

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CHERYL CONN,)	
)	
Complainant,)	CASE 20048-U-05-5093
)	
vs.)	DECISION 9682 - PSRA
)	
WASHINGTON STATE - LABOR AND)	
INDUSTRIES,)	
)	ORDER OF DISMISSAL
Respondent.)	
<hr/>)	
CHERYL CONN,)	
)	
Complainant,)	CASE 20049-U-05-5094
)	
vs.)	DECISION 9683 - PSRA
)	
WASHINGTON FEDERATION OF STATE)	
EMPLOYEES,)	
)	ORDER OF DISMISSAL
Respondent.)	
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CHERYL CONN,)	
)	
Complainant,)	CASE 20050-U-05-5095
)	
vs.)	DECISION 9684 - PSRA
)	
WASHINGTON STATE - FINANCIAL)	
MANAGEMENT,)	
)	ORDER OF DISMISSAL
Respondent.)	
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CHERYL CONN,)	
)	
Complainant,)	CASE 20051-U-05-5096
)	
vs.)	DECISION 9685 - PSRA
)	
WASHINGTON STATE - PERSONNEL,)	
)	ORDER OF DISMISSAL
Respondent.)	
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CHERYL CONN,)	
)	
Complainant,)	CASE 20052-U-05-5097
)	
vs.)	DECISION 9686 - PSRA
)	
WASHINGTON STATE - PUBLIC)	
EMPLOYMENT RELATIONS COMMISSION,)	
)	ORDER OF DISMISSAL
Respondent.)	
)	
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CHERYL CONN,)	
)	
Complainant,)	CASE 20080-U-05-5108
)	
vs.)	DECISION 9687 - PSRA
)	
WASHINGTON STATE - OFFICE OF THE)	
GOVERNOR,)	
)	ORDER OF DISMISSAL
Respondent.)	
)	
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On December 30, 2005, Cheryl Conn (Conn) filed five unfair labor practice complaints with the Public Employment Relations Commission (PERC/Commission). Conn filed five separate PERC complaint forms (Form U-1, Complaint Charging Unfair Labor Practices). An identical statement of facts was attached to each complaint. The complaint forms listed the respondents as: Washington State Department of Labor and Industries (Labor and Industries); Washington Federation of State Employees (union); Washington State Office of the Governor (Governor); Washington State Department of Personnel (DOP); and Washington State Public Employment Relations Commission (PERC). Conn is an employee of Labor and Industries and is represented for purposes of collective bargaining by the union.

When the complaints were reviewed by the Commission for docketing of case numbers, the statement of facts indicated allegations against a sixth respondent: Washington State Office of Financial Management (OFM). Thus, the Commission docketed the complaints as the following six case numbers:

- 1) Case 20048-U-05-5093 concerns allegations against Labor and Industries;
- 2) Case 20049-U-05-5094 concerns allegations against the union;
- 3) Case 20050-U-05-5095 concerns allegations against OFM;
- 4) Case 20051-U-05-5096 concerns allegations against DOP;
- 5) Case 20052-U-05-5097 concerns allegations against PERC; and
- 6) Case 20080-U-05-5108 concerns allegations against the Governor.

The complaints allege that the respondents failed to undertake various responsibilities associated with implementation of a collective bargaining agreement (General Government Master Agreement/agreement) between the State of Washington and the union. That agreement is effective from July 1, 2005, through June 30, 2007.

The complaints were reviewed under WAC 391-45-110,¹ and a deficiency notice issued on February 16, 2006, indicated that it was not possible to conclude that a cause of action existed at that time. Conn was given a period of 21 days in which to file and serve amended complaints, or face dismissal of the cases.

¹ At this stage of the proceedings, all of the facts alleged in the complaints are assumed to be true and provable. The question at hand is whether, as a matter of law, the complaints state a claim for relief available through unfair labor practice proceedings before the Public Employment Relations Commission.

On March 13, 2006, Conn filed amended complaints. The Field Services Manager dismisses the amended complaints for failure to state a cause of action.

