STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

LINDA WAUZYNSKI,	)	
	)	
Complainant,	)	CASE 12383-U-96-2938
	)	
vs.	)	DECISION 5790 - PECB
	)	
YAKIMA COUNTY,	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW
Respondent.	)	AND ORDER
	)	

Putney-Mazzola Law Offices, by David Putney, Attorney at Law, appeared on behalf of the complainant.

Menke Jackson and Beyer, by Anthony F. Menke, Attorney at Law, appeared on behalf of the respondent.

In a complaint charging unfair labor practices filed with the Public Employment Relations Commission on March 13, 1996, Linda Wauzynski alleged that the termination of her employment by Yakima County (employer) interfered with her rights in violation of RCW 41.56.140(1). A cause of action was found to exist, and the employer filed an answer denying any violation of the law. A hearing was held before Examiner J. Martin Smith on August 22, 1996, at Yakima, Washington. Briefs were filed to complete the record.

BACKGROUND

This case involves the creation of four new positions at the Yakima County jail facility, their accretion to a pre-existing bargaining unit, the hiring of five employees (with two sharing one position), and the termination of the employment of one of those employees. The jail facility is operated under the direction of Kenneth Ray.

Employees of Yakima County are organized for the purposes of collective bargaining in 13 bargaining units. Since at least 1977, the personnel policy ordinances adopted by the employer's board of commissioners to cover unrepresented employees of Yakima County have defined "probationary employees", and have required such employees to serve a trial period of "six months to one year of employment during which an employee is required to demonstrate his fitness for permanent employment."[1] Director of Administrative Services Dema Harris is the employer official ultimately responsible for the administration of the personnel ordinances and for negotiating collective bargaining agreements between the employer and the unions representing those bargaining units.

After amendments to RCW 41.56.030(7) provided access to "interest arbitration" for certain "corrections personnel" defined as "uniformed personnel" in that section, a separate bargaining unit was created to absorb clerical, technical, food service, and non-custodial personnel of the jail facility who were not eligible for interest arbitration. Teamsters Union, Local 524, is the exclusive bargaining representative of the bargaining unit consisting of non-uniformed corrections employees.

Linda Wauzynski was formerly employed in positions under the direction of the Superior Court for Yakima County. She was first employed in 1977, as a "Release-on-Personal-Recognizance Officer" for the superior court. After a break in service, she returned in 1985 as a "Bail Investigator I" with assignments for both the district court and superior court.[2] She was then promoted to "Bail Investigator II" where she was required to conduct interviews with defendants and to conduct background checks and financial information on individuals who were seeking bail, personal recognizance

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[1] See Exhibit 2 in this record.

[2] This position reported to, and was essentially similar to, the Bail Investigator II class.

release or (after conviction) added sentence considerations. This job was highly sensitive in nature, requiring review of family contacts, medical histories, records and the like. Interviews using interpreters, for non-English speaking defendants, were common.[3] Wauzynski worked as a Bail Investigator II for more than 60 months, and she testified that she performed all of the duties described in her job specification. Wauzynski and her co-workers in those positions were not included in any bargaining unit.

Due to jail crowding and continual scrutiny of the criminal justice system, several study groups have reviewed the Yakima County corrections system.[4] A large national report from 1978, called the "Performance Standards and Goals for Pretrial Release and Diversion: Pretrial Release", was used as a model. According to Harris, several committees met in 1993 and 1994 to create a new "Alternatives to Incarceration" program, including the addition of "corrections intake screening" personnel and a new "pretrial services manager" position. By October of 1994, the alternative incarceration program was submitted to the board of county commissioners for budget approval. Two existing programs (home detention and work crew programs) were merged into the new program, and "intake screening" was added as a function of a new 12-person division. Approval was apparently given quickly, as the employer was taking steps to fill new positions by early November of 1994.

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[3] Exhibit 15 is a job description for "Bail Investigator II" from 1975. Exhibits 14 is a 1991 version which adds seven paragraphs detailing new job requirements. In two places, the word "limited" is stricken when describing supervision and the extent of background checks on inmates.

[4] A new jail facility opened by Yakima County in 1985 was overcrowded the day it opened, a malady shared by almost all of Washington's 39 counties. Professionals in the corrections field sought to hold down or reduce the number of defendants incarcerated prior to trial, at the same time that the sentence time after conviction might have been increasing. Many of those sentenced out of Yakima County were placed in the Washington State prison system.

