King County, Decision 5889-B (PECB, 1998)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY, Employer.	)	
LORRAINE CAMACHO, Complainant, vs. AMALGAMATED TRANSIT UNION, LOCAL 587, Respondent.	)	CASE 12900-U-96-3112 DECISION 5889-B - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

M. L. Daniel, Attorney at Law, appeared on behalf of the complainant.

Frank and Rosen, by Clifford Freed, Attorney at Law, appeared on behalf of the respondent.

On December 12, 1996, Lorraine Camacho filed two unfair labor practice complaints with the Commission under Chapter 391-45 WAC, naming King County (employer) and Amalgamated Transit Union, Local 587 (union), as respondents. After the complaint against the employer was withdrawn, a hearing was held before Examiner J. Martin Smith on January 15, and March 16 and 17, 1998, concerning the complaint against the union. The parties filed briefs.

Camacho had alleged that her employment with the King County public passenger transportation operation (formerly operated by the Municipality of Metropolitan Seattle (METRO)) was terminated based upon unlawful discrimination; and that the union interfered with her rights, by not taking her complaint to arbitration. Based on the evidence presented at the hearing, the Examiner dismisses the complaint.

PROCEDURAL BACKGROUND

The docketing of a separate case for each named respondent was consistent with long-standing Commission practice. The notice of case filing issued in Case 12900-U-96-3112 listed the nature of dispute as "UN INTERFERENCE", indicating it was a charge against the union; the notice of case filing issued in Case 12901-U-96-3113 listed the nature of dispute as "ER DISCRIMINATE", indicating it was a charge against the employer.

The complaints were considered by the Executive Director under WAC 391-45-110, and partial orders of dismissal were issued on April 7, 1997 in both cases.[1] An Examiner was assigned, the respondents were directed to file their answers.

Camacho later resolved her differences with King County, and withdrew those charges. That case was closed.

The union did not file a timely answer. A hearing was set, and a prehearing conference was conducted on August 13, 1997.[2]

A hearing was opened before the undersigned Examiner on January 15, 1998,[3] but both parties requested an *additional* continuance at that time.[4] Arguments were received from the complainant and union

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[1] The case numbers appear to have first been transposed in these orders. That error, which was carried forward in numerous subsequent documents, is corrected below.

[2] The union moved for a continuance and for leave to file a late answer. The Examiner then presiding continued the hearing, but deferred a ruling on the answer.

[3] Examiner Smith was substituted at the last minute, when the Examiner originally assigned became unavailable.

[4] Neither attorney had their principal witness available on January 15, 1998. Camacho was not present; the union officer involved, Larry Linville, was also unavailable.

about the late answer. The Examiner accepted the late answer, upon a finding that no prejudice to the complainant was shown. The hearing was then resumed and completed in March of 1998.

FACTUAL BACKGROUND

Camacho was employed by King County within a bargaining unit represented by the union, and she served as a shop steward for the union. The record reveals that Camacho filed numerous grievances against the employer, and that she also challenged the union leadership on numerous occasions.

Camacho was suspended following an investigatory meeting held on November 4, 1996, and she was later discharged. In Camacho's complaint against the employer, certain allegations were found sufficient to warrant further proceedings under Chapter 391-45 WAC:

> [I]t is alleged that the employer's suspension and discharge of Camacho were in reprisal for her union activities protected by RCW 41.56.040. Filing of grievances would have been an activity protected by the statute. Even with some lingering ambiguity as to the date on which the suspension was converted into a discharge, this allegation states a cause of action for further proceedings. ..."

King County, Decision 5889, 5890 (PECB, 1997).

Allegations that the suspension and/or discharge violated the collective bargaining agreement were dismissed, citing City of Walla Walla, Decision 104 (PECB, 1976). With the withdrawal of the charges against the employer, however, not even the claim of retaliatory action by King County is before the Examiner.

