STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

GUILD OF PACIFIC NORTHWEST EMPLOYEES, Complainant, vs. CITY OF BELLINGHAM, Respondent.	CASE 132853-U-20 DECISION 13257 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Dean Tharp, Staff Representative, for the Guild of Pacific Northwest Employees.

James Erb, Senior Assistant City Attorney, for the City of Bellingham.

On June 19, 2020, the Guild of Pacific Northwest Employees (Guild), representing a general citywide unit of all non-uniformed and nonexempt employees, with noted exceptions, filed a complaint with the Public Employment Relations Commission (Commission). An amended complaint was filed by the Guild on July 1, 2020, and a preliminary ruling was issued that same day finding a cause of action. On October 6, 2020, the parties cross-filed motions for summary judgment and entered a stipulated set of facts as the official record in this matter. The parties were afforded the opportunity to file reply briefs, which the Guild did on October 13, 2020.

ISSUE

The issue as framed by the preliminary ruling involves:

> Employer interference in violation of RCW 41.56.140(1) within six months of the date the complaint was filed, by threat of reprisal or force, or promise of benefit, by:

1. Deducting membership dues on behalf of a bargaining representative other than the certified exclusive bargaining representative of the Guild of Pacific Northwest Employees.

2. Failing to deduct membership dues on behalf of employees who are members of the Guild of Pacific Northwest Employees.

The City of Bellingham (City)'s decision to deduct union dues from employee wages earned after May 21, 2020, when the Guild was certified as the exclusive bargaining representative, and transmit those amounts to the previous exclusive representative was unlawful interference in contravention of RCW 41.56.140(1). RCW 41.56.110 clearly limits an employer from transmitting dues to any party other than the exclusive bargaining representative. The rights afforded to employees and the Guild, in this case to have dues deducted from employee paychecks and transmitted solely to the exclusive bargaining representative, were unlawfully interfered with by the City.

BACKGROUND

The bargaining unit at issue in this proceeding was first certified by the Commission in 1976 with the Washington State Council of County and City Employees, AFSCME AFL-CIO, Local 114 (WSCCCE) certified as the exclusive bargaining representative. *City of Bellingham*, Decision 144 (PECB, 1976). The current bargaining unit is described as follows:

> All regular and nonuniformed public employees except the Professional Engineers in the Engineering department, Professional Librarians, Planners, Assistant Planner, City Attorney's and Mayor's confidential secretaries as per RCW 41.56.030, of the City of Bellingham, Washington.

Subsequent to its certification, the City of Bellingham and WSCCCE have been parties to a collective bargaining agreement, the most recent of which was for the years 2018–19. Under Section 3.2 of this collective bargaining agreement referencing the collection of dues, it stated: "The City will make deductions each pay period from an employee's pay for regular Union dues, service fees, and assessments upon the employee's execution of a payroll deduction authorization. Union will provide amounts of deductions and effective dates to the City." The City has regularly

deducted dues from members of WSCCCE each pay period in accordance with the terms of Article 3.2.

On October 14, 2019, the Guild filed a Petition for Change of Representation with the Commission. A new petition was filed on January 6, 2020.[1] WSCCCE was granted status as intervenor in the change of representation proceeding. The Commission subsequently conducted an election proceeding. On May 13, 2020, the Commission tallied the vote, and the Guild was determined to have prevailed in the election. After no meritorious election objections were filed, the Commission certified the Guild as the exclusive bargaining representative in a decision issued May 21, 2020. *City of Bellingham*, Decision 13202 (PECB, 2020).

Prior to the tally of the election results, Guild staff representative Dean Tharp emailed the City's Human Resources manager, KayCee Johnson, on March 24, 2020, seeking information about the steps required to initiate dues deductions for the Guild should it be certified. The record does not establish if Tharp received any response. On May 13, 2020, following the release of the election tally by the Commission, Tharp resubmitted his March 24 letter to Johnson. The next day, May 14, Johnson replied to Tharp with information on how to establish dues deductions with the City's payroll system for Guild members. Several days later, on May 18, 2020, Tharp supplied the requested materials and documents to the City to establish dues deductions. Included within this submission were membership authorization cards for 247 members of the Guild. Approximately 139 bargaining unit members did not sign authorization cards for dues deductions for the Guild.[2] The City accepted submission of these materials from the Guild.

