City of Tacoma, Decision 11878 (PECB, 2013)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 483, Complainant, vs. CITY OF TACOMA, Respondent.	CASE 25298-U-12-6475 DECISION 11878 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Robblee, Detwiler & Black, P.L.L.P, by *Kristina Detwiler,* Attorney at Law, joined on the brief by *Andrew G. Lukes,* Attorney at Law, for the union.

City Attorney Elizabeth Pauli, by *Cheryl Comer,* Deputy City Attorney, for the employer.

On November 26, 2012, the International Brotherhood of Electrical Workers, Local 483 (union) filed an unfair labor practice complaint alleging that the City of Tacoma (employer) breached its good faith bargaining obligations in violation of RCW 41.56.140(4) regarding the use of the seventieth percentile in negotiations over a successor collective bargaining agreement (CBA). The union filed an amended complaint on December 21, 2012. The Commission assigned the matter to Examiner Claire Nickleberry and a hearing was held on April 25, 2013, and May 7, 2013. The parties filed post-hearing briefs for consideration.

ISSUE

Did the employer violate its good faith bargaining obligations by making a regressive proposal during negotiations over a successor CBA when it changed its position on wage placement from the seventieth percentile to the sixtieth percentile?

I find the employer breached its good faith bargaining obligations in violation of RCW 41.56.140(4) by making a regressive wage proposal regarding the use of the market placement at the seventieth percentile.

APPLICABLE LEGAL STANDARDS

In *Snohomish County,* Decision 9834-B (PECB, 2008), the Commission outlined the good faith bargaining obligations of public employers and unions representing their employees:

> Under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, a public employer has a duty to bargain with the exclusive bargaining representative of its employees. RCW 41.56.030(4). "[P]ersonnel matters, including wages, hours, and working conditions" of bargaining unit employees are characterized as the mandatory subjects of bargaining under *City of Richland*, Decision 2448-B (PECB, 1987), *remanded*, 113 Wn.2d 197 (1989); *Federal Way School District,* Decision 232-A (EDUC, 1977), citing *NLRB v. Borg-Warner Corp.*, 356 U.S. 342 (1958). An employer or union that fails or refuses to bargain in good faith on a mandatory subject of bargaining commits an unfair labor practice. RCW 41.56.140(1) and (4); 41.56.150(1) and (4).
>
> A finding that a party has refused to bargain is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. See *Spokane School District*, Decision 310-B (EDUC, 1978). 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, if any, that may achieve a mutually satisfactory accommodation of the interests of both the employer and employees. While the parties' collective bargaining obligation under RCW 41.56.030(4) does not compel them to agree to proposals or make concessions, a party is not entitled to reduce collective bargaining to an exercise in futility. *Mason County*, Decision 3706-A (PECB, 1991)

Totality of Circumstances

In determining whether an unfair labor practice has occurred, the totality of circumstances must be analyzed. *City of Mercer Island*, Decision 1457 (PECB, 1982); *Walla Walla County*, Decision 2932-A (PECB, 1988). The evidence must support the conclusion that the respondent's total bargaining conduct demonstrates a failure or refusal to bargain in good faith or an intention to frustrate or avoid an agreement. *City of Clarkston (International Association of Fire Fighters, Local 2299)*, Decision 3246 (PECB, 1989). No one action stands alone but the question becomes, in looking at the course of conduct over a period of time, has a party conducted itself in a way that demonstrates a lack of good faith bargaining.

In *Skagit County*, Decision 9133-B (PECB, 2006), the parties negotiated an agreement on the issue of subcontracting. The employer placed the agreement in writing but the union refused to sign it, alleging that it did not reflect the actual agreement between the parties. In determining what the parties had actually agreed to and whether the employer had committed an unfair labor practice, the examiner looked at the parties' overall conduct over the period of time that they were bargaining. The examiner found that a meeting of the minds had occurred but that the document did not reflect the parties' agreement.

Regressive Bargaining

Regressive bargaining occurs when one party at the bargaining table in some manner evidences an attempt to make a proposal less attractive. *City of Redmond,* Decision 8879-A (PECB, 2006).