In Camacho's complaint naming the union as respondent, certain alleged facts were found sufficient to warrant further proceedings under Chapter 391-45 WAC:

> [I]t is alleged that the union aided the employer in its discrimination against Camacho, in retaliation for Camacho's activism as a shop steward and her criticism of the union leadership. The Commission polices its certifications, and a union places in jeopardy its right to enjoy the benefit of statutory status as exclusive bargaining representative, if it aligns itself in interest against an employee it is supposed to represent, based on unlawful considerations. Discrimination on invidious grounds such as sex, race, creed, etc. would be a basis for Commission jurisdiction. Discrimination on the basis of union membership status or engaging in activity protected by Chapter 41.56 RCW would also be a basis for the Commission to assert jurisdiction. Elma School District (Elma Teachers' Organization), Decision 1349 (EDUC, 1982). An unfair labor practice could also be found if a union acts in collusion with an employer to interfere with the rights of a bargaining unit member.

The record before the Examiner is confined to those allegations against the union. Allegations that the union breached its duty of fair representation regarding the grievance process were dismissed.

The story is best told by reference to 16 of the 20 exhibits before the Examiner, all being correspondence between the parties.

1. On July 18, 1996, Camacho directed ATU Local 587, through their attorney Steve Frank, to withdraw or dismiss an unfair labor practice claim she then had pending before the Commission.[5] Camacho stated on the record in the instant proceeding that she signed the hand-written letter of her own volition.

2. Two days after Camacho's employment was terminated, Larry Linville, who was then president and business representative of Local 587, wrote a letter to the employer's manager of

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[5] The Commission's docket records reflect that this case was opened in March of 1996.

transit human resources. The November 7, 1996 letter requested a compilation of certain documents (e.g., Camacho's personnel file, reports from supervisors, witness reports, meeting notes, etc.). Linville also wrote:

> I will be taking this investigation very seriously. If Mr. Branham fails to produce the notes that he took during his interviews with Lorraine Camacho or anyone at Metro refuses to provide me with the names of those individuals who were requested or I discover that in any way Metro has failed to comply with this request for information, I will consider it yet another example of retaliation against Lorraine Camacho for exercising her rights as a union worker..."

Exhibit 8.

3. On December 2, 1996, an employer official sent a letter to Linville, responding to Linville's voicemail message asserting that Camacho had won her grievance by "forfeit", because the employer had failed to respond within 20 days. The employer official disagreed, and stated that he would go ahead with a termination hearing scheduled for December 3, 1996.

4. On December 3, 1996, Linville drafted a letter to Ruth Hertz of the Customer Services Division, restating his claim that the employer had violated Article V, Section 1B of the parties' contract, and refusing to accept the employer's belated request for an extension.

5. Also on December 3, 1996, Attorney Jon Howard Rosen wrote a letter to the employer in which he reviewed the circumstances of Camacho's grievance. He noted that Camacho's previous unfair labor practice complaint was based upon the employer's refusal to grant her a promotion, and that the employer made references to her prior pro-union assertiveness in a letter regarding the termination of her employment. Rosen's letter continued:

> [I]t is incumbent upon METRO to immediately reinstate Ms. Camacho with back pay and otherwise provide her with the remedies she has sought in her grievance. I understand that METRO may wish to negotiate an agreement wherein Ms. Camacho resigns and release it from liability in return for some monetary amount. Before she does that I believe she should be counseled as to the substantial rights she would be releasing ... Additionally, many tort claims can be brought against METRO and Ms. Camacho's supervisors for the wrongful and retaliatory actions that were taken against her ...
>
> Also, there have been appellate court decisions holding that PERC does not have exclusive jurisdiction over unfair labor practice charges and retaliation claims so that actions can be brought directly in Superior Court. ...

Exhibit 10.

6. On December 13, 1996, Linville sent the employer a letter meant to outline a settlement favorable to Camacho. Linville set out Camacho's "requested" settlement, including $3092 in back pay as of December 13; accrued vacation leave time and one years' wages measured at $13.33 per hour x 2080 hours. Linville also stated that the union would be filing an unfair labor complaint concerning Camacho's discharge.[6] A notation indicated that a copy of that letter was sent to Camacho.

7. Camacho responded to Linville on December 14, 1996, writing that the union had omitted a request for accrued sick leave, continuing unemployment compensation and "proof that METRO paid back unemployment, previously paid to me, as a credit to my benefit record." Camacho also directed Linville to insist that she be placed on "administrative leave". No indication of copies to other persons is found on that letter.

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[6] This case was indeed filed, and became PERC Case # 12901-U-96-3113, naming King County as the respondent. That complaint was withdrawn pursuant to a request by Camacho's private attorney.