Wauzynski decided to apply for the "Intake/Pre-trial Services Manager" position when it was posted on November 3, 1994,[5] and she asked the superior court judges and the administrator of the courts for letters of recommendation. She submitted her application November 11, 1994.[6] Although she was interviewed in April of 1995, the position was offered to another candidate.

On May 2, 1995, Wauzynski submitted an application for an "Intake Screener" position in the new division at the jail. She was hired for this new classification, along with Steve McNett, Geronimo Coronado, Edward Monjarez and Lorrie Crowell. As it happened, three of the employees hired into the new intake screener positions came from other bargaining units: One had retired after 20 years as a deputy sheriff, and had been re-hired by the County; one had worked in Work Release for the same department; one had worked as an administrative assistant in the jail. Wauzynski was the only intake screener hired who had not been in any bargaining unit.[7]

Wauzynski's last day of employment with the superior court was Friday, June 30, 1995. Wauzynski drafted a note to her supervisor on that day, indicating that she was taking the Intake Screener position. Wauzynski and two other employees began work in the new positions on Monday, July 3, 1995.

The new positions were placed under the coverage of the collective bargaining agreement between Teamsters Union Local 524 and the

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[5] See Exhibit 12 in this record.

[6] See, Exhibit 34 in this record. Once her application was submitted, letters of recommendation were provided by Judges Hahn, Gavin, Hackett, and Hanson. There were also recommendations from the Red Cross and United Way.

[7] Although a lie-detector test was required for the new position, none of the four hires were required to take it. Monjarez and McNett had already taken such tests as Sheriff's Department employees.

County, for the **non-uniformed** corrections employees unit. That contract contained a probationary employee clause, as follows:

> Article 6- DEFINITIONS OF EMPLOYEES
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> ...
>
> 6.2 Probationary Employee: A probationary employee shall be defined as a new hire who has not completed twelve (12) calendar months of service with the Employer since the first day of employment. A probationary employee shall work under the provisions of this Agreement but shall be only on a trial basis, during which period he may be discharged without any recourse.

That contract also contains language, at Article 7, section 7.1(C), stating that "for purposes of annual leave accrual, **seniority is determined by an employees' continuous service as an employee of Yakima County.**" Contract provisions on "longevity seniority" counted continuous service in the sheriff's department prior to the creation of department of corrections.

Problems surfaced during Wauzynski's tenure as an intake screener. Dema Harris testified about a conversation with Wauzynski some time in the autumn of 1995, where concern was expressed that her tenure as an employee might be in jeopardy. On December 8, 1995, Director Ray issued a letter to Wauzynski, as follows:

> Ms. Wauzynski:
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> This is to inform you that your employment with the Yakima County Department of Corrections is terminated effective December 8, 1995 at 1:30 p.m. This action is taken as a result of your poor work performance and non-compliance with both written and verbal instructions from your supervisor.
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> Please contact the county personnel department for help regarding pay and other post employment information.
>
> Thank you.
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> /s/ Kenneth A. Ray, Director

A representative of Teamsters Local 524, Anton Jones, submitted a letter to Ray, dated December 15, 1995, as follows:

> As per Article 18, Section 18.3, of the current Labor Agreement which states that an employee shall have the right to have a disciplinary action against her reviewed for just cause and severity, I am at this time formally protesting the termination notice given to Linda Wauzynski on December 8, 1995, until such time as I have had an opportunity to investigate the merits of such termination.

Ray did not respond directly to Jones, and referred the letter to Harris for a response. In a reply dated December 19, 1995, Harris indicated,

> [A]s a probationary employee Mrs. Wauzynski is not entitled to coverage under Article 18.3 which requires just cause for dismissal. The bottom line is that Mrs. Wauzynski did not perform satisfactorily in her probation period.

Wauzynski then retained a private attorney, who sent a letter to the employer on January 12, 1996, "demanding arbitration" under the grievance procedure of the Teamster contract. The employer's response, in a January 31, 1996 letter from Harris, was that Wauzynski was not entitled to arbitration under that contract and, as a probationary employee, was not entitled to the "just cause" provision at Article 18.3. This unfair labor practice case followed on March 13, 1996.