In *City of Redmond,* Decision 8863-A (PECB, 2006), the Commission explained the bad faith element of the principle of regressive bargaining:

> In order for a party to regressively bargain in violation of RCW 41.56.140(4), the bad faith element must infect the collective bargaining process, such as bargaining in a manner to avoid reaching an agreement, and will normally not be based upon a single instance of the sort presented in this case. Simple disagreements or misunderstandings about the impact or implementation of a proposal will not by themselves satisfy the burden of proof. If a party realizes that one of its proposals regarding a mandatory subject of bargaining is misunderstood, and the misunderstanding is materially undermining the bargaining process, then it has a duty to attempt to clarify its proposal.

ANALYSIS

The union represents a bargaining unit of employees in a cable company titled Click! Network (Click!) which is owned by the employer. The parties' most recent CBA ran from September 16, 2008, through December 31, 2010. The parties agreed to extend this CBA for one year, with a new expiration date of December 31, 2011.

In the spring of 2011 the parties entered into bargaining for a successor agreement. During bargaining for the previous CBA the parties had discussed establishing a "market" for a wage

adjustment. They were not able to locate comparables at that time so agreed to try again in the next bargaining cycle. The union represents eight bargaining units at the city and six out of the eight made the market adjustment in 2008. Employees in the union's six bargaining units that agreed to the market adjustment were placed at the seventieth percentile of the market study.

On July 21, 2011, the union made a proposal for an adjustment to the wage scale based on a percentage cost of living adjustment (COLA) for 2011, 2012, and 2013.

On August 17, 2011, the employer made a proposal that included no wage increases for 2011 and 2012, a market study to be completed and implemented for 2013, and a COLA based on 100% of the Consumer Price Index (CPI) for 2014.

Also on August 17, 2011, the employer made a presentation to the union bargaining team which included a power point presentation titled "City of Tacoma Classification and Compensation Study Overview for Local 483 Click!." Joy St. Germain, Human Resources Director and lead negotiator, made the presentation. The slide from the power point titled "Competitiveness" indicated that the employer's compensation philosophy was to "position pay between the 65th and 75th percentile of the market." The slide titled "Data Management Methodology" stated: "seventieth percentile of the market used as top step in new pay structure." There was also a slide with an example of a classification showing how applying the seventieth percentile affected that classification's pay. These slides reflect the employer's "Compensation Philosophy" document that was adopted by the city council on January 16, 2008, revised on April 2, 2008, and in effect until replaced in February 2013.

St. Germain also handed out a document on August 17, 2011, titled "Market Data for L483 Click." This document listed seven classifications from the union's Click! bargaining unit with market data from 2009. One column on the document was titled "Market Seventieth Percentile" and listed market data from comparable employers for 2009. The document also included columns for 2009 top step and current top step.

On October 20 and 27, 2011, the employer repeated its wage proposal originally proposed on August 17, 2011. On October 27, 2011, the employer again gave the union the market data

document showing the seventieth percentile. The only change to the document was a notation at the top that stated it was "originally shared with union on 8/17/11" and "For discussion purposes on 10/27/2011." The employer relies on this notation to support its claim that the seventieth percentile was not a proposal, but only an example. The union's lead negotiator, Gayleen Wederquist, stated that she viewed all of the documents as a continuing discussion about the classification comparables and that the percentile was not an issue as the parties had continuously discussed the seventieth percentile and all the documents had reflected the same percentile.

In late October 2011, the parties mutually agreed to a one-year extension of the CBA for 2011 so that they could work on establishing appropriate classification matches for the market study.

