



statutory authority making violation of a collective bargaining agreement an unfair labor practice, the Commission lacks jurisdiction to enforce any "due cause", "medical leave of absence", "discharge", "notice to union" or "grievance procedure" provisions of a collective bargaining agreement. See: Thurston County Communications Board, Decision 103 (PECB, 1976); City of Walla Walla, Decision 104 (PECB, 1976). Procedural issues arising during the processing of a grievance are also within the province of the Court, although they are routinely deferred to the arbitrator where a grievance arbitration procedure exists. See: John Wiley & Sons v. Livingston, 376 U.S. 543 (1964).

It is an unfair labor practice to discriminate against employees for their exercise of the rights conferred by RCW 41.56, but in this case there are no allegations of such discrimination. Nothing contained in RCW 41.56 provides protection from discharge while unable to work due to illness, and any such right would have to stem from the collective bargaining agreement. Similarly, any obligation to give notice to the union arises from the collective bargaining agreement. Those allegations call for an interpretation or application of the agreement which is beyond the jurisdiction of the Commission. The procedural rights claimed by the union also arise from the contract rather than from the statute, and must be enforced under procedures provided in the contract or in the Courts.

Even if the union were able to prove all of the facts which it has alleged, no unfair labor practice violation could be found under RCW 41.56.140.

ORDER

The complaint charging unfair labor practices filed in the above entitled matter is dismissed subject to the right of the complainant to file an amended complaint within twenty (20) days following the date of this Order.

Dated at Olympia, Washington, this 16th day of January, 1979.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MARVIN L. SCHURKE, Executive Director