DISCUSSION

Complaint against Labor and Industries

The allegations of the complaint in Case 20048-U-05-5093 concern employer interference with employee rights in violation of RCW 41.80.110(1)(a), domination or assistance of a union in violation of RCW 41.80.110(1)(b), and discrimination in reprisal for protected union activities in violation of RCW 41.80.110(1)(c), by denial of Cheryl Conn's inalienable human rights under the United Nations Universal Declaration of Human Rights (1948), Washington State Constitution, federal Civil Rights Act of 1964 and United States Constitution, failure to follow RCW 41.80.070 and .080 concerning appropriate bargaining units and representation questions, violation of the parties' collective bargaining agreement concerning the subject of subcontracting, failure to provide alternatives under RCW 41.80.906 to payroll deduction for payment of union dues or fees, failure to implement the parties' agreement which was bargained in bad faith, discrimination against employees who should be excluded from the bargaining unit as confidential employees, discrimination against employees asserting a religious-based right of nonassociation to the payment of union dues or fees, and failure to provide a recourse for individual employees to resolve labor disputes.

The deficiency notice pointed out several defects with the complaint. One, in relation to the allegations of employer domination or assistance of a union in violation of RCW

41.80.110(1)(b), none of the facts alleged in the complaint suggested that the employer had involved itself in the internal affairs or finances of the union, or that the employer had attempted to create, fund, or control a "company union." *City of Anacortes*, Decision 6863 (PECB, 1999).

Two, in relation to the allegations of discrimination in violation of RCW 41.80.110(1)(c), the complaint failed to allege facts indicating that the employer's actions were taken in reprisal for union activities protected under Chapter 41.80 RCW.

Three, the complaint requested remedies for "each affected state employee." Commission rules provide as follows:

WAC 391-45-010 COMPLAINT CHARGING UNFAIR LABOR PRACTICES--WHO MAY FILE. A complaint charging that a person has engaged in or is engaging in an unfair labor practice may be filed by any employee, employee organization, employer, or their agents.

Class action complaints are not permitted under Commission rules. Individual employees must file their own unfair labor practice complaint. The complaint is limited to allegations concerning Conn.

Four, in relation to the allegations concerning denial of Conn's human rights, the Commission does not have jurisdiction over actions taken by the United Nations, federal law, or constitutional claims.

Five, in relation to the allegations concerning failure to follow RCW 41.80.070 and .080 involving appropriate bargaining units and representation questions, the Commission has adopted the following rule:

WAC 391-45-050 CONTENTS OF COMPLAINT. Each complaint charging unfair labor practices shall contain, in separate numbered paragraphs:

(2) Clear and concise statements of the facts constituting the alleged unfair labor practices, including times, dates, places and participants in occurrences.

The complaint failed to include "times, dates, places and participants in occurrences" concerning any alleged violations of RCW 41.80.070 and .080 involving Conn. In order for such allegations to be timely under the six-month statute of limitations found in RCW 41.80.120, the complaint must contain allegations of misconduct occurring on or after June 30, 2005.

Six, in relation to the allegations concerning violation of the parties' agreement in regard to subcontracting, the Commission does not assert jurisdiction to remedy violations of collective bargaining agreements through the unfair labor practice provisions of the statute. *City of Walla Walla*, Decision 104 (PECB, 1976). The Commission acts to interpret collective bargaining statutes and does not act in the role of arbitrator to interpret collective bargaining agreements. *Clallam County*, Decision 607-A (PECB, 1979); *City of Seattle*, Decision 3470-A (PECB, 1990); *Bremerton School District*, Decision 5722-A (PECB, 1997).

Seven, in relation to the allegations concerning failure to provide alternatives to payroll deduction for payment of union dues or fees, RCW 41.80.906 reads as follows:

RCW 41.80.906 PAYROLL-RELATED BARGAINING ISSUES--CENTRAL STATE PAYROLL SYSTEM. (1) Notwithstanding the provisions of RCW 41.80.001, the parties to collective bargaining to be conducted under RCW 41.80.001 and 41.80.010 through 41.80.130 shall meet by September 1,

2003, to identify those payroll-related bargaining issues that affect the capacity of the central state payroll system, as determined by the department of personnel. The parties shall agree on which bargaining issues will be bargained in a coalition of employee representatives and will be agreed to uniformly in each collective bargaining agreement. This agreement is effective only for collective bargaining agreements entered into for implementation during the 2005-2007 biennium. The purpose of the agreement is to minimize the risk to the payroll system resulting from agreements reached in the first round of collective bargaining under chapter 354, Laws of 2002.