Negotiations resumed in April of 2012. On April 3, 2012, the union's bargaining notes for that date reflect St. Germain discussing salary structure and referring to the seventieth percentile. The employer's bargaining notes for that date reflect a discussion about salary structure but no specific reference to the seventieth percentile. When asked about that reference, St. Germain testified that "the 70th percentile reference is given that *if* we had gone the 70th percentile, what would the top be." (emphasis added). St. Germain claims that she did not state in any way that the employer intended to place the Click! bargaining unit wages at the seventieth percentile. I find this statement to be disingenuous given the documents St. Germain provided to the union at negotiation meetings, the many examples she put forth during negotiations indicating the seventieth percentile, and the fact that the employer's compensation philosophy in place stated positions would be placed between the sixty-fifth and seventy-fifth percentile. St. Germain also could not recall many of the details related to conversations she had with the union regarding the seventieth percentile.

On April 12, 2012, the union responded to the employer's October 2011 proposal. In the union's comprehensive proposal they agreed to the employer's wage proposal to determine the 2013 wages by a market that both parties agreed to. Wederquist testified that the union was not concerned about stating the specific percentile because it had not been included in any of the union's other CBAs. Of the eight bargaining units represented by the union, six of them set their wages to market in their 2008-2009 CBAs. They were all set to the market at the seventieth

percentile. The language that was proposed here by the employer was the standard market language used in those CBAs. In other CBAs using the market language, the percentile was stated in the employer's offer letter not in the body of the CBA.

On May 15, 2012, the employer's wage proposal was no increase for 2012; 2013 – place at market; 2014 – 100% of CPI. This proposal also accepted a 5-step wage structure previously proposed by the union.

On June 4, 2012, the union's wage proposal was basically the same as the employer's previous proposal with the exception of a completion date for the market that was in the employer's proposal. The union also provided the employer with market data for five positions which noted the average at the seventieth percentile.

On July 11, 2012, the union presented a wage proposal very similar to its previous proposals except that they included language in the proposal for 2013 referencing: "The seventieth percentile of the agreed to market shall be utilized to determine any increases to the classification wage." When asked why the union felt a need to include this language when it had previously been left out, Wederquist testified: "At this time, we had started hearing some rumors that council was relooking at the philosophy. So it seemed important to identify that." Wederquist went on to say that the employer did not comment on or question the inclusion of the language.

The union's bargaining notes for the July 11, 2012 meeting indicate a discussion about the usage of comparables and survey data. They reflect St. Germain making a statement regarding the seventieth percentile and using the seventieth percentile of the average wage of the comparables. The employer's bargaining notes were taken by Tara Schaak, Labor Negotiator for the employer. On July 11, 2012, she arrived at the meeting about a half hour late. Her notes do not include any of the discussion related to the comparables. When questioned about this discussion, St. Germain testified, "So the seventieth percentile reference that I noted here is, when you use more than one salary survey source, you're looking at the seventieth percentile source and averaging the seventieth percentile if there's three surveys, and it's an explanation of that."

On August 9, 2012, the parties exchanged proposals and the employer presented a list of proposed classification comparables. The union continued to include the seventieth percentile in its proposal. The employer had removed the October 1 effective date for completion of the market data.

In October of 2012, the union was informed that St. Germain was no longer going to be the employer's lead negotiator. The new lead negotiator would be Mike Brock,[1] Labor Negotiator for the employer. On October 2, 2012, the parties met and spent some time bringing Brock up to date on the status of negotiations. Brock testified that he did not have a clear understanding of the employer's position regarding the wages that were being discussed. He stated, "I wasn't even sure whether wage proposals had been exchanged."[2] The parties discussed the seventieth percentile and Brock indicated that the market may not be set at the seventieth percentile. The employer provided a counter to three items but did not address wages.

On October 4, 2012, the union provided a proposal with no change to its position on the wage proposal which included the seventieth percentile.

On October 10, 2012, Brock presented the union with the employer's proposal for wages which set the market average at the sixtieth percentile. This was the first time the sixtieth percentile was brought to the union. Brock testified that he sought clarification from his supervisor at the time, John Dryer, Labor Relations Manager. He asked Dryer to get confirmation on what percentile Brock was to propose. Dryer got back to him and gave Brock the direction to propose the sixtieth percentile. Although Brock does not recall using these exact words, the union's bargaining notes reflect that Brock stated, "The council is empowering us with the 60th percentile."[3]

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1 Brock testified that he took over as lead negotiator in August of 2012; the record indicates that his first bargaining session with the union was October 2, 2012.

