STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| WASHINGTON PUBLIC EMPLOYEES' ASSOCIATION,<br><br>Complainant,<br><br>vs.<br><br>BELLEVUE COMMUNITY COLLEGE,<br><br>Respondent. | CASE 24866-U-12-6349<br><br>DECISION 11539 - PSRA<br><br>ORDER OF DISMISSAL |

On June 6, 2012, the Washington Public Employees' Association (Union) filed four complaints charging unfair labor practices with the Public Employment Relations Commission under Chapter 391-45 WAC, naming Skagit Valley Community College as respondent. On June 8, 2012, the Union filed four complaints against three other colleges, including Bellevue Community College, and filed amended complaints for those cases on June 13, 2012. On June 12, 2012, the Union filed 13 complaints against nine additional colleges. On June 12, 2012, a preliminary ruling was issued for the four Skagit Valley College complaints, finding causes of action for refusal to bargain and independent interference; however, the processing of those complaints was stayed on June 15, 2012, in view of the filing of the 17 additional complaints. On June 26, 2012, deficiency notices were issued for all 21 complaints. The preliminary rulings in the Skagit Valley College cases were issued prematurely and were amended to conform to the deficiency notices issued in the other 17 complaints. The Skagit Valley College cases are distinct from the other cases because they include independent interference allegations. The deficiency notice issued in the Skagit Valley College cases was also distinct, as it was a notice of partial deficiency, finding a cause of action for interference, but finding the allegations of refusal to bargain to be defective.

In all 21 cases, the Union was given a period of 21 days in which to file and serve amended complaints or face dismissal of the complaints. The Union filed the relevant first amended complaint for Bellevue College on July 31, 2012. Prior to a ruling on the July 31 amended complaint, the Union filed a second amended complaint on August 27, 2012. A deficiency notice

was issued for the August 27 amended complaint on September 6, 2012, and the Union requested clarification of the notice on September 14, 2012. An amended deficiency notice was issued on September 19, 2012. The Union has not responded to that notice. Although this ruling applies only to the Bellevue College amended complaint, the interconnected facts of all these cases require a consolidated discussion that includes the Union's claims in all 21 of the amended complaints.

## DISCUSSION

### Original Complaints

The deficiency notice pertaining to Bellevue College pointed out the defects to that complaint within the context of the other complaints.

The allegations of the complaint concern employer refusal to bargain in violation of RCW 41.80.110(1)(e) [and if so, derivative interference in violation of RCW 41.80.110(1)(a)], by breach of its good faith bargaining obligations regarding a three percent salary reduction.

In all 21 complaints, the Union alleges that in a letter to the Labor Relations Office of March 30, 2012, it sought bargaining over the negotiated contract, "because a number of community college officials had told the Union that they would prefer not to implement the temporary salary reduction, and that they could afford not to. The college presidents had voted nearly unanimously to try to avoid the salary reduction." (Hereinafter, this quotation will be referred to as the March 30 LRO allegations.)

The complaints also include a letter of May 24, 2012, from Gerald Pumphrey allegedly representing the wishes of "the presidents of the community colleges" in seeking "avenues of flexibility" regarding the salary reduction. The Union alleges that this letter shows that "[t]he Colleges clearly expressed their desire to renegotiate the 3% salary reduction."

The non-specific nature of the claims in the March 30 LRO allegations and May 24 Pumphrey letter were not as problematic when the only respondent was Skagit Valley College. However, the addition of 12 other Colleges as respondents requires more specific information about the Union's claims, as well as re-evaluation of the Skagit Valley College complaints in light of the 17 additional ones.

The Union and Colleges are parties to collective bargaining agreements set to take effect on July 1, 2012. The Union seeks to reopen the contracts for bargaining on the three percent salary reduction and has made that demand. No cause of action would exist had the initiative for the demand originated with the Union.

However, the Union alleges that the initiative for the demand originated with the Colleges–that in the aggregate, the words and actions of College officials concerning the salary reduction were more than gratuitous gestures. The Union's apparent claim is that the Colleges created a duty to bargain and have breached that duty by subsequently refusing to bargain upon demand.