(2) This section expires June 30, 2007.

The complaint asserted that state employees are not obligated by law to authorize payroll deduction for payment of union dues or fees. Chapter 41.80 RCW contains the following provisions:

RCW 41.80.100 UNION SECURITY--FEES AND DUES--RIGHT OF NONASSOCIATION.

. . . .
(3) Upon filing with the employer the written authorization of a bargaining unit employee under this chapter, the employee organization that is the exclusive bargaining representative of the bargaining unit shall have the exclusive right to have deducted from the salary of the employee an amount equal to the fees and dues uniformly required as a condition of acquiring or retaining membership in the employee organization. The fees and dues shall be deducted each pay period from the pay of all employees who have given authorization for the deduction and shall be transmitted by the employer as provided for by agreement between the employer and the employee organization.

RCW 41.80.100(3) does not require payroll deduction for payment of union dues or fees, or prohibit employees from making direct payment of dues or fees to the union. *City of Seattle*, Decision 3872-A (PECB, 1992). Employees who do not sign up for payroll deduction accept the responsibility of keeping their union dues or

fees payments current. *City of Seattle*, Decision 3835 (PECB, 1991).

The parties' agreement attached to the complaint contains the following provisions:

**ARTICLE 40
DUES DEDUCTION/STATUS REPORT**

40.1 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union.

Consistent with RCW 41.80.100(3), the parties' agreement requires written authorization by an employee before payroll deduction of union dues or fees.

RCW 41.80.906 placed requirements on "parties to collective bargaining" to meet by September 1, 2003, to identify payroll-related bargaining issues related to the central state payroll system. Labor and Industries, and the union are the sole "parties to collective bargaining" under RCW 41.80.906, and Conn has no standing to assert rights of Labor and Industries, or the union, under that statute.

Eight, in relation to the allegations concerning failure to implement an agreement which was bargained in bad faith, the good faith bargaining obligations of Chapter 41.80 RCW are set forth in RCW 41.80.005(2) as follows:

RCW 41.80.005 DEFINITIONS. . . .
. . . .

(2) "Collective bargaining" means the performance of the mutual obligation of the representatives of the employer and the exclusive bargaining representative to meet at reasonable times and to bargain in good faith in an effort to reach agreement with respect to the subjects of bargaining specified under RCW 41.80.020.

The good faith bargaining obligations of RCW 41.80.005(2) can only be enforced by a public employer or an exclusive bargaining representative. Individual employees do not have standing to process refusal to bargain allegations.

Nine, in relation to the allegations concerning discrimination against employees who should be excluded as confidential employees, RCW 41.80.005(4) provides as follows:

RCW 41.80.005 DEFINITIONS. . . .

(4) "Confidential employee" means an employee who, in the regular course of his or her duties, assists in a confidential capacity persons who formulate, determine, and effectuate management policies with regard to labor relations or who, in the regular course of his or her duties, has authorized access to information relating to the effectuation or review of the employer's collective bargaining policies, or who assists or aids a manager. "Confidential employee" also includes employees who assist assistant attorneys general who advise and represent managers or confidential employees in personnel or labor relations matters, or who advise or represent the state in tort actions.

The Commission has given the "confidential employee" definition of RCW 41.80.005(4) a "labor nexus" interpretation. *State - Natural Resources*, Decision 8458-B (PSRA, 2005); *Washington State Patrol*, Decision 8469-A (PSRA, 2006). An employer or exclusive bargaining representative may file a petition for clarification of an existing bargaining unit for disputes concerning status as a confidential

employee, at any time under WAC 391-35-020(1)(e) and -320. Individual employees do not have standing to process a unit clarification petition under WAC 391-35-010.

Ten, in relation to the allegations concerning discrimination against employees asserting a religious-based right of nonassociation to the payment of union dues or fees, Chapter 41.80 RCW provides as follows:

RCW 41.80.100 UNION SECURITY--FEES AND DUTIES--
RIGHT OF NONASSOCIATION.