2 The union raised an issue in its post-hearing brief over the employer substituting a bargaining agent who was unfamiliar with the status of negotiations and lacked sufficient authority to engage in meaningful bargaining 17 months into negotiations. This issue was not raised in the complaint and I will not address it here.

3 The employer did not provide any bargaining notes for the October meetings.

On October 31, 2012, the parties met and discussed the market percentile and the history of the bargaining. The union requested that Brock go back to St. Germain and try to get agreement on the seventieth percentile.

On February 2, 2013, the city council passed a resolution creating a Compensation Philosophy document that set the target pay for each classification at the sixtieth percentile of the market.

CONCLUSION

The employer argues that there was no meeting of the minds by the parties during the bargaining sessions regarding setting the market at the seventieth percentile and that there were no written proposals made by the employer that specified the seventieth percentile. I don't find either of those arguments compelling. Throughout the bargaining process the employer consistently referenced the seventieth percentile, in its presentations and examples. There would be no reason for the union to think that the employer intended anything other than the seventieth percentile.

When deciding if a party has violated its good faith bargaining obligations, I must look at the totality of circumstances. A party violates its good faith obligations when its total bargaining conduct demonstrates an intention to frustrate or avoid an agreement. In this case, the employer continued down a path to resolution for 17 months knowing the whole time that the union believed they were bargaining the wage market to the seventieth percentile of the comparable employers. And if the employer didn't know that all along, as it claims, the employer certainly knew it when the union's proposal reflected the seventieth percentile and yet the employer did nothing to identify or clarify its position.

A party is guilty of regressive bargaining when it attempts to make a proposal less attractive. In this case the employer provided documents and examples verbally and written on the key issue of wages, to set the market at the seventieth percentile for at least 17 months before making a regressive proposal of the sixtieth percentile. This was done even while the employer's Compensation Philosophy of setting the market from the sixty-fifth percentile to the seventy-fifth percentile was still in place.

The employer's regressive sixtieth percentile wage proposal of October 10, 2012, after 17 months of numerous wage proposals for the seventieth percentile, demonstrates the employer's intent to frustrate or avoid reaching an agreement with the union. I find the employer breached its good faith bargaining obligations in violation of RCW 41.56.140(4) by making a regressive wage proposal regarding the use of the market placement at the seventieth percentile.

FINDINGS OF FACT

1. The City of Tacoma (employer) is a public employer within the meaning of RCW 41.56.030(12).

2. The International Brotherhood of Electrical Workers, Local 483 is a bargaining representative within the meaning of RCW 41.56.030(2).

3. The union represents a bargaining unit of employees in a cable company titled Click! Network (Click!) which is owned by the employer.

4. The parties most recent CBA ran from September 16, 2008, through December 31, 2010. The parties agreed to extend this CBA for one year, with a new expiration date of December 31, 2011.

5. In the spring of 2011 the parties entered into bargaining for a successor agreement. During bargaining for the previous CBA the parties had discussed establishing a "market" for a wage adjustment.

6. The union represents eight bargaining units at the city and six out of the eight made the market adjustment in 2008. Employees in the union's six bargaining units that agreed to the market adjustment were placed at the seventieth percentile of the market study.

7. On July 21, 2011, the union made a proposal for an adjustment to the wage scale based on a percentage cost of living adjustment (COLA) for 2011, 2012, and 2013.

8. On August 17, 2011, the employer made a proposal that included no wage increases for 2011 and 2012, a market study to be completed and implemented for 2013, and a COLA based on 100% of the Consumer Price Index (CPI) for 2014.