The Union has presented evidence that after all 21 collective bargaining agreements were ratified, a number of employer officials allegedly expressed regret to union members about a term of those agreements favorable to the employer, *i.e.*, the salary reduction, including providing union members copies of the May 24 Pumphrey letter (Cascadia and Olympic Colleges), with statements such as, affirming that they would like to avoid the "terrible" wage cut (Skagit Valley College), that the salary reduction was "unfair" (Olympic College), and that the reduction was "horrible" and employees should contact their union (Walla Walla College). Such allegations coming before the Commission are rare, if not unprecedented.

In the context of long-term collective bargaining relationships, the good faith bargaining obligation calls for communication in an effort to reach an agreement that is above and beyond what might be expected in other business relationships. The Union has raised a legitimate question of whether the Colleges breached their duties of good faith bargaining. Because there is no Commission precedent directly addressing this unique set of facts, further unfair labor practice proceedings could be in order, but the Union must address the defects to the complaints.

Defects

First, the complaints do not specifically address the March 30 LRO allegations about all of the Colleges' financial ability to avoid the salary reduction. The March 30 LRO allegations also state that the College Presidents "voted nearly unanimously" to try to avoid the salary reduction, but there is no date given for that vote or identification of the dissenters. The Union must provide more information under WAC 391-45-050(2) concerning its claims in the March 30 LRO allegations, including times, dates, places, and participants in occurrences.

Second, the Cascadia and Olympic College complaints indicate that those Colleges informed the Union about the May 24 Pumphrey letter, but the other complaints do not show how or when the Union became aware of the letter. The Pumphrey letter was addressed to the Office of Financial Management (OFM), not the Union; thus, the manner by which the Union acquired knowledge of the letter is relevant.

Third, the complaints for Clark College include the information that the Clark College President sent an email to classified employees on May 15, 2012, stating, in pertinent part, that "[o]ur repeated attempts to find a way to mitigate this cut . . . were declined by the state board . . . ." The complaints for Walla Walla College echo this statement. This raises an issue of agency for all 21 complaints. Regardless of whether most or all the College Presidents seek to reopen negotiations, the Clark College and Walla Walla complaints suggest that they do not have the authority, and that any alleged offers to renegotiate the salary reduction would need to originate with the State Board of Community and Technical Colleges.

In addition, in all but the Skagit Valley College cases the complaints include portions of a letter from OFM of June 6, 2012, responding to the May 24 Pumphrey letter. This information does not indicate that the relationship between the College Presidents and OFM is a typical one between clients and their bargaining representative. The response does not provide advice to the Presidents for their consideration regarding the wage cut, but rather states that the Colleges "must accept" the salary reduction. The Skagit Valley College complaints present the Pumphrey letter as "a desire to renegotiate" the salary reduction by the College Presidents, and the Union alleges

that the letter helps create a duty to bargain. However, the inclusion of the June 6 OFM letter in most of the complaints brings further into question the authority of the Presidents to effect their alleged desire to bargain. The Union must provide information indicating that the College Presidents have the authority to renegotiate the salary reduction.

Although the complaints refer in detail to the Labor Relations Division and OFM, the Commission does not have jurisdiction to intervene in the relationships between employers and their bargaining representatives. No cause of action is given or implied for the advice allegedly given to the Colleges by their labor representatives.

## First Amended Complaints of July 31

### Multiple employers

Although there are 21 amended complaints, they refer to 13 individual employers, whose responses are varied and must be considered individually: Columbia Basin College, Wenatchee Valley College, Tacoma College, Bellevue College, Grays Harbor College, Clark College, Highline College, Pierce College, Edmonds College, Cascadia College, Skagit Valley College, Walla Walla College, and Olympic College.

### Summary of allegations

In addition to the May 24 Pumphrey letter, the Union produced the June 6 OFM letter, which stated that the Colleges were free to negotiate with the Union over ways to mitigate the effects of the reduction. The Union also provided unique facts: alleged statements by College officials regarding the reduction expressing disagreement with it ("terrible, "horrible," "unfair"). A comparison to general government would be a *hypothetical* situation where, after the signing of a collective bargaining agreement between a city and a union involving a pay reduction, the city's mayor were to tell union members that the city actually did not have to reduce pay, that only union members had to take the reduction, and that the mayor thought it was "horrible." That unlikely scenario would probably produce an unfair labor practice complaint, as it has here when presented as an alleged occurrence in fact.

Communications between the Colleges and their representative were not offers to bargain

The May 24 Pumphrey letter, and the June 6 OFM letter are communications between the Colleges and the LRO and were not intended as communications to the Union. There is a distinction between whether the College Presidents wanted to renegotiate the salary reduction, and so expressed that to LRO/OFM, and whether they made offers to the Union to do so. These communications cannot be considered offers to renegotiate, but only as possible supporting evidence of any offers.