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[1] The identified dates of the petitions are reflective of the official filing dates as maintained in the Commission's records. The stipulated statement of facts submitted by the parties included slightly different dates, which appear to reflect the date the petitions were submitted to the Commission. Per WAC 391-08-120, electronic filings received by the Commission after business hours are deemed filed on the next business day the office is open.

[2] The record does not establish what, if any, actions the City took with respect to dues deductions for the 139 bargaining unit members who did not sign authorization cards for the Guild as of May 18, 2020.

The City has a previously established payroll system that includes two pay periods each month. The first pay period is from the 1st through the 15th of the month, with employees being paid on the 25th of the month. The second pay period is from the 16th to the end of the month, with employees being paid on the 10th of the following month. The City processes payroll for approximately 800 full-time employees each pay period. Due to the size of its operations, the City has a general practice of processing payroll changes to take effect on the first day of the first pay period after a change request is made.

The City's second pay period for May 2020 began on May 16 and ran through May 31. The beginning of this pay period commenced after the election results were tallied and announced by the Commission but before the formal certification had been issued, which occurred on May 21. On May 22, 2020, Johnson emailed Tharp to inform him that the City intended to continue payroll dues deductions on behalf of WSCCCE for the current May payroll period, which would be paid out on June 10, 2020. Thereafter, commencing with the new payroll cycle on June 1, the City would begin dues deductions on behalf of the Guild. Following an exchange of communications between the Guild and City, the City's legal representative confirmed the approach outlined by Johnson in her May 22nd email.

On June 10, 2020, the City transmitted dues to WSCCCE for the entire pay period of May 16, 2020, through May 31, 2020. Beginning with the new pay period that started on June 1, 2020, the City transitioned to collecting dues on behalf of the Guild and has subsequently remitted dues to the Guild for bargaining unit members who have authorized deductions.

ANALYSIS

Applicable Legal Standards

Summary Judgment Standard

Summary judgment motions are considered under WAC 10-08-135, which states that a "motion for summary judgment may be granted and an order issued if the written record shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." A "material fact" is one upon which the outcome of the litigation depends.

State – General Administration, Decision 8087-B (PSRA, 2004). A motion for summary judgment calls upon the examiner to make final determinations on a number of critical issues without the benefit of a full evidentiary hearing and record. The granting of such a motion cannot be taken lightly. *Port of Seattle*, Decision 7000 (PECB, 2000). The party moving for summary judgment has the burden of demonstrating the absence of any genuine issue as to a material fact. "A summary judgment is only appropriate where the party responding to the motion cannot or does not deny any material fact alleged by the party making the motion. . . . Entry of a summary judgment accelerates the decision-making process by dispensing with a hearing where none is needed." *Pierce County*, Decision 7018-A (PECB, 2001) (citing *City of Vancouver*, Decision 7013 (PECB, 2000)). Pleadings and briefs can be sufficient to determine if there is a genuine issue of material fact. *Pierce County*, Decision 7018-A (citing *City of Seattle*, Decision 4687-A (PECB, 1996)).

Interference

It is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their statutory rights. RCW 41.56.140(1). An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd*, *Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

To prove an interference violation, the complainant must prove, by a preponderance of the evidence, that the employer's conduct interfered with protected employee rights. *Grays Harbor College*, Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A. To meet its burden of proving interference, a complainant need not establish that an employee was engaged in protected activity. *State – Washington State Patrol*, Decision 11775-A (PSRA, 2014); *City of Mountlake Terrace*, Decision 11831-A (PECB, 2014). The complainant is not required to demonstrate that the employer intended or was motivated to interfere with an employee's protected

collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee was actually coerced by the employer or that the employer had union animus. *Id*.