9. Also on August 17, 2011, the employer made a presentation to the union bargaining team which included a power point presentation titled "City of Tacoma Classification and Compensation Study Overview for Local 483 Click!." Joy St. Germain, Human Resources Director and lead negotiator, made the presentation. The slide from the power point titled "Competitiveness" indicated that the employer's compensation philosophy was to "position pay between the 65th and 75th percentile of the market." The slide titled "Data Management Methodology" stated: "seventieth percentile of the market used as top step in new pay structure." There was also a slide with an example of a classification showing how applying the seventieth percentile affected that classification's pay. These slides reflect the employer's "Compensation Philosophy" document that was adopted by the city council on January 16, 2008, revised on April 2, 2008 and in effect until replaced in February 2013.

10. St. Germain also handed out a document on August 17, 2011, titled "Market Data for L483 Click." This document listed seven classifications from the union's Click! bargaining unit with market data from 2009. One column on the document was titled "Market Seventieth Percentile" and listed market data from comparable employers for 2009.

11. On October 20 and 27, 2011, the employer repeated its wage proposal originally proposed on August 17, 2011. On October 27, 2011, the employer again gave the union the market data document showing the seventieth percentile.

12. The union's lead negotiator, Gayleen Wederquist, stated that she viewed all of the documents as a continuing discussion about the classification comparables and that the percentile was not an issue as the parties had continuously discussed the seventieth percentile and all the documents had reflected the same percentile.

13. In late October 2011, the parties mutually agreed to a one-year extension of the CBA for 2011 so that they could work on establishing appropriate classification matches for the market study.

14. Negotiations resumed in April of 2012. On April 3, 2012, the union's bargaining notes for that date reflect St. Germain discussing salary structure and referring to the seventieth percentile. The employer's bargaining notes for that date reflect a discussion about salary structure but no specific reference to the seventieth percentile. When asked about that reference, St. Germain testified that "the 70th percentile reference is given that *if* we had gone the 70th percentile, what would the top be." (emphasis added). St. Germain claims that she did not state in any way that the employer intended to place the Click! bargaining unit wages at the seventieth percentile. I find this statement to be disingenuous given the documents St. Germain provided to the union at negotiation meetings, the many examples she put forth during negotiations indicating the seventieth percentile, and the fact that the employer's compensation philosophy in place stated positions would be placed between the sixty-fifth and seventy-fifth percentile. St. Germain also could not recall many of the details related to conversations she had with the union regarding the seventieth percentile.

15. On April 12, 2012, the union responded to the employer's October 2011 proposal. In the union's comprehensive proposal they agreed to the employer's wage proposal to determine the 2013 wages by a market that both parties agreed to. Wederquist testified that the union was not concerned about stating the specific percentile because it had not been included in any of the union's other CBAs.

16. On May 15, 2012, the employer's wage proposal was no increase for 2012; 2013 – place at market; 2014 – 100% of CPI. This proposal also accepted a 5-step wage structure previously proposed by the union.

17. On June 4, 2012, the union's wage proposal was basically the same as the employer's previous proposal with the exception of a completion date for the market that was in the

employer's proposal. The union also provided the employer with market data for five positions which noted the average at the seventieth percentile.

18. On July 11, 2012, the union presented a wage proposal very similar to its previous proposals except that they included language in the proposal for 2013 referencing: "The seventieth percentile of the agreed to market shall be utilized to determine any increases to the classification wage."

19. The union's bargaining notes for the July 11, 2012 meeting indicate a discussion about the usage of comparables and survey data. They reflect St. Germain making a statement regarding the seventieth percentile and using the seventieth percentile of the average wage of the comparables. The employer's bargaining notes were taken by Tara Schaak, Labor Negotiator for the employer. On July 11, 2012, she arrived at the meeting about a half hour late. Her notes do not include any of the discussion related to the comparables. When questioned about this discussion, St. Germain testified, "So the seventieth percentile reference that I noted here is, when you use more than one salary survey source, you're looking at the seventieth percentile source and averaging the seventieth percentile if there's three surveys, and it's an explanation of that."

20. On August 9, 2012, the parties exchanged proposals and the employer presented a list of proposed classification comparables. The union continued to include the seventieth percentile in its proposal.