Were there offers to renegotiate the salary reduction creating a duty to bargain?

There is no dispute that the Union and all 13 Colleges signed collective bargaining agreements wherein the Union agreed to the three percent salary reduction. However, the Union is not simply demanding that the Colleges reopen the agreements to bargaining over the reduction, but rather is alleging that the Colleges have created a legal duty to bargain by making offers to renegotiate the salary reduction and have breached their duties of good faith bargaining in now refusing to negotiate over their alleged offers. The existence of these offers is the foundational inquiry: Did the Colleges manifest willingness to renegotiate the salary reduction, with the expectation that the Union would accept the offers?

Edmonds, Cascadia, Skagit Valley, Walla Walla, Clark, Grays Harbor, and Olympic Colleges

The issue here is whether officials of the Colleges in this group made statements subsequent to contract ratification that created duties to bargain over renegotiating the reduction. In other words, having negotiated the reduction, did the officials of seven Colleges (Edmonds, Cascadia, Skagit Valley, Walla Walla, Clark, Grays Harbor, and Olympic) come to regret that decision and make offers to the Union to bargain changes to the signed contracts?

In summary, the evidence regarding Edmonds College is that a College official–not the President–told a Union representative that the College did not need to implement the salary reduction, would prefer not to, and was considering ways to avoid it. The evidence pertaining to Cascadia College is that the President expressed unhappiness with the reduction and provided the Union with the May 24 Pumphrey letter. At Skagit Valley College, the President called the

reduction "terrible," and the administration stated it would prefer to avoid the reduction. The amended complaints for Walla Walla College are similar, with the President stating that the College did not need to make the reduction and that it was "horrible," but adding that the State Board would not allow renegotiation. The Clark College President said that the State Board had declined the College's attempts to mitigate the salary reduction, and that the reduction "stinks" and is "kick in the gut," but "we will continue to do our jobs . . . without for a moment agreeing that this reduction is fair or warranted." The Grays Harbor College President stated that the Colleges tried to avoid the cuts, that they were unnecessary, and that he did not want to make them. He told employees that "if I were you, I would feel pretty upset." He stated he had no power to renegotiate the reduction and that his "hands were tied." The Olympic College President provided the union with the May 24 Pumphrey letter, found the reduction "unfair," and a "bum deal," and stated the College could avoid the cut and would be open to ways to "mitigate the pain," but that the "OFM LRO" declined to renegotiate the reduction. In an e-mail directed to College officials, the President directed them to "explore ways to mitigate the impact" of the salary reduction.

While the facts indicate that those officials/Presidents were outspoken in their dissatisfaction with the reduction, there is no indication that they made offers to bargain. The Union claims that the College Presidents are mistaken in their view that they are prevented from renegotiating the reduction, and that they do have the authority to do so. However, that would be relevant only if there were any showing that the officials/Presidents in this group had made explicit offers to renegotiate and then reneged on the offers. The amended complaints do not show that. Some of the Presidents expressed their sympathy with the employees scheduled to take the reduction, but declined to make any offer to renegotiate. Regardless of whether officials of the Colleges in this group are mistaken about their ability to renegotiate the reductions, the facts show that they have declined to do so. Even if they were using the State Board or LRO positions as excuses not to negotiate, that would not be unlawful or somehow create an affirmative duty to bargain. Expressions of sympathy combined with explicit statements about inabilities to renegotiate the salary reduction cannot be construed as offers to bargain.

Highline and Pierce Colleges

The amended complaints for these Colleges offer different responses on the same theme as the previous seven: The Colleges cannot renegotiate the reduction. Unlike the previous seven Colleges, officials in this group offer no expressions of sympathy to employees. The Highline College President states that the Legislature required the reduction, and a Pierce College official states that the LRO will not renegotiate. Again, regardless of whether the proffered explanations are mistaken about the Colleges' abilities to renegotiate, or were excuses not to renegotiate, they are not unlawful and do not create duties to bargain.

Wenatchee, Tacoma, and Bellevue Colleges

The amended complaints for these Colleges contain no information specific to them regarding renegotiating the reduction. The inference is that College officials have not made any relevant statements about the reduction. There can be no offers to renegotiate imputed to silence relative to this group of Colleges.