. . . .
(2) An employee who is covered by a union security provision and who asserts a right of nonassociation based on bona fide religious tenets, or teachings of a church or religious body of which the employee is a member, shall, as a condition of employment, make payments to the employee organization, for purposes within the program of the employee organization as designated by the employee that would be in harmony with his or her individual conscience. The amount of the payments shall be equal to the periodic dues and fees uniformly required as a condition of acquiring or retaining membership in the employee organization minus any included monthly premiums for insurance programs sponsored by the employee organization. The employee shall not be a member of the employee organization but is entitled to all the representation rights of a member of the employee organization.

A public employer is not a party to a nonassociation proceeding under RCW 41.80.100(2). Disputes between an employee and employee organization concerning an employee's right of nonassociation are resolved under Commission rules found at Chapter 391-95 WAC. An employee or employee organization may initiate a nonassociation proceeding with the Commission by filing PERC Form N-1 (Petition for Ruling on Nonassociation Claim). RCW 41.80.100(2) does not require that an employee organization grant an employee's requested

right of nonassociation. If the employee organization does not agree with the employee's request, the dispute must be submitted to the Commission for a hearing and decision. A review of Commission docket records indicates that Conn has not filed a petition for ruling on nonassociation claim.

Eleven, in relation to the allegations concerning failure to provide a recourse for individual employees to resolve labor disputes, the complaint cited the following provision of Chapter 41.80 RCW:

RCW 41.80.005 DEFINITIONS. Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

. . . .
(11) "Labor dispute" means any controversy concerning terms, tenure, or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment with respect to the subjects of bargaining provided in this chapter, regardless of whether the disputants stand in the proximate relation of employer and employee.

The only references in Chapter 41.80 RCW to the term "labor dispute" are found in RCW 41.80.120(1), and RCW 41.80.130(4) and (5). Those sections concern unfair labor practices and grievances.

Chapter 41.80 RCW contains the following provision concerning the processing of employee grievances:

RCW 41.80.080 REPRESENTATION--ELECTIONS--RULES.

. . . .
(3) The certified exclusive bargaining representative shall be responsible for representing the interests of all the employees in the bargaining unit. This section shall not be construed to limit an exclusive representative's right to exercise its discretion to

refuse to process grievances of employees that are unmeritorious.

The provisions of RCW 41.80.080(3) can be contrasted to the following similar provisions in Chapter 41.56 RCW covering local government employees:

RCW 41.56.080 CERTIFICATION OF BARGAINING REPRESENTATIVE--SCOPE OF REPRESENTATION. The bargaining representative which has been determined to represent a majority of the employees in a bargaining unit shall be certified by the commission as the exclusive bargaining representative of, and shall be required to represent, all the public employees within the unit without regard to membership in said bargaining representative: PROVIDED, That any public employee at any time may present his grievance to the public employer and have such grievance adjusted without the intervention of the exclusive bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining agreement then in effect, and if the exclusive bargaining representative has been given reasonable opportunity to be present at any initial meeting called for the resolution of such grievance.

Under RCW 41.56.080, a local government employee has limited rights to present an individual grievance to an employer. RCW 41.80.080(3) does not provide similar rights to state employees. Under RCW 41.80.080(3), an individual employee may only present a grievance to an employer with the concurrence of the certified exclusive bargaining representative.

The parties' agreement contains the following provision:

**ARTICLE 29
GRIEVANCE PROCEDURE**

29.2 Terms and Requirements

. . . .

B. Filing a Grievance

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees.

Consistent with RCW 41.80.080(3), the parties' agreement does not allow an individual employee to file a grievance without the concurrence of the union. The complaint fails to state a cause of action concerning failure of the parties to provide a recourse for individual employees to resolve labor disputes.

Complaint against Union

The complaint in Case 20049-U-05-5094 concerns union interference with employee rights in violation of RCW 41.80.110(2)(a), inducement of employer to commit an unfair labor practice in violation of RCW 41.80.110(2)(b), and an "other unfair labor practice" violation of WAC 391-95-050, by the same allegations listed for the complaint against Labor and Industries and additional allegations through failure to timely respond to employee assertions of the right of nonassociation.

