to remember that only a certain level of supervisory authority creates the type of conflict requiring the exclusion from the rank-and-file bargaining unit. *Rosalia School District*, Decision 11523 (PECB, 2012).

The definition of supervisor utilized by the Commission may be more restrictive than the common understanding of the term supervisor. The Commission's definition is limited to bargaining unit determinations and designed to prevent conflicts of interest that would occur by commingling supervisors in the same units as other bargaining unit employees. For bargaining unit determinations, an employee with limited authority to make changes to the employment relationship, such as directing subordinates in their daily assignments or in administrative matters, is often characterized as a "lead worker," not a supervisor. *State – Corrections*, Decision 9024-A (PSRA, 2006).

A determination under the Commission's definition of supervisor does not negate or strip away any titular or other supervisory authority of that employee. *Rosalia School District*, Decision 11523. Indeed, an employee may possess a lower level of supervisory authority and be deemed a "supervisor" by subordinates, but that authority does not pose the level of conflict contemplated by the statute which would require separating the employee out of the bargaining unit. *Id*.

In this case, the duties of the security officers do not warrant their exclusion from the existing bargaining unit. The employer's analogy to the conflict of interest faced by a supervisor is misplaced. At most, the examples of conflict of interest in the record are like that faced by a lead worker and other types of employees who would not be excluded from the bargaining unit.

Security officers are charged with enforcing the employer's trespassing rules. The employer expects security officers to apply those rules to all people who come into contact with an employer facility, including bargaining unit members. However, as it relates to union issues, security officers are required to contact management before taking action. The record indicates that instances of this happening are rare. On at least one occasion, however, a security officer asked a union organizer to leave an unauthorized area of the hospital at the direction of management. The organizer left the area without incident. In 2010 and 2011, security officers were required to monitor and provide updates to management regarding two union picketing campaigns to ensure no unauthorized access to the facility. The picketing occurred without incident.

Security officers are limited in their ability to enforce the employer's rules against a trespasser. If any trespasser refuses to leave an unauthorized area, the security officer is required to contact law enforcement to have the individual removed. There is no evidence that a security officer has ever had to call law enforcement related to union activities.

The employer argues that security officers have a role in investigating employee misconduct which creates a conflict between the security officers and other bargaining unit members. When employees are accused of misconduct, a security officer responds and prepares written incident reports. When requested by management, security officers also provide copies of security tape

footage and other data that human resources uses as "a piece" in determining whether discipline is warranted. While it is clear that the security officers serve as collectors of information that could lead to discipline, there is no evidence suggesting security officers have the independent authority to make decisions regarding discipline.

The employer also points to a recent situation where the union challenged the accuracy of a security officer's incident report concerning a bargaining unit employee in a grievance proceeding as evidence of a conflict of interest. Unions frequently face such conflicts when representing a bargaining unit. For example, challenging the accuracy of the incident report is akin to a union cross-examining and challenging the recollection of one of its members who was witness to misconduct of another member in a grievance proceeding. Such conflicts are inherent in any bargaining unit that includes more than one member.

The employer cites a variety of facts to support its argument that security officers have a conflict with other bargaining unit members. For example, security officers "stand by" when management terminates an employee and escorts the terminated employee out of the building. Security officers enforce parking regulations and issue parking tickets, have access to information contained in databases regarding employees, including some license plate numbers, employee names, badge numbers, work locations, job titles, and security access levels. Security officers also have access to all of the facility except the pharmacy and some high level executive offices.

While these facts demonstrate the unique role security officers play in the employer's operations, they do not support a conclusion that the security officers exercise independent authority. In each instance, security officers perform the function at the employer's direction and consistent with the employer's policies, and no evidence suggests the security officers can set their own policies to enforce. To the extent the employer argues that including the security officers in the bargaining unit creates a situation where security officers will feel conflicted about following management directives because of their union membership, it should be noted that nothing in this decision impinges on the right of the employer to direct security officers in their day-to-day activities. As the Commission noted in *Seattle School District*, Decision 11045-A (PECB, 2011):

Employees have an obligation to follow the reasonably issued instructions of their supervisors, even if those instructions run afoul of the provisions of a collective bargaining agreement or a negotiated policy. An employee may inform his or her supervisor that the instructions are contrary to the agreement, but Chapter 41.56 RCW does not protect employees who argue or become insubordinate with their supervisors about those instructions or the performance of their duties.