POSITIONS OF THE PARTIES

The complainant argues that she **transferred** from one County position (i.e., the bail investigator position working under the direction of the Superior Court), to another county position (i.e., the intake screener position working under the administration of

the department of corrections), that the jobs were substantially similar, and that there was no interruption of her employment with Yakima County. Since she entered a union bargaining unit on July 3, 1995, she asserts that she was entitled to the benefits of the probationary language of the collective bargaining agreement, so that her evaluation was subject to the grievance and arbitration clauses of the contract, and a "just cause" standard ought to be applied to her discharge.

The employer argues that the complainant's status as an employee of Yakima County is determined by the "Personnel Policies", which state that an employee moving from one position to another begins a new six-month or 12-month probationary period with each job classification. It thus contends that the complainant's work as a bail investigator did not "toll" her probationary period for the new intake screener position, even though the new position was within a bargaining unit and covered by a labor contract. The county thus alleges that it properly applied a **"probationary"** definition to the new intake screeners, and that the complainant was properly dismissed in December of 1995. The county further urges that the complainant was not a "transfer" who would have other rights under the collective bargaining agreement, and in any event was notified in a meeting that the intake screeners were "probationary employees" even though they had all previously worked for Yakima County.

DISCUSSION

The issue here is whether Yakima County interfered with the rights of a bargaining unit employee under RCW 41.56.040, and therefore violated RCW 41.56.140(1), when it "hired" her for a new position but applied a "probationary employee" status to her new employment relationship with the County. The Public Employment Relations Commission has jurisdiction to determine and remedy unfair labor

practice claims. RCW 41.56.140. - .160. 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).

Interference Violations Under 41.56.140(1)

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, protects the rights of public employees to engage in collective bargaining activities:

> **RCW 41.56.040 RIGHT OF EMPLOYEES TO ORGANIZE AND DESIGNATE REPRESENTATIVES WITHOUT INTERFERENCE.** No public employer, or other person, shall directly or indirectly, **interfere with, restrain, coerce or discriminate against any public employee or group of public employees in the free exercise of their right to organize and designate representatives** of their choosing for the purpose of collective bargaining or in the free exercise of any other right under this chapter.

[Emphasis by **bold** supplied.]

The enforcement of those rights is through the unfair labor practice provisions of the statute:

> 41.56.140 Unfair labor practices for public employer enumerated. **It shall be an unfair labor practice for a public employer:**
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> **(1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;**
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> (2) To control, dominate or interfere with a bargaining representative;
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> (3) To discriminate against a public employee who has filed an unfair labor practice charge;
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> (4) To refuse to engage in collective bargaining.

[1969 ex.s. c 215 § 1., emphasis by **bold** supplied.]

The burden of proving an allegation of unlawful interference with the exercise of rights protected by Chapter 41.56 RCW rests with the complaining party, and must be established by a preponderance of the evidence. To establish an interference violation, a complainant must establish that an employer engaged in conduct which employees could reasonably perceive as a threat of reprisal or force or promise of benefit associated with their union activity. City of Seattle, Decision 3066 (PECB, 1989), aff'd Decision 3066-A (PECB, 1992). The "reasonable perception" test does **not** require a showing that particular employees were actually interfered with, restrained or coerced. An individual employee or a group of employees may prove that the employer took some action against them, meant as a "warning", threat or coercive measure in response to their voicing of some concern or union activity.[8]

Inclusion In The Teamster Bargaining Unit

There are several long-standing bargaining relationships at Yakima County. One of the more recent changes occurred after legislation was enacted in 1993, giving corrections "custody and control" employees access to interest arbitration under RCW 41.56.450 et. seq. A group of jail employees who are not involved in incarceration, or the "guard" type of work, were then severed into a

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[8] The test for an "interference" violation is not as stringent as that for **discrimination** under the statute, because anti-union intent of the employer is not required. Port of Seattle, Decision 3064-A (PECB, 1989); City of Pasco, Decision 3804-A (PECB, 1992). See, also, King County, Decision 1698 (PECB, 1983) where an employer was found in violation for interfering with an employee's rights to process grievances and utilize "Weingarten Rights" as per Okanogan County, Decision 2252-A, (PECB, 1986). The Commission has also found interference violations where an employer recklessly misstates a point of law or misleads a bargaining unit employee with respect to rights under collective bargaining agreement. City of Seattle, Decision 2773 (PECB, 1987); City of Bremerton, Decision 3843-A (PECB, 1992; Castle Rock S.D., Decision 4722-B (EDUC, 1995).

separate bargaining unit. Previous Commission precedent called for, and WAC 391-35-310 now requires, a separation of employees who are eligible for interest arbitration from those who are not eligible for that dispute resolution procedure.