8. Camacho wrote to Linville again on December 17, 1996, demanding to know why the employer had not placed her on "administrative leave", and why she had not been granted back pay to November 6. Camacho continued:

> The remedy I sought for this grievance was: reinstatement with full back pay; no loss of accruals or benefits; removal of this discipline from all records; and in all other ways to be made whole ... Dan I expect the UNION to force METRO to abide by the current contract language. METRO is dragging this out on purpose ... I expect the UNION to have METRO cut me a check for all the back pay owed me by 12/20/96 ... We can continue to negotiate a settlement with Metro but not on their terms. The UNION must ensure that METRO abides by our current contract language. ...

Exhibit 6.

Camacho indicated that copies of this letter were sent to Glen Travis, Ken McCormick, George Williams and Paul Griffin, all of whom are understood to be members of the local union's executive board.

9. On December 18, Attorney M. L. Daniel wrote to Linville, stating that she had been retained to represent Camacho with regard to the grievance. Daniel wrote, "Please direct all further communication pertaining to Ms. Camacho to me." A copy was sent to Camacho. On the same date, Daniel transmitted a letter to the employer's representative, stating that, "all further communication" regarding the matter was to be directed to her. Daniel indicated she would contact the employer to meet to resolve the "employment matter".

10. On December 20, 1996, Linville responded to Camacho, stating:

> I am removing myself and Local 587 from any attempt to negotiate a settlement of your discharge from Metro. I will no longer dis-

> cuss settlement with any Metro representative
> ...
> Exhibit 14.

Linville went on to say that he disagreed with making a demand for immediate back pay, because it made no sense while trying to work out a settlement. Linville stated that the labor agreement allowed members to have their own attorneys or representatives work out settlements over such disputes.

11. Also on December 20, 1996, Linville stated in a letter to the employer that Local 587 would no longer be negotiating with METRO for Camacho's reinstatement. He stated, however, that the employer should immediately reinstate Camacho to her former position and provide her with back pay, because the employer had forfeited the grievance. Exhibit 15.

12. On January 2, 1997, Attorney Rosen wrote to Attorney Daniel, acknowledging receipt of a copy of the unfair labor practice complaint which had been drafted by Daniel and filed to initiate this proceeding. Rosen asked Daniel for a conversation on the matter.[7]

13. On January 6, 1997, Attorney Rosen wrote to Deputy Prosecuting Attorney Diane Taylor, advising that the union concurred in allowing Camacho to discuss the discharge through Daniel. He cautioned that "the union expects ... any agreement ... between the County and Ms. Camacho will be consistent with the Collective Bargaining Agreement". The letter indicates that copies were sent to Linville and Daniel.

14. On January 7, 1997, Daniel responded by letter to Rosen. She wondered how the union could be ready, willing, and able to

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[7] Such a conversation apparently occurred, although it is not fully detailed in this record.

assist Camacho, since Linville's December 20 letter had said the union was "out of it." Daniel repeated, however, that union assistance would be welcomed.

15. Rosen responded to Daniel on the same day, writing that the union was available to represent Camacho's interests, but that Linville had concluded that Camacho was dissatisfied with his efforts. Daniel was invited to contact Rosen if there was more that the union might do. A copy of this letter was received at the union's local office.

16. On January 16, 1997, the employer sent a memo directing Camacho to return to work effective January 21, 1997. He cited a failure to reach a satisfactory settlement agreement.

POSITIONS OF THE PARTIES

Camacho contends the union aligned itself in interest against her when, after filing a grievance which was forfeited by the employer, the union made little effort for her immediate reinstatement. She contends the union's inaction was in retaliation for her outspoken manner in filing over 50 grievances as a shop steward.

The union argues that it did all it could do, and more than it was expected to do, to resolve Camacho's grievance. The union contends it fulfilled its duty of fair representation within the meaning of RCW 41.56.150, and it points to several instances where the union sought remedies similar to those Camacho eventually attained.

DISCUSSION

The issue in this case is whether the exclusive bargaining representative handled the termination of Camacho's employment in

a way which discriminated against her exercise of her collective bargaining rights under RCW 41.56.140. I find there was no discrimination under RCW 41.56.150.

