STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TACOMA POLICE UNION, LOCAL 6, Complainant, vs. CITY OF TACOMA, Respondent.	)	CASE 9620-U-92-2165 DECISION 4539 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Hoag, Vick, Tarantino and Garrettson, by James M. Cline, Attorney at Law, appeared on behalf of the union.

Cheryl Carlson, Attorney at Law, Tacoma Police Department, appeared on behalf of the employer.

On February 6, 1992, the Tacoma Police Union, Local 6 (union), filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that the City of Tacoma had violated RCW 41.56.140(4). A preliminary ruling was issued on April 20, 1992, indicating that a cause of action was stated. On January 6, 1993, Examiner J. Martin Smith was assigned to conduct further proceedings in the matter under Chapter 391-45 WAC. A hearing was held at Tacoma, Washington, on April 27, 1993. The parties filed legal memoranda to complete the record in this case.

BACKGROUND

The City of Tacoma operates a Police Department. Raymond A. Fjetland is the chief of police. There are approximately 377 commissioned law enforcement officers in the department.

Since at least 1976, the Tacoma Police Union, Local 6, has been the exclusive bargaining representative of uniformed police officers

employed in the Tacoma Police Department, up to and including the rank of captain. In recent years, the union has retained a law firm to represent its interests in negotiations with management, and in most cases where employees have filed grievances or unfair labor practices.[1]

The employer negotiates with several labor organizations representing its employees. A collective bargaining agreement signed by the employer with a "joint labor committee" composed of nine unions includes a grievance procedure and covers issues that are common to multiple bargaining units, such as payroll deduction of union dues, a labor-management committee, health care insurance, vacations, sick leave, on-the-job injury, longevity pay, and holidays.[2] That document provides, in part:

> ... While this Agreement sets forth the matters common to the member Unions of the Joint Labor Committee, it in no way abrogates the rights and responsibilities of the City and the member Unions, to negotiate in accordance with 41.56 RCW, those issues and matters not common to all member Unions, but which are peculiar and specific to the individual Union(s) involved .... For the purposes enumerated above, any employee representative who has been recognized by the City of Tacoma for

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[1] The firm now known as "Hoag, Vick, Tarantino and Garrettson" was, until relatively recently, known as "Aitchison, Hoag, Vick and Tarantino".

[2] The copy of the document in evidence in this record as Exhibit 2 is unsigned and undated, but is under cover of a January 14, 1992 letter from Mary Brown (the employer's assistant human resources director) to the chairman of the joint labor committee. The cover letter indicated that the new agreement covered seven major changes in the Pierce County Medical Bureau plan, and what the new premium amounts would be. Other issues addressed were full reimbursement for monthly bus passes, and a paid-time-off leave plan as part of the separate police contract. The cover letter describes the document as the product of negotiations concluded on November 27, 1991, and as remaining in effect through December 31, 1994.

> a bargaining unit(s), may become a member of the Joint Labor Committee provided the employee representative has the consent of the Joint Labor Committee.

Tacoma Police Union, Local 6, is one of the members of the Tacoma Joint Labor Committee.[3] Police officers James Mattheis, Stan Nyland and Ed Lowry have been involved for several years in representing Local 6 in the negotiations for the joint labor agreement.

Attached to the new joint labor agreement was a copy of a "Substance Abuse Policy". The cover letter describes that policy as having been "agreed to on November 20, 1991". The substance abuse policy addresses several issues involving police, fire, and maintenance employees of the City of Tacoma. The policy provided "awareness training" for drug and alcohol-related abuse problems. The policy emphasized that **disciplinary action would continue to be performance-based.** In further detail, the policy went on to say:

> ...
> 4. Employees who voluntarily seek assistance for an alcohol or drug related problem before it becomes a subject of formal discipline will not be subject to disciplinary action. Rehabilitation, however, is the responsibility of the employee.
> 5. **Employees shall not be subject to random testing for the purpose of discovering possible drug or alcohol abuse unless mandated by state or federal law.**
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> [Emphasis by **bold** supplied.]

Also included in that policy was a nine-step procedure for drug testing, which was to be initiated only when the employer had

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[3] The letter covering transmittal of the joint labor management agreement makes reference to "separate negotiations for a 1993 contract" which were to be conducted between the employer and Local 6.