Relevant Statutory Provisions

RCW 41.56.110 specifies the rights and duties of employees, employers, and bargaining representatives to authorize, or subsequently revoke, membership dues or other payments. This section has been the subject of extensive revisions in recent years. After last being revised in 1973, in 2018, just weeks before the U.S. Supreme Court's decision in *Janus v. AFSCME, Council 31*, 138 S. Ct. 2448, 201 L. Ed. 2d 924 (2018), the then-current provision was amended and a new subsection was added to the statute concerning union security provisions in collective bargaining agreements. (Laws of 2018, ch. 247 § 2 (HB 2751)).

Following *Janus*, RCW 41.56.110 was again substantially amended by the legislature in 2019. (Laws of 2019, ch. 230 § 9 (SB 1575)). Subsections (1) and (2) of the 2018 amendments were further revised (subsection (2) was renumbered to subsection (5)), and the 2019 amendments added new subsections (2) through (4). *Id.* The statute now reads:

> (1) Upon the authorization of an employee within the bargaining unit and after the certification or recognition of the bargaining unit's exclusive bargaining representative, the employer shall deduct from the payments to the employee the monthly amount of dues as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative.
>
> (2)(a) An employee's written, electronic, or recorded voice authorization to have the employer deduct membership dues from the employee's salary must be made by the employee to the exclusive bargaining representative. If the employer receives a request for authorization of deductions, the employer shall as soon as practicable forward the request to the exclusive bargaining representative.
>
> (b) Upon receiving notice of the employee's authorization from the exclusive bargaining representative, the employer shall deduct from the employee's salary membership dues and remit the amounts to the exclusive bargaining representative.
>
> (c) The employee's authorization remains in effect until expressly revoked by the employee in accordance with the terms and conditions of the authorization.

> (3)(a) An employee's request to revoke authorization for payroll deductions must be in writing and submitted by the employee to the exclusive bargaining representative in accordance with the terms and conditions of the authorization.
>
> (b) After the employer receives confirmation from the exclusive bargaining representative that the employee has revoked authorization for deductions, the employer shall end the deduction no later than the second payroll after receipt of the confirmation.
>
> (4) The employer shall rely on information provided by the exclusive bargaining representative regarding the authorization and revocation of deductions.
>
> (5) If the employer and the exclusive bargaining representative of a bargaining unit enter into a collective bargaining agreement that includes requirements for deductions of other payments, the employer must make such deductions upon authorization of the employee.

Statutory Construction

Statutory construction is a question of law. *City of Pasco v. Public Employment Relations Commission*, 119 Wn.2d 504 (1992). Statutes must be interpreted and construed so that all language is given effect, and no portion is rendered meaningless or superfluous. *Whatcom County v. City of Bellingham*, 128 Wn.2d 537, 546 (1996); *Western Washington University*, Decision 10068-A (PSRA, 2008). To determine the intent of the legislature, a court "must look first to the language of the statute." *Condit v. Lewis Refrigeration Co.*, 101 Wn.2d 106, 110 (1984). "Where statutory language is plain and unambiguous, a statute's meaning must be derived from the wording of the statute itself." *Human Rights Commission v. Cheney School District No. 30*, 97 Wn.2d 118, 121 (1982).

Application of Standards

Once an employee authorizes dues deductions and there is a certification of an exclusive bargaining representative, RCW 41.56.110 mandates the employer to make such deductions and transmit the funds to the exclusive bargaining representative. When the Commission certified the Guild as the exclusive bargaining representative on May 21, 2020, the statute requires that all authorized dues from that point forward be transmitted to the Guild. By virtue of losing the election, WSCCCE no longer had standing as the exclusive bargaining representative as of May 21, 2020, and the City's collective bargaining agreement with WSCCCE was void at that

point in time.[3] Therefore, the employer could no longer transmit any additional bargaining unit members' dues to WSCCCE because of the change in status. In transmitting dues, which the Guild was statutorily entitled to collect, to WSCCCE, the City has unlawfully interfered in violation of RCW 41.56.140(1). The City has not carried its burden of proof on any affirmative defenses to justify continuing to withhold, and transmit, dues for WSCCCE until the start of the next pay cycle following the certification of the election results.