Columbia Basin College

On August 6, 2012, the Union filed an amended complaint alleging independent interference against Columbia Basin College. That case is currently being processed in separate unfair labor practice proceedings. On August 13, 2012, the Union filed the relevant amended complaint in the present proceedings, pertaining only to refusal to bargain allegations and the question of whether any evidence indicates that the College made an offer to renegotiate the salary reduction. The President states that the College cannot do so, saying that "we must follow the law [complying with the signed contract]." As with the other Colleges, this statement indicates that Columbia Basin College did not make an offer to the Union to renegotiate the reduction, regardless of whether it has the ability to do so. The Union's assertion that the President is mistaken about the law is not relevant to whether the President offered to bargain: He specifically declines; whether he is mistaken about the law would raise a question in an unfair labor practice proceeding only if he had made an offer to bargain and then reneged on it using "following the law" as a reason for regressive bargaining; however, those are not the facts here.

In addition, an element in the Union's separate complaint for interference is the allegation that Columbia Basin College encouraged the filing of a decertification petition. That claim indicates that the College has no intention of renegotiating the reduction. The Union logically cannot allege both that Columbia Basin College is openly hostile to the Union's goals regarding the salary reduction *and* has made an offer to renegotiate it.

No causes of action for refusal to bargain

There is no evidence of bad faith bargaining during contract negotiations by the Colleges. Although it would be untimely, such evidence could provide relevant background for the present allegations. However, the amended complaints do not show that the College Presidents were at the negotiating table when the issue of salary reduction came up and do not indicate that they initially provided input, made expressions of regret, or made direct or implied promises to address the issue during contract negotiations. Rather, the College Presidents who made comments on the salary reduction did so after the contracts were ratified.

The Union has presented evidence that some of the College Presidents were open with their dissatisfaction with the salary reduction and that a number of the Colleges stated they did not need to implement the reduction. The Union alleges that the College Presidents voted nearly unanimously to avoid the reductions and wanted to renegotiate those reductions; however, the evidence does not indicate that any of the Colleges made offers to the Union to bargain over the issue. There is no compelling evidence that after ratification the College Presidents made definitive offers to renegotiate the salary reduction and intended to invite the Union to accept those offers. Statements that the reductions were not necessary, and expressions of sympathy and even disagreement with the reduction, do not constitute explicit offers to bargain.

Bellevue College Amended Complaint of July 31, 2012

Because of the interconnected claims against all the Colleges, the Bellevue College amended complaint must be reviewed in light of the all the facts presented in the other amended complaints. There is no evidence of any communication by Bellevue College officials about the salary reduction, either to employees or the Union. Bellevue College did not offer to renegotiate the salary reduction and has no duty to bargain with the Union over that issue.

Second Amended Complaints of August 27

Prior to a ruling on the amended complaints of July 31, the Union filed second amended complaints for all Colleges on August 27, 2012. In addition to new refusal to bargain allegations, the amended complaints included independent interference claims. A deficiency notice issued on September 6, 2012, discussed the interference claims, but did not discuss the new refusal to bargain claims. The Union filed a motion for clarification on September 14, 2012. An amended deficiency notice was issued on September 19, 2012, and included a ruling on the new refusal to bargain claims. The Union was given an additional 21 days to respond, but has not filed any further information.

Amended deficiency notice of September 19

The deficiency notice issued on June 26, 2012, was fully incorporated into the September 19 ruling. In its motion of September 14, the Union requested clarification regarding the additional information supplied in its amended complaints of August 27, 2012, pertaining to refusal to bargain claims. The Union correctly stated that the deficiency notice of September 6, 2012, did not rule on additional claims for refusal to bargain presented in the amended complaints. The intent of the September 6 notice was to restrict the Union's response to the independent interference claims and result in a clear distinction between the refusal to bargain and independent interference claims. The Union's motion raised the possibility that the additional refusal to bargain claims would need to be addressed in a separate ruling to accomplish that purpose. Because that would not have served administrative economy, the Union's point was well taken, and the additional refusal to bargain claims were addressed in the September 19 ruling.