"reasonable suspicion" that an employee was using or had recently used controlled substances.

The gravamen of this case involves events that occurred during the summer of 1991, while the new substance abuse policy was being negotiated. Police Chief Raymond Fjetland testified that he became concerned during the summer of 1991 because of reports about a Tacoma Police Department employee, Officer Amy Boardman. Other police officers, and eventually a surveillance team, reported that Boardman was using marijuana and cocaine, and that she was attending parties where controlled substances were consumed. The chief testified:

> We had had information from a reliable informant .... The confidential informant was a friend of hers from childhood and maintained that she had been with her on numerous occasions over several years, that she was continuing to use the substances as a police officer and that she was also acting irrationally at some of the parties and bragging openly about her use of drugs as a police officer.

The surveillance team observed Boardman driving erratically through Tacoma streets, almost crashing at one point, and Boardman was observed driving in areas of Tacoma known for drug house activity. A sergeant in the department named Howison had reported that Boardman behaved strangely during a morning turn-out, making bizarre comments and "giggling" at odd times. A lieutenant in the department reported that it was "widely known" in the department that Boardman was using illegal drugs.

Chief Fjetland considered giving Boardman a drug test, to see whether "she was fit for duty". He first contacted Director of Human Resources Jan Gilbertson and Assistant Director of Human Resources Mary Brown. The City Attorney's Office was also contacted, and a review of applicable collective bargaining

agreements was made. As a result of that process, the employer and its police chief were convinced that nothing barred their use of a drug test for Officer Boardman.

On September 4, 1991, Assistant Chief of Police Kenneth Monner sent a letter to Officer Boardman, stating in pertinent part:

> You have become the focus of a drug investigation based upon information provided by a confidential informant whose reliability has been established; this information has been partially corroborated by officer observation. The information creates reasonable suspicion that you may have or may now be illegally using drugs. This calls into question your physical and mental fitness to perform the work of the position in which you are employed.
>
> Therefore, pursuant to Personnel Code Section 1.24.800, you are being asked to undergo medical examination procedures at Tacoma Industrial Medicine, under the authority of Dr. Yasayko, under the medical and security procedures established by the medical facility.
>
> If you refuse to voluntarily consent to this examination, be advised that you will be ordered to submit to the medical examination as part of an internal investigation being conducted by the Tacoma Police Department. You are hereby ordered to submit and cooperate with the medical testing procedures which relate to your investigation ....

The Personnel Code referred to in that letter was made an exhibit in this case. That code embodies rules and procedures as adopted or amended by the Tacoma City Council in January of 1990. The pertinent provision, Section 1.24.800 entitled "Medical Examination",[4] begins with material which addresses new hires and probationary employees. The next four paragraphs refer to both "applicants" and "employees", and represent a continuing personnel

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[4] The materials are at pages 26 and 27 of the document.

program, the purpose of which is to monitor physical and mental fitness of its employees.[5]

It was the practice of Tacoma Industrial Medicine to test for controlled substances by use of urinalysis methodology. It is unclear from this record as to just when Officer Boardman took the urinalysis test, but it was sometime soon after September 4, 1991. Officer Mattheis testified that there were unresolved issues between the employer and unions at that time, with respect to the manner in which drug tests were to be conducted. Some were uncertain as to what procedures were being followed by Tacoma Industrial Medicine in the past.

The employer does not dispute that the union protested the drug-testing of Officer Boardman. Although Boardman did not personally object to the test, she apparently conferred briefly with her union attorneys immediately before submitting to the examination. The employer apparently felt some sense of urgency about the need to test Boardman immediately, because of comments made by an "informant" that she may have been using drugs the prior weekend.[6]

According to the testimony of Chief Fjetland, the results of the drug test were negative, and did not confirm that Boardman had used

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[5] The pertinent parts of this ordinance read as follows:

> All employees of the City during their period of employment may be required by the appointing authority with the approval of the Personnel Director, to undergo periodic medical examinations to determine their physical and mental fitness to perform the work of the position in which they are employed. ...
>
> ... Determination of physical or mental fitness will be by a physician designated by the Personnel Director. The physician will be provided a description of the work to be performed and its physical parameters.