As amended in 2019, subsections (1) and (2) of RCW 41.56.110 clearly specify that dues deductions can only be remitted to the certified or recognized exclusive bargaining representative. With recent statutory revisions, this is a case of first impression, and my analysis is guided by principles of statutory construction. A plain reading of RCW 41.56.110(1) and (2) mandates that when two conditions are satisfied, an employer is required to both deduct the authorized amount of dues from an employee and transmit the same amount to the exclusive bargaining representative. The conditions that must be satisfied for this to happen include the submission of an individual authorization form from the employee for dues deduction and either a certification from the Commission or voluntary recognition that the party receiving the dues is the exclusive bargaining representative. An employer cannot initiate a dues deduction from its employees absent those two conditions being satisfied, and it cannot transmit the same amount to any party other than the exclusive bargaining representative.

The record here is clear and none of the material facts are in dispute. As of May 21, 2020, the Guild was the certified exclusive bargaining representative of the bargaining unit members that are the subject of this proceeding. Conversely, WSCCCE lost its status as the bargaining representative on this same day. Additionally, by May 18, 2020, the Guild had submitted dues deduction authorization cards for 247 members of the bargaining unit it represented to the City. The City accepted submission of these materials, and their authenticity is not in dispute.While

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[3] The collective bargaining agreement between WSCCCE and the City had already expired at the end of 2019 but was subject to the carryover period in RCW 41.56.123.

WSCCCE was the representative at the beginning of the May 16 pay cycle, the Guild assumed representation status on May 21 and was the representative for the majority of the cycle. In addition, on the June 10 pay date when deductions from employee paychecks were formally executed by the City, the Guild was the exclusive bargaining representative. Thus, any dues deductions from employee pay for work performed on May 21, 2020, and thereafter had to be submitted to the Guild as the exclusive bargaining representative based on the plain meaning of RCW 41.56.110(1) and (2).

The City argues that its actions of waiting until the next pay period to start deductions for the Guild were justified under RCW 41.56.110(3). This subsection requires an employee to revoke authorized payroll deductions and provides the employer until the second pay period after the revocation is submitted to end the deduction. The City's argument fails for two reasons. First, on its face, subsection (3) clearly applies to situations of individual revocations of dues deductions rather than a change in the exclusive bargaining representative, as is the case here. Second, the rules of statutory construction require an interpretation that gives effect to all words in the statute and avoids rendering any section meaningless or superfluous. To conclude that subsection (3) provides employers in change of representation cases up to two pay periods to switch over dues deductions would be to ignore the plain meaning of subsections (1) and (2), which clearly prohibit the transmission of dues deductions to any party other than the exclusive bargaining representative. When individual employees want to revoke their authorization for the deduction of dues the employer has until the second pay period following receipt of the request to complete it. But that grace period does not apply to situations at issue in this case where there is a change in the exclusive bargaining representative.

The previous collective bargaining agreement between the City and WSCCCE does not legally justify the City to have continued dues deductions on behalf of WSCCCE after May 21, 2020. The City correctly points out that under RCW 41.56.110(5), if an employer and exclusive bargaining representative have a collective bargaining agreement that includes requirements for deductions, the employer is required to make such deductions upon employee authorization. Under Article 3.2 of its prior agreement with WSCCCE, the City argues, it was required to make dues deductions on

behalf of WSCCCE. Nevertheless, in making this assertion the City overlooks the fact that the deduction requirement in RCW 41.56.110(5) is predicated on an agreement in place between the employer and the *exclusive bargaining representative*. As of May 21, 2020, by virtue of the Commission's certification, WSCCCE was *not* the exclusive bargaining representative. The agreement between the WSCCCE and the City had already expired at the end of 2019, and its terms and conditions only remained in effect through the carryover feature of RCW 41.56.123. When the Guild obtained the status of exclusive bargaining representative, the terms and conditions of the prior agreement between WSCCCE and the City were void and no longer had any legally binding effect under the requirements of RCW 41.56.110(5).