The deficiency notice pointed out that the same defects and explanations noted for the complaint against Labor and Industries, are present for Conn's complaint against the union. As the complaints filed by Conn failed to state a cause of action against the several employer respondents under Chapter 41.80 RCW, there are insufficient factual allegations to support a cause of action that the union induced any employer to commit an unfair labor practice in violation of RCW 41.80.110(2)(b).

In relation to the additional allegations against the union, WAC 391-95-050 provides as follows:

WAC 391-95-050 RESPONSE BY EXCLUSIVE BARGAINING REPRESENTATIVE. Within sixty days after it is served with written notice of a claimed right of nonassociation under WAC 391-95-030, the exclusive bargaining representative shall provide a written response to the employee, setting forth the position of the exclusive bargaining representative as to both:

(1) The eligibility of the employee to make alternative payments; and

(2) The acceptance or rejection of the charitable organization(s) suggested by the employee.

The complaint did not contain facts indicating that Conn served the union with a written notice of her claimed right of nonassociation under WAC 391-95-030, or that the union failed to provide a written response to any such notice. The complaint failed to state a cause of action for an "other unfair labor practice" violation by the union under WAC 391-95-050.

Complaint against OFM

The complaint in Case 20050-U-05-5095 concerns employer interference with employee rights in violation of RCW 41.80.110(1)(a), domination or assistance of a union in violation of RCW 41.80.110(1)(b), and discrimination in reprisal for protected union activities in violation of RCW 41.80.110(1)(c), by the same allegations listed for the complaint against Labor and Industries and additional allegations through failure of OFM Labor Relations Office Director Steve McLain to provide consistent guidelines for agency directors concerning the parties' agreement.

The deficiency notice pointed out that the same defects and explanations noted for the complaint against Labor and Industries, are present for Conn's complaint against OFM. In relation to the additional allegations against OFM, the complaint failed to

reference any provisions of Chapter 41.80 RCW that place affirmative obligations on OFM to provide guidelines for agency directors concerning administration of collective bargaining agreements.

Complaint against DOP

The complaint in Case 20051-U-05-5096 concerns employer interference with employee rights in violation of RCW 41.80.110(1)(a), domination or assistance of a union in violation of RCW 41.80.110(1)(b), and discrimination in reprisal for protected union activities in violation of RCW 41.80.110(1)(c), by the same allegations listed for the complaint against Labor and Industries and additional allegations through comments by Director Eva Santos that employees opposed to the parties' agreement need to "clean up their act."

The deficiency notice pointed out that the same defects and explanations noted for the complaint against Labor and Industries, are present for Conn's complaint against DOP. In relation to the additional allegations against DOP, RCW 41.80.110(1)(a) prohibits employer interference with employee rights, and threats of reprisal or force or promises of benefit associated with the union activity of employees made by employer officials, are unlawful. However, the alleged facts are insufficient to conclude that DOP made any threats of reprisal or force or promises of benefit, in violation of RCW 41.80.110(1)(a).

Complaint against PERC

The complaint in Case 20052-U-05-5097 concerns employer interference with employee rights in violation of RCW 41.80.110(1)(a), domination or assistance of a union in violation of RCW

41.80.110(1)(b), and discrimination in reprisal for protected union activities in violation of RCW 41.80.110(1)(c), by the same allegations listed for the complaint against Labor and Industries and additional allegations through failure of Executive Director Marvin Schurke to provide employees with information related to implementation of the parties' agreement.

The deficiency notice pointed out that the same defects and explanations noted for the complaint against Labor and Industries, are present for Conn's complaint against PERC. In relation to the additional allegations against PERC, the complaint failed to reference any provisions of Chapter 41.80 RCW that place affirmative obligations on PERC to provide information related to the implementation of collective bargaining agreements.

Complaint against Governor

The complaint in Case 20080-U-05-5108 concerns employer interference with employee rights in violation of RCW 41.80.110(1)(a), domination or assistance of a union in violation of RCW 41.80.110(1)(b), and discrimination in reprisal for protected union activities in violation of RCW 41.80.110(1)(c), by the same allegations listed for the complaint against Labor and Industries and additional allegations through failure of Governor Christine Gregoire to provide leadership related to the parties' agreement.

The deficiency notice pointed out that the same defects and explanations noted for the complaint against Labor and Industries, were present for Conn's complaint against the Governor. In relation to the additional allegations against the Governor, the allegations were so vague that they failed to support an interference violation for such conduct.