[6] This informant took and passed a "polygraph" test.

drugs during the preceding weekend. Boardman was discharged from employment, however, for reasons that she subsequently alleged were related to the drug test.[7]

POSITIONS OF THE PARTIES

The union argues that the employer committed an unfair labor practice by unilaterally adopting or expanding a drug-testing policy, without fulfilling its statutory obligation to bargain with the union. The union contends that drug-testing is a mandatory topic for collective bargaining, and that the employer was required to negotiate with the union in the absence of a demonstrated "past practice" of requiring a drug test under the circumstances where discipline of an employee was the issue.

The employer responds that a "fitness for duty" examination was appropriate for this employee, given the emergency circumstances and the allegations of illegal conduct on the part of the police officer. The employer argues that the "fitness for duty" policy of the City of Tacoma and of its Police Department permitted this drug

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[7] Notice is taken of the docket records and decisions of the Commission concerning three related cases filed by Amy Boardman on April 22, 1992. In Case 9770-U-92-2220, Boardman accused the Tacoma Police Union of breach of its duty of fair representation, because of its refusal to assist her in challenging her discharge. That case was dismissed for failure to state a cause of action. City of Tacoma, Decision 4231 (PECB, 1992). In Case 9771-U-92-2221, Boardman accused the employer of retaliating against her for filing an earlier discrimination claim under in-house procedures and/or discharge without just cause. That case was also dismissed for failure to state a cause of action. City of Tacoma, Decision 4232 (PECB, 1992). In Case 9772-U-92-2222, Boardman accused the employer of making a unilateral change of practice without bargaining. That case was dismissed on the basis that an individual employee lacks legal standing to pursue a "refusal to bargain" claim. City of Tacoma, Decision 4233 (PECB, 1992).

test (urinalysis). In the employer's view, the fact that a formal drug testing policy applicable to all city employees was being negotiated by the major unions did not obviate the need and authority of the employer to take action with respect to the police officer involved, under the circumstances then in existence.

DISCUSSION

Mandatory Subject of Bargaining

The Examiner agrees with the union that the subject of drug testing is a mandatory topic for bargaining. Private sector precedent in this area includes Johnson-Bateman Company, 295 NLRB No. 26 (1989)[8] and Locomotive Engineers v Burlington Northern R.R. Co., 838 F.2d 1102 (9th Cir. 1988).[9] The discipline and discharge of employees clearly involves their working conditions and tenure of employment, so as to come within the "wages, hours and working conditions" scope of mandatory collective bargaining under RCW 41.56.030(4).

Parties before the Commission often cite City of Olympia, Decision 3194 (PECB, 1989), for the proposition that drug testing is, per se, a mandatory subject for bargaining. Although the Olympia decision has some precedent value, it should be read with care. That case began as a protest of a unilateral change of **physical fitness standards** for police officers, among which was a new

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[8] In Johnson-Bateman, the NLRB ruled that alcohol and drug tests given to employees after they were on the payroll were a mandatory subject of bargaining. There had been no mention of using drug or alcohol testing as a disciplinary or physical standards test in recent contract negotiations between those parties. Also, no record existed of a "past practice" whereby the employer gave physical or drug tests to employees who showed inability to perform their work tasks.

[9] The case was decided under the Railway Labor Act.

limitation on the use of tobacco products. Those physical fitness standards were found to be a mandatory subject for bargaining, because that employer's civil service commission was promulgating new rules which could affect an employee's continued employment.[10]

As was said in Evergreen School District, Decision 2954 (PECB, 1991), the status quo must be **changed**, and not merely **re-iterated**, to give rise to a duty to bargain.[11] To constitute a piece of the status quo, a rule or policy must be a precedent which the employer has used with some regularity during the relevant past, not merely a written policy which is pulled off the shelf just in time to fend off an unfair labor practice charge. Pierce County Fire District 3, Decision 4146 (PECB, 1992). Cases such as Gem City Chemicals, 86 LA 1023 (Arbitrator: Warns, 1986) are distinguishable, because they involve the definition of "past practice" in an "implied contract" sense, rather than helping to define whether a past practice exists.[12]

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[10] The rule is that an employer commits an unfair labor practice if it changes an existing term or condition of employment of its union-represented employees without having exhausted its obligations under a collective bargaining statute. See, NLRB v Katz, 369 U.S. 736 (1962); Federal Way School District, Decision 232-A (EDUC, 1977) and Green River Community College, Decision 4008-B (CCOL, 1993).