The August 27 amended complaints allege independent interference

The August 27 amended complaints pertain to all the Colleges and contain independent interference claims, including new ones for Skagit Valley and Columbia Basin Colleges. In all its amended complaints prior to August 27, the Union alleged refusal to bargain, with the attendant claim of derivative interference. The August 27 amended complaints distinguish between derivative interference claims related to alleged violations of RCW 41.80.110(1)(e), and

independent interference claims under RCW 41.80.110(1)(a), alleging, in summary, that the Colleges have independently violated the latter statute and undermined the Union by:

- "Falsely" claiming that the Colleges do not have the authority to negotiate with the Union over the salary reduction;
- Communicating and/or meeting with Union members relative to renegotiations and the effects and mitigation of the reduction;
- Allowing its bargaining agent, the Office of Financial Management (OFM), to "make the threat" that renegotiating the three percent salary reduction would result in the Colleges forfeiting their funding;
- A representative of the State Board communicating with two Colleges and the Labor Relations Division (LRD) concerning OFM's representation, on May 15 and June 15, 2012;
- The Colleges' legal counsel recommending that the Colleges not meet or talk with the Union until after the due date for the Union's response to the June 26 deficiency notice;
- The Cascadia College President declining to speak to the Union upon a request to bargain over mitigating the effects of the reduction; and
- OFM telling the Union in a letter of August 7, 2012, that the Colleges are free to bargain over mitigation, but are not required to do so.

The Union continues to allege employer refusal to bargain and derivative interference, but also states that the Colleges' actions described in the previous paragraph constitute independent interference through undermining the Union's role as an exclusive bargaining representative, in violation of RCW 41.80.110(a).

The amended deficiency notice of September 19 pointed out the defects to the August 27 amended complaints. The Union had the opportunity to respond to the June 26 notice and was given the opportunity to respond to the deficiencies in the August 27 amended complaints.

The Commission processes two kinds of interference claims: derivative and independent. A derivative claim depends upon the underlying claim; all causes of action automatically include a derivative interference claim. Derivative interference claims do not survive dismissal of the underlying claim. *Royal School District*, Decision 1419-A (PECB, 1982); *Northshore Utility District,* Decision 10534-A (PECB, 2010). Independent interference claims stand alone. It is an unfair labor practice for an employer to interfere with employee rights in violation of RCW 41.80.110(1)(a), by making threats of reprisal or force or promises of benefit in connection with union activities. An employer interferes with the collective bargaining rights of all bargaining unit members if it disparages, discredits, ridicules, or undermines the exclusive bargaining representative of its employees. *Grant County Public Hospital District 1*, Decision 8378-A (PECB, 2004). In the Skagit Valley and Columbia Basin College cases, causes of action were given for independent interference allegations related to statements by College officials to bargaining unit members that are separate from the refusal to bargain allegations. In the August 27 amended complaints, the Union alleges that the Colleges' actions constitute independent interference by undermining the Union.

Allegations of undermining the Union

The Union's independent interference claims for employer actions–occurring prior to the August 27 amendments–allege that the Colleges: (1) "falsely" claimed that they do not have the authority to negotiate with the Union over the salary reduction; (2) communicated and/or met with Union members relative to renegotiations and the effects and mitigation of the reduction; and (3) allowed their bargaining agent (OFM), to "make the threat" that renegotiating the three percent salary reduction would result in the Colleges forfeiting their funding.

All of those allegations are directly related to the refusal to bargain claims at the heart of the Union's amended complaints. Interference claims relative to: (1) the Colleges' authority to negotiate; (2) communications and meetings with bargaining unit members; and (3) the consequences of any negotiations, originate with the refusal to bargain allegations, not as separate causes of action, and therefore they are derivative. "There are no independent facts indicating an interference violation which were not also part of the claims for refusal to bargain." *Royal School District,* Decision 1419-A.

The August 27 amendments also contain new information regarding: (1) letters from the State Board; (2) legal advice to the Colleges and Cascadia College's response; and (3) letters between the Union and OFM. This information also fails to show independent facts separate from the refusal to bargain claims.

The letters from the State Board of May 15 and June 15, 2012, were not directed to the Union, but to College and LRD representatives, and concerned renegotiations over the salary reduction. The Union alleges that the letters included "threats," but the Union does not provide information on any alleged threats made to the Union in the letters. Alleged intra-employer threats are not actionable by the Union. In addition, the Union does not provide information on any comments by the State Board, College, or OFM/LRD representatives relative to the Union. There is no information showing that the State Board, Colleges, or OFM/LRD have undermined the Union by telling employees that the Union has prevented bargaining or otherwise impeded the bargaining process, or any evidence that the State Board, Colleges, or OFM/LRD have otherwise disparaged, discredited, ridiculed, or undermined the Union.