When the employer decided to reorganize its jail operations, and to create the new intake screener classification which lacked the "custody and control" duties necessary to qualify for interest arbitration, the county and union probably took the most prudent course of action when they promptly agreed to accrete those new positions to the existing "jail support" unit represented by the Teamsters. Accretion is appropriate where an employer has created a new facility or a new operation, but a preexisting contract is found appropriate to "cover" the employees in the new operation.[9] If an accretion is appropriate, the employees are deprived of a self-determination election under RCW 41.56.060.[10] Their isolation as unrepresented employees would have created a potential for the organization of another non-uniformed unit in the jail facility, and would have permitted "history of bargaining" to develop which might have frustrated a later accretion attempt.

The county and the union each took on new responsibilities with the accretion: The employer made certain that the "contract coverage" was mentioned in the job postings; the **union** apparently made certain that all of the new employees received copies of the contract.

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[9] See development of the accretion doctrine under Chapter 41.56 RCW at City of Redmond, Decision 2324 (PECB, 1985); Kitsap Transit, Decision 3104 (PECB, 1989) and Puget Sound Educational Service District, Decision 5126 (PECB, 1995).

[10] See Panda Terminals Inc., 161 NLRB 1215 (1966). Horn and Hardart Company, 173 NLRB 1077 (1968) presents a cafeteria of accretion issues, where cashiers at "Automat" restaurants in New York were finally allowed to vote on union representation.

Although there was an agreed accretion of the new intake screener positions to the jail support bargaining unit, the county interviewed some 30 people for those jobs.[11] Six of those were already Yakima County employees. Not surprisingly, persons who were already Yakima County employees were hired for the new positions. Human Resources Director Harris testified that an important consideration for staffing new county positions was:

> [F]irst consideration to employees of the affected department that the job is being created; second consideration to other County employees; and third consideration to the public. This position [intake screener] was posted with that language. We have a standard practice of encouraging not only promotions but upward mobility and change and opportunity for County employees to move to other positions.... County employees, whether they be employed in the hiring department or in some other department, are given extra credit on the screening as a boost in consideration for the positions.
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> [TR. 160-161.]

Hence, the new intake screeners on July 3 included Yakima County employees from: (1) the superior court (Wauzynski); (2) the department of corrections, work release (McNett); (3) the department of corrections, clerical (Crowell). Although they were not "new hires" in the sense of never before having been on the Yakima County payroll, they were new hires with regard to the newly-created positions in the jail/corrections department.

The record before the Examiner does not demonstrate that either Linda Wauzynski, or any of the others hired into the new intake screener positions, could reasonably have perceived that they were coerced or illegally restrained by the employers' actions in

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[11] Harris testified that there were 78 applications for the positions, and 36 were left after initial screening.

accreting the new positions to the existing bargaining unit or in hiring the initial incumbents for those new positions.

Past Practice and the Policy in Yakima County

There may be a question as to how any policy could allow an employee of Yakima County to endure a "probationary period" more than once. A statement in the personnel policies from 1977 states that an employee serves a six-to-twelve month "trial period" to demonstrate fitness for permanent employment, and Wauzynski had served her probation under that policy.

The employer's personnel policies do not apply to bargaining unit employees, and it was clear from the testimony of Dema Harris that the "work performance probation" policy is NOT in the collective bargaining agreement between the county and the Teamsters. That policy has been applied, however, to "transferring" Yakima County employees on four occasions in addition to the Wauzynski case.[12] Bernisa Burns, Brenda Childers, Sherry Shabig and Gloria Roibal were all terminated during a second probationary period:

> Q. [By Mr. Putney] Your belief that they were probationary is not based on the union contract but its based on your understanding of past practice, isn't it?
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> [Colloquy on objection omitted]
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> A. [By Ms. HARRIS] ... It is a practice of this organization across all department lines, Dave, that when employees change positions they're on work performance probation. Also, if you look at the collective

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[12] The language of a collective bargaining agreement between the county and another labor organization (the WSCCCE) for an analogous bargaining unit (the courthouse clerical unit) imposes a probationary period upon a transferring employee, but permits the employee to return to their prior job position if they are unsuccessful after promotion. See Exhibit 30.