[11] See, also, Green River Community College, supra.

[12] The union's reliance on Gem is also misplaced because the discipline meted out in that case came after the employer had unilaterally adopted **random testing for drugs** as part of its physical fitness program. There was no prior warning to the union, and no requirement for a showing of "reasonable cause" in the new policy, under which some, but not all, employees were tested. The arbitrator in that case had ample grounds to find a violation of the employee's rights under the contract's just cause provision, and his foray into the field of "unilateral change" does not have much weight in an unfair labor practice proceeding under Chapter 41.56 RCW.

Was There a Pre-Existing Practice?

The issue in this case is whether the City of Tacoma maintained and utilized a policy which allowed the type of drug testing used by the employer regarding Officer Boardman.

The employer admits that it had no specific drug testing policy in September of 1991, but it points to the personnel policy which it maintained, at paragraph 1.24.800. That personnel policy is entitled "medical examination" and, as the union points out, is limited in its scope. On its face, it seems to describe a procedure whereby the employer can test applicants for employment as to their physical abilities to perform certain jobs in the workplace. The policy does not say specifically that it is meant to apply to firefighters, dispatch personnel or police officers. It does say that the employer **may** require any employee to undergo "periodic medical examinations" to determine the physical or mental fitness of an **existing employee** to perform the duties of their job. Clearly, the policy states that failure of one of the employer's legitimate tests can result in **demotion** or **discharge** of the employee. The Examiner would concur with the union that the "1.24" policy was (and remains) limited in scope.

The Examiner has difficulty applying the "1.24" policy to this case, because of the "periodic medical examinations" phrase used in the policy. Such language seems to indicate an intent, and a practice, of monitoring the physical condition of employees by means of **scheduled** and **mandated** examinations or training sessions. The term "periodic" does not connote "random", "occasional", or "upon probable cause". The policy thus seems to be drafted to be preventative, not situationally responsive. Even if the Examiner were to accept the employer's argument that some drug testing is permitted under this policy, the permitted testing would have to be limited to "periodic" testing, and would not encompass the "upon probable cause" testing carried out here.

The evidence concerning past application of the "1.24" policy simply does not support an extension of its literal terms to include drug testing of the type at issue here. The employer was able to advance testimony concerning only two instances of drug tests being administered since the inception of the policy in 1990. One of those was in the Public Works Department, where an employee responsible for driving large trucks was required to undergo a blood test for alcohol. This was not a "periodic" examination, but was based on "probable cause". The other instance involved administration of a drug test to a fire fighter based upon some prior arrangement or back-to-work agreement controlling the return of that employee from a leave. This was also **not** a "periodic" examination. The employer advanced no documentation with respect to other departments performing tests on their employees, to determine whether they had alcohol or drug abuse problems.

There was no past practice of conducting random drug tests, or even "upon probable cause" drug tests prior to September of 1991. The Examiner therefore concludes that the employer made a unilateral change when it decided to conduct a urinalysis test of a bargaining unit employee for drugs or substance abuse, without providing an opportunity for bargaining on its format or effects.

Much was made by the union of the fact that Officer Boardman objected to the test, and was then ordered to take the test. Even if both Boardman and the officer making that order believed that she could have been disciplined for insubordination for refusing to take the test, the union did not allege in its complaint that standards for discipline or insubordination had been changed. The finding here is thus limited to the unilateral adoption of a new policy as a violation. The union's argument that any new drug testing program somehow creates more burdensome disciplinary issues is not supported by the record in this case.

Unilateral Change Regarding Officer Boardman

As the undersigned Examiner noted in City of Pasco, Decision 4197 (PECB, 1992), a clear distinction is needed between the rights of the union as exclusive bargaining representative and the rights of a particular employee affected by a change in policy, procedure or work rule. We are primarily concerned here with whether a "term or condition of employment" had been altered, because an individual employee has rights to file grievances under a collective bargaining agreement or other individual claims.