Legal advice not to talk with the Union about the salary reduction or mitigation–and the Cascadia College President's alleged following of that advice–are derivative of the refusal to bargain allegations. In addition, the legal advice, even if it were unprotected and thus relevant to this ruling, was directed to the Colleges, not the Union. The Cascadia College President made no comments to or about the Union unrelated to the refusal to bargain claims. The giving and receiving of advice between the Colleges and their representatives is not actionable by the Union and is not a basis for an independent interference cause of action.

The OFM Letter of August 7 makes no comments relative to the Union. There is no indication in the letter of threats of reprisal or force or promises of benefit, and no evidence of OFM disparaging, discrediting, ridiculing, or undermining the Union. The letter affirms that the Colleges may negotiate mitigation of the salary reduction, but are not required to do so. The letter is solely related to the refusal to bargain allegations.

The August 27 amended complaints do not indicate causes of action for independent interference other than those already granted in the Skagit Valley and Columbia Basin College cases.

Refusal to bargain allegations in the August 27 amended complaints

The new refusal to bargain allegations are:

- The Colleges' legal counsel recommended that the Colleges not meet to discuss even mitigation with the Union until after the Union's response to the June 26 deficiency notice;
- The Cascadia College President relied on that advice and refused to bargain mitigation with the Union.

The refusal to bargain claims in the August 27 amended complaint contain two new allegations of fact—the legal claims remain the same. The Union relies on OFM's statement that the Colleges are free to negotiate mitigation. The Union also provides information showing that OFM indicated that any negotiation was optional, not mandatory. Union alleges that the Colleges have failed to bargain in good faith by refusing to bargain mitigation until after the time for the response to the deficiency notice, despite the OFM/LRD statement that they are free to do so, and despite the Colleges' previously stated desire to bargain.

Legal counsel recommendation

The Colleges' legal counsel is not the employer. It is not clear how this allegation could state a cause of action. Nevertheless, regarding the alleged legal advice not to negotiate until after the response to the deficiency notice, and again leaving aside the question of the relevancy of this information, a cause of action could be considered only if the Union showed that there was a duty, rather than an option, to negotiate mitigation. However, there is no showing of a duty on the part of the Colleges to negotiate with the Union.

Cascadia College

In the claim against the Cascadia College President, the facts do not show that the President unlawfully refused to bargain upon demand; rather, according to the information presented by the Union, he declined the option of bargaining. If there is no duty to bargain, any alleged delay in

bargaining, *i.e.*, until after June 26, is irrelevant to a refusal to bargain claim. The same analysis applies to any College President who declines to bargain over mitigation, even though the option may exist to do so. The Union has presented facts showing only that the Colleges may negotiate mitigation, not that they have a duty to do so. Thus, no cause of action exists for a violation of RCW 41.80.110(1)(e) [and if so, derivative interference in violation of RCW 41.80.110(a)].

State Board and OFM letters

The Union also provides new information regarding the letters from the State Board of May 15 and June 15, and from OFM of August 7. There do not appear to be direct allegations of refusal to bargain related to these facts. However, to the extent that the Union may allege refusal to bargain regarding the aforementioned letters, there is no showing in those communications that the Colleges had a duty to bargain and failed to do so.

NOW, THEREFORE, it is

ORDERED

The allegations of the amended complaints of July 31 and August 27, 2012, in Case 24866-U-12-6349, concerning employer refusal to bargain in violation of RCW 41.80.110(1)(e) [and if so, derivative interference in violation of RCW 41.80.110(1)(a)], by breach of its good faith bargaining obligations regarding a three percent salary reduction; and employer interference with employee rights in violation of RCW 41.80.110(1)(a), are DISMISSED for failure to state a cause of action.

ISSUED at Olympia, Washington, this 30th day of October, 2012.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

DAVID I. GEDROSE, Unfair Labor Practice Manager

This 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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## RECORD OF SERVICE - ISSUED 10/30/2012

The attached document identified as: DECISION 11539 - 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

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| CASE NUMBER: | 24866-U-12-06349 | FILED: | 06/08/2012 | FILED BY: | PARTY 2 |
| DISPUTE: | ER GOOD FAITH | | | | |
| BAR UNIT: | ALL EMPLOYEES | | | | |
| DETAILS: | - | | | | |
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