> bargaining agreement she was a new employee in the department of corrections.... But consistently -- consistently within this organization when you change positions, move from one department to another, receive a promotion, just get fed up and decide to be moved from the treasurer to the auditor, you're on probation.

Harris admitted, under cross-examination, only that the practice of work performance probation did not appear in written form, but this is the nature of a "past practice." The complainant did not shake the county's declaration that the practice existed.

New hires or transferring employees at Yakima County have not been "interfered with" within the meaning of RCW 41.56.040 and .140, at least with respect to the probationary clauses and practices related to same. The petitioner failed to rebut that a past practice existed. Although probationary status can be presumed to be a mandatory subject of collective bargaining, there is no indication in the record that any activity was undertaken by any union, including the Teamsters, to overturn this policy or negotiate exceptions to it.

The Barth-Crowell-McNett Conversation

Testimony by the manager, Cheryl Barth, and by fellow employees, Lorrie Crowell and Steve McNett, revealed that there was a conversation in Barth's office some time in August, 1995. Crowell was on the Teamster bargaining team, and had discussed the new positions in negotiations with Teamsters representative Anton Jones and county representative Dema Harris present. Crowell indicated concern that, irrespective of the Teamster contract, the intake screeners were probably vulnerable if the program was terminated.[13]

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[13] It was her concern that if the program was terminated, all former Yakima County employees would be laid off, with no real recourse after bidding to the new positions.

Barth is quoted as having said that they were all "out of a job", including the manager. There was general dissatisfaction that they were serving a second probationary period.[14]

The county argues, in effect, that Wauzynski was part of this conversation, and that she knew or should have known that she was a probationary employee until July 3, 1996. Wauzynski denied that she was part of the Barth-Crowell-McNett conversation, or that Barth or any of the other intake screeners informed her she was on probation.

More likely than not, a Barth-Crowell-McNett conversation took place without Wauzynski being there. More to the point is that no interference violation can be found under RCW 41.56.140(1) based on the fact that Wauzynski did not know all of the details of a probationary policy which grew out of county policy and/or a collective bargaining agreement rather than out of any rights directly conferred or protected by Chapter 41.56 RCW.[15]

The record reveals no action taken by the county against Wauzynski or any of the other intake screeners in response to, or as a result of, any casual discussions about their probationary status. Nor was there any evidence of action taken against these employees for Lorrie Crowell having raised the issue during collective bargaining negotiations. The complainant did not rebut Harris' recollection that Linda Wauzynski was having work-related problems in the intake

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[14] TR. 223.

[15] The County might, in fact, have faced legal liability if it applied the policy and/or contractual provisions differently to people who knew the policy as opposed to those who lacked knowledge. The union had a problem too: It had a duty of fair representation to all employees in the bargaining unit, and could not escape scrutiny if it had negotiated a clause which allowed greater rights to employees transferring from other county departments outside of the bargaining unit than were provided for employees hired directly into the bargaining unit.

screener position, and that Wauzynski suspected that the termination of her employment was imminent. For those reasons, no violation of rights protected by RCW 41.56.040, or of RCW 41.56-.140(1) has been established here.

Interference With Union Activity

Interference and discrimination violations are sometimes based on demonstrated differences in treatment among a class of employees. In Seattle School District, Decision 5237-B (EDUC, 1996), a teacher alleged that his non-renewal was in retaliation for his joining with three other teachers in filing a grievance. The Commission reversed the Examiner's determination that there had been interference in that case, stating:

> [I]n this case, we have found that [the employee] participated in limited union activity, and we could find no evidence of union animus on the part of the employer. With this record, there is little on which to base a conclusion that employees could reasonably perceive [the employee's] probation and nonrenewal as threats of reprisal associated with ... union activity.