Amended ComplaintsLabor and Industries

The amended complaint fails to cure the defects noted concerning the complaint against Labor and Industries. In relation to defect one concerning allegations of employer domination or assistance of a union, the amended complaint objects to the hiring by the OFM Labor Relations Office of a former union staff member. An "assistance" violation requires proof of employer intent to assist the beneficiary union. *Community College District 13 - Lower Columbia*, Decision 8117-B (PSRA, 2005). The allegations fail to state a cause of action.

In relation to defect two concerning allegations of employer discrimination, the amended complaint fails to allege sufficient facts indicating that the employer's actions were taken in reprisal for union activities protected under Chapter 41.80 RCW.

In relation to defect three, the amended complaint contends "that each affected state employee must be protected before I feel remedied." As Commission rules do not allow for class action complaints, the amended complaint is limited to allegations concerning Conn.

In relation to defect four, the amended complaint asserts that the Commission "is responsible and under affirmative obligation for considering nothing less than at minimum the Washington State Constitution" The Commission does not have jurisdiction over constitutional claims. Such claims must be pursued before a court.

In relation to defect five, the amended complaint failed to allege sufficient facts showing a violation of RCW 41.80.070 and .080 involving appropriate bargaining units and representation questions.

In relation to defect six, the amended complaint requests that the Commission "reconsider the unfair labor practice of the employer and union of failing to fulfill their fiduciary responsibility to negotiate on the subject of contracting out" The Commission does not assert jurisdiction to remedy violations of collective bargaining agreements, included the asserted violations involving subcontracting.

In relation to defect seven, the amended complaint fails to allege sufficient facts to indicate that the union has not complied with the provisions of RCW 41.80.100(3) concerning the payment of union dues or fees.

In relation to defect eight, the amended complaint maintains that "I beg to differ with the contention that I have no standing on the issue of submitting a complaint on the basis of the employer and the union bargaining in bad faith." As the good faith bargaining obligations of RCW 41.80.005(2) only exist between the employer and union, Conn lacks standing to enforce such obligations.

In relation to defect nine, the amended complaint refers to a human resource consultant position which represents the agency in matters of labor relations. A unit clarification petition concerning status as a confidential employee may only be filed by the employer or union. Conn lacks standing as an individual employee to process a unit clarification petition under Chapter 391-35 WAC.

In relation to defect ten, the amended complaint does not provide sufficient facts indicating employer discrimination concerning the assertion of a religious-based right of nonassociation by Conn to the payment of union dues or fees.

The amended complaint fails to cure defect eleven. The parties' agreement is consistent with the provisions of RCW 41.80.080(3), which require an individual employee to only present a grievance to the employer with the concurrence of the union.

Union

The amended complaint fails to cure the defects noted concerning the complaint against the union. The amended complaint indicates that Conn has asserted a claimed right of nonassociation under Chapter 391-95 WAC, and that the union has responded to her claim. Although the union's response appears to have exceeded the 60-day period provided for in WAC 391-95-050, the facts are insufficient to state a cause of action for a violation of the unfair labor practice provisions of RCW 41.80.110(2).

OFM

The amended complaint fails to cure the defects noted concerning the complaint against OFM. Chapter 41.80 RCW does not place affirmative obligations on OFM to provide guidelines for agency directors concerning administration of collective bargaining agreements.

DOP

The amended complaint fails to cure the defects noted concerning the complaint against DOP. The alleged facts are insufficient to conclude that DOP made any threats of reprisal or force or promises of benefit, in violation of RCW 41.80.110(1)(a).

PERC

The amended complaint fails to cure the defects noted concerning the complaint against PERC. Chapter 41.80 RCW does not place affirmative obligations on PERC to provide employees with information related to implementation of the parties' agreement.

Governor

The amended complaint fails to cure the defects noted concerning the complaint against the Governor. The allegations are so vague that they fail to support any unfair labor practice violations.

NOW, THEREFORE, it is

ORDERED

The amended complaints charging unfair labor practices in the above captioned matters are DISMISSED for failure to state a cause of action.

ISSUED at Olympia, Washington, this 21st day of May, 2007.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARK S. DOWNING, Field Services Manager

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.