The drug test administered to Officer Boardman in September of 1991 can best be characterized as an "upon probable cause" test.[13] The record indicates very few details about the testing of Officer Boardman, except that she submitted to the urinalysis test, and that both she and her union representatives stated objections to the procedure. Boardman "passed" the test, meaning that the chemical results did not prove that she had illegal substances in her body sufficient to impair her behavior, or to suggest that she had used drugs during the previous 72 hours.

It is not clear that the test required of Officer Boardman would have complied with the "reasonable suspicion" and "chain-of-evidence" safeguards contained in the substance abuse policy which this employer and union agreed to two months later, in November of 1991. A union witness testified that the union had opposed the "reasonable suspicion" test during the negotiations on the substance abuse policy, yet it agreed to that test as part of the new policy. The policy states:

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[13] A "last chance" test would be one pre-arranged after an employee had already been determined to have some substance abuse problem, and was seeking a return to work. In a sense, such an employee would be on a special probation. A "random" drug test is taken among groups of employees without warning, or at least at irregular intervals, to investigate workplace conditions.

> ... in order to enforce the City's prohibition against the use of drugs, employees may be requested to undergo a drug screen test if the City has a reasonable suspicion that an employee has used or is using a drug ....

Similarly, there was some alleged "confusion" as to when Boardman's sample was completed and ready for analysis. Chain-of-custody procedures were also set out in the agreed-upon policy, borrowing from the NIDA procedures.[14]

Existence of an Emergency

There are situations when an employer will need to delay taking actions desired by the management of the enterprise, while giving notice to the exclusive bargaining representative of its employees and negotiating with that organization. Many examples involve transfers of bargaining unit work which are long-debated and carefully contemplated by employer officials, and would not present such an emergency that notice to the union could not take place. See, Kennewick School District, Decision 3942 (PECB, 1992) and City of Seattle, Decision 4163, 4164 (PECB, 1992). There are other circumstances, however, where the duty to bargain must give way to the legitimate need of an employer to take reasonable action in response to an "emergency". In Green River Community College, supra, the imminent absence of employees during what appeared to be a "sick-out" justified the employer's revival of a long-dormant requirement that employees claiming sick leave provide a medical verification of their illness.[15]

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[14] There is no allegation that Tacoma Industrial Medicine was negligent in any way in taking the test or handling the sample prior to its analysis.

[15] See, also, the discussion in Evergreen School District, Decision 3954 (PECB, 1991), where the need to get late-arriving textbooks into the hands of students excused a minor intrusion on the scope of bargaining unit work.

There are ample reasons in the case presented here as to why the Tacoma Police Department decided to administer a drug test to Officer Boardman. This was certainly not an ordinary discipline case, given the fact that department officials felt it necessary to use surveillance techniques against one of its own police officers. This is understood by the Examiner to have been a serious step only undertaken when management became convinced that a clear and imminent danger existed, either to the public or to Officer Boardman, because of her behavior on the job. The chief appears to have followed all of the discipline measures set out in the parties' contract. Although it is not clear whether the officer could have been suspended or placed on administrative reassignment, the most important fact supporting the existence of an "emergency" was the observation of Boardman's driving. Erratic and dangerous driving by a professional who had been specifically trained to drive a police vehicle, and to arrest others who operate vehicles in an unsafe manner, was a legitimate basis for alarm. Certainly the collective bargaining obligation would not deter the employer from arresting one of its own employees when suspected of a crime, or to delay action pending completion of collective bargaining over a drug-abuse procedure. The Police Department took the precaution of conferring with the employer's human resources officials, with regard to whether a drug test would violate the terms of the parties' contract, and employer officials discussed the possibility that a unilateral change was taking place. The Examiner feels that the following testimony ably and best sets forth the emergency considerations which were of concern here:

> Q. [By counsel for the employer] Now, the Union has previously articulated today it was their position that the department could not require any testing of any officer until an agreed upon [drug-testing] policy was in place. Do you agree from a management perspective that that is a workable situation given the facts that you were presented with in the Boardman incident?

> A. [By Chief of Police Fjetland] Not given the facts that I was presented in Boardman, and not given the fact that we are a public safety organization, where officers are given constitutional authority to use deadly force up to and including hand guns, [or the] ramming of a vehicle. It's my understanding that as an employer, I am given a higher standard of care with which I can evaluate employee performance and that I'm given the ability to evaluate their performance because of that community trust ... So I did not feel that I could wait, and I felt I had a compelling emergency or a dangerous -- I had a situation that I thought was reasonable and I felt that it could be an emergency situation, that I had to take some action.