Nothing in this record suggests that security officers have the independent authority to make meaningful changes in the working conditions of bargaining unit members that creates a conflict of interest to warrant application of the Commission's supervisory standard. Therefore, the security officers will not be excluded from the bargaining unit on that basis.

Application of Standards - Community of Interest

The next step in the analysis is to determine whether the remaining community of interest criteria of RCW 41.56.060 dictates the exclusion of the security officers from the clerical and services bargaining unit. In applying the community of interest factors to this case, the history of collective bargaining factor is not relevant because the security officers are not represented. Further, the desires of the security officers will not be addressed because that factor will be determined through further processing of the petition. *City of Centralia*, Decision 2940 (PECB, 1988).

Extent of Organization -

In this case, the employer bargains with unions representing four bargaining units. In addition to the clerical and services bargaining unit at issue here, there is a bargaining unit of nurses with approximately 925 employees, a bargaining unit of professional/technical employees with approximately 150 employees, and a bargaining unit of facilities and maintenance engineer employees with approximately 25 employees. While not explicitly included as one of the Chapter 41.56.060 RCW community of interest factors, the Commission seeks to avoid fragmentation for any bargaining unit determination. *King County*, Decision 6696 (PECB, 1999). Nothing in this organizational structure significantly implicates a fragmentation concern.

Therefore, based upon the facts of this case, the "duties, skills, and working conditions" factor is the most important, and determinative, factor to consider.

Duties, Skills, and Working Conditions -

Security officers have a unique role in ensuring a secure facility. However, the differences in duties, skills, and working conditions related to their security role are minimal when compared to the differences that exist between most other positions in the bargaining unit. Despite those difference, the record establishes that security officers share sufficiently similar duties, skills, and working with other bargaining unit employees to support including them in the bargaining unit.

Security officers work in the same facilities and in close proximity to other bargaining unit members when stationed at the security stations and when patrolling the facilities. At the Kirkland main campus, the security officer's work station is located in the same area as the emergency department where bargaining unit members are stationed. Security officers work directly with bargaining unit members in restraining and monitoring troubled and unruly patients. At the Redmond facility, bargaining unit members relieve the security officer when he or she needs to patrol the facility or go on break. Other bargaining unit members are familiar with the security officers and in some cases know them by name.

Similar to most other bargaining unit positions, security officers are required to have a high school education and are required to have one year of security or related training/experience. The security department shares a similar reporting relationship in the employer's organizational structure as departments containing bargaining unit members. The head of the security department reports to the director of support services who in turn oversees departments containing bargaining unit positions, including food services and environmental services/linen/nutrition.

Security officers receive the same orientation as all other newly hired bargaining unit positions. Like some other bargaining unit positions, security officers train in non-violent crisis intervention and the use of patient restraints. While security officers receive training in using the employer's

incident management system, a system only used by the security officer, other bargaining unit positions also require specialized training in their fields of work.

Similar to certain other bargaining unit positions, security officers are required to maintain a current Washington State driver's license. Security officers and other bargaining unit positions are also subject to the same employee handbook of policies and code of conduct and are required to follow department-specific policies. In addition, security officers and other bargaining unit positions must respond to emergency "code" situations in a way that is consistent with their job duties.

The employer also points to other differences between security officers and other bargaining unit positions. For instance, security officers are authorized to use physical force in extreme cases and have access to almost all areas of the employer's facilities. Additionally, they use specialized incident reporting databases and other systems. Security officers work both indoors and outdoors at both Kirkland and Redmond, and have distinct workstations within the facilities.

While security officers may be authorized to use physical force, the only evidence of security officers using such force is when security officers work with bargaining unit members in the emergency department to restrain unruly patients. Furthermore, although security officers have distinct workstations, the same could be said for all bargaining unit positions in comparison to each other. For example, the dishwasher has a distinct workplace from the patient registrar. The fact that seniority rules do not apply to security officers is most likely explained by the fact that security officers are not covered by a collective bargaining agreement.