The City's assertion that it would be practically impossible to switch deductions between WSCCCE and the Guild in the middle of its established pay period does not carry its burden of proof as to an affirmative defense. Undoubtedly there are challenges associated with making mid-cycle payroll challenges, particularly when a large number of employees are involved. Nonetheless, there is no evidence in the record detailing any particular burden or logistical problem that would be created for the City in executing a mid-cycle payroll change. The City's assertions that such a process would be time consuming and involve changing hundreds of employee records may be true, but it does not satisfy its burden that such measures were practically impossible or a necessary business practice that would excuse its actions and the requirements of RCW 41.56.110.[4]

It is an unfair labor practice for an employer to interfere with employees exercising their statutory rights. Under the terms of RCW 41.56.110, an employer can only deduct dues from employee paychecks upon written authorization and transmit that same amount to the exclusive bargaining representative. Employees in the bargaining unit who submitted dues authorization cards could reasonably perceive the City's actions of sending dues authorized for the Guild to WSCCCE instead constituted a threat of reprisal associated with their lawful union activity. Summary judgment is appropriate when the material facts are not in dispute and the moving party is entitled

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[4] As required by WAC 391-45-210, the City did not assert an affirmative defense of legal or business necessity in its Answer.

to judgment as a matter of law. The undisputed record establishes that the City deducted dues from employees for the whole pay period from May 16, 2020, through May 31, 2020, and remitted the entire amount to WSCCCE on June 10, 2020, despite the Guild acquiring the status of exclusive bargaining representative as of May 21, 2020. In so doing, the City committed an interference violation under RCW 41.56.140(1).

CONCLUSION

Summary judgment is appropriate in this case because there are no material facts in dispute and the Guild, as the moving party, is entitled to judgment as a matter of law. The Guild has carried its burden of proof in establishing that the City's actions of continuing to collect dues on behalf of WSCCCE, and to then transmit such dues to WSCCCE following certification of the Guild as the exclusive bargaining representative, constituted unlawful interference. In the absence of an affirmative defense justifying its actions, the City is found to have committed an unfair labor practice in violation of RCW 41.56.140(1).

FINDINGS OF FACT

1. The City of Bellingham is a public employer as defined by RCW 41.56.030(13).

2. The Guild of Pacific Northwest Employees (Guild) is a bargaining representative within the meaning of RCW 41.56.030(2) and represents a general citywide bargaining unit of all non-uniformed and nonexempt employees, with noted exceptions, as defined in *City of Bellingham*, Decision 13202 (PECB, 2020).

3. Until May 21, 2020, the bargaining unit described in finding of fact 2 was previously represented by the Washington State Council of County and City Employees (WSCCCE). Historically, the City of Bellingham (City) and WSCCCE have been parties to a collective bargaining agreement, the most recent of which was for the years 2018–19. In accordance with Article 3.2 of the 2018–19 agreement, the City has regularly deducted dues from members of WSCCCE each pay period.

4. On October 14, 2019, the Guild filed a Petition for Change of Representation with the Commission. A new petition was filed on January 6, 2020. WSCCCE was granted status as intervenor in the change of representation proceeding. The Commission subsequently conducted an election proceeding. On May 13, 2020, the Commission tallied the vote, and the Guild was determined to have prevailed in the election. After no meritorious election objections were filed, the Commission certified the Guild as the exclusive bargaining representative in a decision issued on May 21, 2020.