21. In October of 2012, the union was informed that St. Germain was no longer going to be the employer's lead negotiator. The new lead negotiator would be Mike Brock, Labor Negotiator for the employer. On October 2, 2012, the parties met and spent some time bringing Brock up to date on the status of negotiations. Brock testified that he did not have a clear understanding of the employer's position regarding the wages that were being discussed. The parties discussed the seventieth percentile and Brock indicated that the market may not be set at the seventieth percentile.

22. On October 4, 2012, the union provided a proposal with no change to its position on the wage proposal which included the seventieth percentile.

23. On October 10, 2012, Brock presented the union with the employer's proposal for wages which set the market average at the sixtieth percentile. This was the first time the sixtieth percentile was brought to the union.

24. On October 31, 2012, the parties met and discussed the market percentile and the history of the bargaining. The union requested that Brock go back to St. Germain and try to get agreement on the seventieth percentile.

25. On February 2, 2013, the city council passed a resolution creating a Compensation Philosophy document that set the target pay for each classification at the sixtieth percentile of the market.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.56 RCW and Chapter 391-45 WAC.

2. By its actions as described in Findings of Fact 8 through 25, the employer breached its good faith bargaining obligations in violation of RCW 41.56.140(4) and (1), by making a regressive wage proposal.

ORDER

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

1. CEASE AND DESIST from:

    a. Breaching its good faith bargaining obligations by making a regressive wage proposal.

b. In any other manner interfering with, restraining or coercing its employees in the exercise of their collective bargaining rights under the laws of the State of Washington.

2. TAKE THE FOLLOWING AFFIRMATIVE ACTION to effectuate the purposes and policies of Chapter 41.56 RCW:

a. Give notice to and, upon request, negotiate in good faith with the International Brotherhood of Electrical Workers, Local 483, on wages, hours and working conditions for a successor collective bargaining agreement.

b. Post copies of the notice provided by the Compliance Officer of the Public Employment Relations Commission in conspicuous places on the employer's premises where notices to all bargaining unit members are usually posted. These notices shall be duly signed by an authorized representative of the respondent, and shall remain posted for 60 consecutive days from the date of initial posting. The respondent shall take reasonable steps to ensure that such notices are not removed, altered, defaced, or covered by other material.

c. Read the notice provided by the Compliance Officer into the record at a regular public meeting of the City Council of the City of Tacoma, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

d. Notify the complainant, in writing, within 20 days following the date of this order, as to what steps have been taken to comply with this order, and at the same time provide the complainant with a signed copy of the notice provided by the Compliance Officer.

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

ISSUED at Olympia, Washington, this 20th day of September, 2013.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Claire Nickleberry

CLAIRE NICKLEBERRY, 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.

CASE 25298-U-12-6475
DECISION 11878 - PECB

COLLECTIVE BARGAINING
PERC
STATE OF WASHINGTON

PUBLIC EMPLOYMENT RELATIONS COMMISSION

NOTICE

STATE LAW GIVES YOU THE RIGHT TO:

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

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

WE UNLAWFULLY breached our good faith bargaining obligations by making a regressive wage proposal.

TO REMEDY OUR UNFAIR LABOR PRACTICES:

WE WILL give notice to and, upon request, negotiate in good faith with the International Brotherhood of Electrical Workers, Local 483, on wages, hours and working conditions for a successor collective bargaining agreement.

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

DO NOT POST OR PUBLICLY READ THIS NOTICE.

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

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

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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RECORD OF SERVICE - ISSUED 09/20/2013

The attached document identified as: DECISION 11878 - PECB has been served by the Public Employment Relations Commission by deposit in the United States mail, on the date issued indicated above, postage prepaid, addressed to the parties and their representatives listed in the docket records of the Commission as indicated below:

PUBLIC EMPLOYMENT RELATIONS COMMISSION

BY /S/ ROBBIE DOFFIELD

CASE NUMBER:	25298-U-12-06475	FILED:	11/26/2012	FILED BY:	PARTY 2
DISPUTE:	ER GOOD FAITH				
BAR UNIT:	TECHNICAL				
DETAILS:	-				
COMMENTS:					

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