In addition, the chief's testimony under cross-examination verified that an informant had advised the department of Boardman's use of drugs during the preceding holiday weekend, and the department had verified the informant's story by giving the informant a polygraph test. Faced with an urgency brought on by daily rumors and reports, the chief was not obligated to delay responding to an emergent situation. The officer involved was still on her regular duty shift. The department satisfied the "reasonable suspicion" test which was ultimately adopted by the parties. It did not announce a policy that was broader than the emergency situation it then faced, and did not act of whim, thin air or fantasy.

In sum, it appears that the administration of a drug test to Boardman, using the same criteria and facilities which were later agreed to by the parties at the bargaining table, was not an unfair labor practice with respect to this individual employee. If anything, the results of the test were exculpatory, rather than incriminating. The use of the drug test regarding this police officer did not violate the obligations imposed by RCW 41.56.040 and 41.56.140(4).

FINDINGS OF FACT

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

2. Tacoma Police Union, Local 6, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative for all commissioned police officers below the rank of captain in the Tacoma Police Department.

3. The City of Tacoma and Local 6, together with other labor organizations, were parties to the "labor-management agreement", a multi-unit collective bargaining agreement which set forth terms common to the police officers, firefighters, and other bargaining units at the City of Tacoma.

4. In September of 1991, the City of Tacoma and Local 6 were involved in negotiating a successor agreement to their 1992 collective bargaining agreement. One of the issues in those negotiations was a substance abuse policy to be incorporated in the multi-unit "labor-management agreement".

5. Amy Boardman was a police officer employed by the City of Tacoma within the bargaining unit represented by Local 6. During the summer of 1991, the Police Department began to investigate Officer Boardman, because of suspicion that she was involved in substance abuse.

6. After preliminary investigation and observations of unusual behavior by Boardman during morning roll-call, the assistant chief issued an order to Boardman on September 4, 1991, requiring her to submit to a urinalysis-type drug test. The test was performed soon thereafter at Tacoma Industrial Medicine, over the protests of Boardman and representatives of Local 6.

7. The employer and union subsequently agreed to a substance abuse policy which permitted the employer to require a drug test upon reasonable suspicion of substance abuse, and which provided for drug testing to be conducted by Tacoma Industrial Medicine. The features, terms and conditions of that policy relating to drug testing were considerably more detailed than the "fitness-for-duty" policy previously in effect for employees of the City of Tacoma.

8. The urinalysis drug test administered to Officer Boardman was carried out by Tacoma Industrial Medicine in a manner that apparently would have conformed to the substance abuse policy later negotiated by the employer and Local 6. The chemical results did not indicate recent drug use by Boardman.

9. The employer was faced with an emergency, based upon reports of an informant and observations of other police officers, when it required Boardman to submit to a drug test. The employer acted on the basis of reasonable suspicion in a manner that apparently would have conformed to the substance abuse policy later negotiated by the employer and Local 6.

10. The record in this matter does not establish that the subsequent discharge of Officer Boardman from employment with the City of Tacoma was related to the matters at issue in this unfair labor practice proceeding.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this case pursuant to Chapter 41.56 RCW.

2. Drug testing is closely related to the working conditions of employees, affecting their discipline and tenure of employ-

ment, and is a mandatory subject of collective bargaining under RCW 41.56.030(4).

3. In requiring bargaining unit employee Amy Boardman to submit to a drug test by urinalysis on September 4, 1991, the City of Tacoma acted in an emergency situation based upon reasonable suspicion of unlawful use of controlled substances, and was thereby excused from conformity with the duty to bargain set forth in RCW 41.56.030(4) as to that situation.

4. In requiring bargaining unit employee Amy Boardman to submit to a drug test by urinalysis on September 4, 1991, the City of Tacoma did not adopt or implement a policy broader than was needed to respond to the emergency situation which it then confronted, and has not violated RCW 41.56.140(4).

ORDER

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

Issued at Olympia, Washington, on the 19th day of November, 1993.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

J. MARTIN SMITH, Examiner

This order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.