5. Prior to the tally of the election results, Guild staff representative Dean Tharp emailed the City's Human Resources manager, KayCee Johnson, on March 24, 2020, seeking information about the steps required to initiate dues deductions for the Guild should it be certified as the exclusive bargaining representative. The record does not establish if Tharp received any response from Johnson. On May 13, 2020, following the release of the election tally by the Commission, Tharp resubmitted his March 24 letter to Johnson. The next day, May 14, Johnson replied to Tharp with information on how to establish dues deductions with the City's payroll system for Guild members. On May 18, 2020, Tharp supplied the requested materials and documents to the City to establish dues deductions.

6. Included within the May 18 submission from Tharp were membership authorization cards for 247 members of the Guild. Approximately 139 bargaining unit members did not sign authorization cards for dues deductions for the Guild. The City accepted submission of these materials from the Guild.

7. The City has a previously established payroll system that includes two pay periods each month. The first pay period is from the 1st through the 15th of the month, with employees being paid on the 25th of the month. The second pay period is from the 16th to the end of the month, with employees being paid on the 10th of the following month. The City processes payroll for approximately 800 full-time employees each pay period. Due to the size of its operations, the City has a general practice of processing payroll changes to take effect on the first day of the first pay period after a change request is made.

8. The City's second pay period for May 2020 began on May 16 and ran through May 31. The beginning of this pay period commenced after the election results were tallied and announced by the Commission but before the formal certification had been issued, which occurred on May 21.

9. On May 22, 2020, Johnson emailed Tharp to inform him that the City intended to continue payroll dues deductions on behalf of WSCCCE for the current May payroll period, which would be paid out on June 10, 2020. Thereafter, commencing with the new payroll cycle on June 1, the City indicated it would begin dues deductions on behalf of the Guild. Following an exchange of communications between the Guild and City, the City's legal representative confirmed the approach outlined by Johnson in her May 22nd email.

10. On June 10, 2020, the City transmitted dues to WSCCCE for the entire pay period of May 16, 2020, through May 31, 2020. Beginning with the new pay period that started on June 1, 2020, the City transitioned to collecting dues on behalf of the Guild and has subsequently remitted dues to the Guild for bargaining unit members who have authorized deductions.

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. Through its actions as described in findings of fact 4 through 10, the employer interfered with the employee rights in violation of RCW 41.56.140(1) by deducting employee dues and not remitting those dues to the Guild as the exclusive bargaining representative.

ORDER

The CITY OF BELLINGHAM, its officers and agents, shall immediately take the following actions to remedy its unfair labor practices:

1. CEASE AND DESIST from:

   a. Remitting any and all dues deducted from employee pay to any bargaining representative other than the certified or recognized exclusive bargaining representative.

   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. Make all employees in the bargaining unit whole by transmitting to the Guild all dues deducted from employee pay, for which the City had received authorization cards as of May 21, 2020, for the period of time of May 21, 2020, through May 31, 2020, or until the City commenced deductions on behalf of the Guild, whichever date is later. To the extent Guild dues are expressed as a monthly amount or percentage of pay, the City shall transmit a proportionate share of the total dues amount to the Guild based on the time frame identified in this paragraph.

   b. Contact a compliance officer at the Public Employment Relations Commission to receive official copies of the required notice for posting. Post copies of the notice provided by the compliance officer 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.

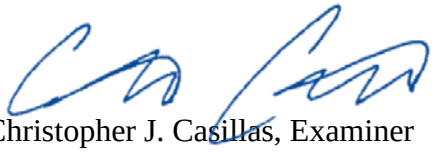
c. Read the notice provided by the compliance officer into the record at a regular public meeting of the City Council of the City of Bellingham, and permanently append a copy of the notice to the official minutes of the meeting where the notice is read as required by this paragraph.

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 the compliance officer with a signed copy of the notice the compliance officer provides.

ISSUED at Olympia, Washington, this 5th day of November, 2020.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



Christopher J. Casillas, 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.

RECORD OF SERVICE

ISSUED ON 11/05/2020

DECISION 13257 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

BY: AMY RIGGS

CASE 132853-U-20

EMPLOYER:	CITY OF BELLINGHAM
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