In a bargaining unit as varied as the clerical and service bargaining unit, it is not surprising that security officers have some different duties, skills, and working conditions when compared to other bargaining unit positions. Many of the differences pointed out by the employer that exist between the security officers and other bargaining unit positions apply equally, albeit in different ways, when comparing other existing bargaining unit positions. The statute only requires an

appropriate unit and the differences cited by the employer do not render the bargaining unit inappropriate.

The security officers share sufficiently similar duties, skills and working conditions as other clerical and service bargaining unit employees to warrant their inclusion in the existing bargaining unit. Because none of the other community of interest factors bear significantly on the analysis, it is appropriate to include the security officers in the petitioned-for bargaining unit.

Conclusion

The security officers are not precluded by any conflict of interest from being included in the clerical and services bargaining unit. The security officers and lead security officers share a community of interest with the clerical and services bargaining unit represented by the union. The case will be remanded to the Representation Case Administrator for further proceedings consistent with this decision.

FINDINGS OF FACT

- 1. Evergreen Hospital (King County Public Hospital District 2) is a public employer within the meaning of RCW 41.56.030(12).
- 2. SEIU Healthcare 1199NW is a bargaining representative within the meaning of RCW 41.56.030(2).
- 3. SEIU Healthcare 1199NW represents a bargaining unit of employees described as:

ALL FULL-TIME AND REGULAR PART-TIME CLERICAL AND SERVICE EMPLOYEES OF KING COUNTY PUBLIC HOSPITAL DISTRICT 2 (EVERGREEN HOSPITAL), EXCLUDING CASUAL EMPLOYEES, SUPERVISORS, CONFIDENTIAL EMPLOYEES AND ALL OTHER EMPLOYEES.

- 4. On August 22, 2012, SEIU Healthcare 1199NW filed a properly supported representation petition seeking inclusion of the employees in the security officer and lead security officer job class in its existing clerical and service bargaining unit.
- 5. Employees in the security officer and lead security officer job class work in the same facilities and in close proximity to other employees in the clerical and service bargaining unit members alongside bargaining unit members in providing patient care and frequently come into contact with patients and visitors.
- 6. Employees in the security officer and lead security officer job class are compensated and receive benefits similar to other employees included in the clerical and service bargaining unit.
- 7. The educational and experience requirements for employees in the security officer and lead security officer job class are similar to the standard required for other positions in the clerical and service bargaining unit positions.
- 8. Employees in the security officer and lead security officer job class share a similar reporting relationship in Evergreen Hospital's organizational structure as departments containing clerical and service bargaining unit members.
- 9. Employees in the security officer and lead security officer job class receive the same new hire orientation, similar training, and are subject to the same employee handbook of policies and code of conduct as other employees hired into the clerical and service bargaining unit.
- 10. Security officers must maintain a Washington State driver's license. Other positions in the existing bargaining unit also require employees to maintain driver's licenses.

11. Including the security officers and lead security officers in the clerical and service bargaining unit will not create an impermissible conflict of interest with other bargaining unit members.

CONCLUSIONS OF LAW

- 1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-25 WAC.
- 2. Based on Findings of Fact 5 through 12, the security officers and lead security officers share a community of interest with the larger clerical and service bargaining unit represented by the union as described in Finding of Fact 3. Therefore, if the security officers are included in the bargaining unit, the bargaining unit remains an appropriate bargaining unit within the meaning of RCW 41.56.060.

DIRECTION OF ELECTION

The case is remanded to the Representation Case Administrator for further proceedings to determine whether a majority of the employees desire to be included in the bargaining unit represented by the union for the purposes of collective bargaining.

Issued at Olympia, Washington, this 2nd day of May, 2013.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless an appeal is filed with the Commission under WAC 391-25-660.

PERG STATE OF WASHINGTON

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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PUBLICJEMPLOYNEMT RELATIONS COMMISSION

CASE NUMBER:

25086-E-12-03741

FILED:

08/22/2012

FILED BY:

PARTY 2

DISPUTE:

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MIXED CLASSES

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COMMENTS:

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