In concluding that the complaining employee could not reasonably perceive his discharge as being in retaliation for his filing of a grievance, the Commission considered testimony from the other "grievants" in that case, who did not associate the nonrenewal with the grievance, and who were unaware of the employer's dissatisfaction with the performance of the non-renewed employee in the classroom.[16]

In this case, the remaining intake screeners (Crowell, McNett and Coronado) all continued as employees of Yakima County, and they all successfully completed their first year in their new jobs. None of

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[16] Seattle School District, Decision 5237-B at 31.

them testified that they felt threatened by the employer's actions in regard to placing them on probationary status, or by the employer's actions with regard to Wauzynski. It would be a flying leap to surmise that any of them **reasonably perceived** retaliation when they felt no **actual** sense of retaliation. In a real sense, they were in no better or worse position than Linda Wauzynski because of their "transfer" to the jail support bargaining unit. Wauzynski was not put in a worse position because of her transfer from the bail investigator position to intake screener. No cause of action is made out where no reference to a threat or promise is made to any bargaining unit employee, Spokane Transit Authority, Decision 5742 (PECB, 1996), or where there is only a "fleeting reference" to a prior grievance that alleged discrimination for union activity, Bremerton School District, Decision 5722 (PECB, 1996).[17]

Conclusions

The Examiner makes no ruling as to the soundness of the "work performance probation policy", which is not before the Commission. Perhaps the language of the courthouse employee agreement is sounder policy; it might well be better policy to make "past practices" more widely known to employees. In any event, its application in this case was not violative of the intent or language of RCW 41.56.040 and .140. There simply is no pattern of employer conduct, nor any consistent and repeated strategy of violations of the collective bargaining agreement, which might constitute coercion and interference with the jail employees right to select their representative, or to file grievances or discuss the impact of re-organization in Yakima County.

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[17] Even asking questions of the employee, prior to a disciplinary decision, cannot always be perceived as coercive or interfering. City of Mill Creek, Decision 5699 (PECB, 1996).

FINDINGS OF FACT

1. Yakima County is a public employer within the meaning of RCW 41.56.030(1).

2. Linda Wauzynski was formerly employed as a Bail Investigator II in a non-represented position, working under the direction of the Superior Court for Yakima County. As an employee during all or part of the previous ten years, Wauzynski had served a probationary period under the personnel rules applied by Yakima County to its non-represented employees.

3. Teamsters Union, Local 524, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of clerical, administrative, and non-correctional (support) personnel working in the jail division of the Yakima County Department of Corrections.

4. The employer and union were parties to a collective bargaining agreement which expires December 31, 1996. That agreement provided for a 12-month probationary period for "new hires".

5. Newly-created "intake screener" positions in the Yakima County Department of Corrections do not have responsibility for custody and control of inmates, and were accreted to the jail support bargaining unit upon their creation in 1995.

6. Linda Wauzynski applied for an "intake screener" position under a job posting which disclosed that it was to be covered by the collective bargaining relationship between Yakima County and Teamsters Local 524. She requested letters of recommendation from court officials in support of her effort to achieve a change of her employment status.

7. Immediately previous to their beginning work in "intake screener" positions on July 3, 1995, Lorrie Crowell, Linda Wauzynski and Steve McNett had been employees of Yakima County in other positions. Edward Monjarez had retired from service as a deputy sheriff with Yakima County prior to commencing work as an intake screener. Nevertheless, all of those persons were treated alike with respect to being placed on probationary status in their new jobs.

8. Wauzynski's duties as an intake screener were substantially the same as duties in her prior position as a Bail Investigator II. Wauzynski was told that she would be subject to the Teamster contract, and subject to the membership and dues requirements of that contract.

9. During negotiation for a successor collective bargaining agreement, the county and some of the intake screeners discussed the hypothetical impact of an elimination of the intake screener program. The record does not sustain a conclusion that Linda Wauzynski was a participant in those discussions.

10. On December 9, 1995, the jail director terminated the employment of Wauzynski, citing "poor work performance" and "noncompliance with both written and verbal instructions from your supervisor". The employer subsequently asserted that Wauzynski was in probationary status when she was discharged, and that she was not entitled to "just cause" protections of the collective bargaining agreement.

CONCLUSIONS OF LAW

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

2. By the incidents described above, Yakima County **has not** interfered with the rights of employees secured by RCW 41.56.040, and has not committed any unfair labor practice under RCW 41.56.140.

ORDER

The complaint charging unfair labor practices filed in the above-captioned matter is DISMISSED.

Issued at Olympia, Washington, on the 30th day of December, 1996.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

J. MARTIN SMITH, Examiner

This order will be the final order of the agency unless appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.