The inquiry is limited to the union's handling of the grievance and its possible settlement.[8] As a general matter, the Commission exercises limited jurisdiction or authority over cases which allege "duty of fair representation" violations against labor organizations. Compare: METRO, Decision 1695 (PECB 1983) and Elma School District, Decision 1349 (EDUC, 1982) with Mukilteo School District (Public School Employees of Washington), Decision 1381 (PECB, 1982). There must be a showing that the union aligned itself in interest against a represented employee on some unlawful basis, not merely that it had a disagreement with the employee about the merits or processing of a contractual grievance.

Among the critical duties of unions is to represent bargaining unit employees when it detects or believes that an employer has violated a collective bargaining agreement. See, Vaca v. Sipes, 386 U.S. 171, 17 L. Ed. 2d 842, 87 S.Ct. 903 (1967), cited with approval in Allen v. Seattle Police Guild, 100 Wn.2d 361 (1983). That line of precedent developed in the courts, which can assert jurisdiction to resolve "violation of contract" claims against the employer made by or on behalf of an employee who is a third-party beneficiary to the contract. The Public Employment Relations Commission stands in the shoes of the National Labor Relations Board, however, and has long held that it does not have jurisdiction to remedy contract

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[8] The employer was prohibited from discriminating against Camacho based upon her past grievances or her complaint concerning a failure to promote her to a higher position. See, Valley General Hospital, Decision 1195-A (PECB, 1981). But any claims Camacho might have had against the employer were withdrawn in a separate case and, indeed, the employer's lack of action regarding her grievance resulted in its forfeiture over her contract claims.

violations through the unfair labor practice provisions of the statute. City of Walla Walla, Decision 104 (PECB, 1976).

Over the years, the Commission has reiterated its stand on this subject, as in City of Seattle, Decision 1988 (PECB, 1984), where an employee charged that the union refused to process a legitimate grievance. The Commission ruled that the "duty of fair representation" that is subject to administrative enforcement does not compel a union to file a grievance, and that the Commission lacks jurisdiction over the enforcement of the underlying agreement. City of Seattle, Decision 2987 (PECB, 1988). Further, an exclusive bargaining representative has the right to distinguish between processing contractual grievances and offering up legal representation to bargaining unit members seeking redress under state statutes outside of the collective bargaining process. Pateros S.D., Decision 3744 (EDUC 1991); METRO, Decision 3151 (PECB, 1989). A union may also elect to negotiate a solution with the employer within the confines of the collective bargaining process, rather than engage in the time-consuming and expensive arbitration process. Tacoma School District (Tacoma Education Association, Decision 5465-C (EDUC, 1997).

Was the union's handling of Camacho's grievance faulty? An individual employee is likely to have a high interest in violations of the "just cause" standard for discipline or discharge. A union can rarely provide all things desired by all of the employees it represents, and absolute equality of treatment is not the standard for measuring a union's compliance with the duty of fair representation. The Supreme Court of the United States described the wide range of discretion allowed to unions, as follows:

> Inevitably differences arise in the manner and degree to which the terms of any negotiated agreement affect individual employees and classes of employees. The mere existence of such differences does not make them invalid. The complete satisfaction of all who are

> represented is hardly to be expected. A wide range of reasonableness must be allowed a statutory bargaining representative in serving the unit it represents, subject always to complete good faith and honesty of purpose in the exercise of its discretion.

Ford Motor Co. v. Huffman, 345 U.S. 330 (1953), at 338. See, also, Pe Ell School District, Decision 3801-A (PECB, 1992).

A union has a right to take positions that do not jeopardize collective bargaining considerations common to the remainder of the bargaining unit.

The complainant limits her protest to the fact that the union wanted to *settle* the grievance on terms favorable to her, but not encompassing everything she asked for. The union never refused to represent her. The union filed a grievance solely on her behalf. Camacho admitted, at page 186 of the transcript, that Larry Linville and the union did ***not*** discriminate against her for her union activities up to the point of November 7, 1996.

The complainant also testified that she was entirely satisfied with the letter written by the union's attorney on December 3, 1996, and that she was fully cognizant as of that date that the settlement being discussed involved her resignation in return for a sum of money. TR. 185-193. It would be inappropriate, therefore, for the Examiner to base *any finding of fact* on what transpired between the union and its member Camacho prior to that date. The filing of a grievance, the offer to settle, and the ominous letter from the attorney all are common and acceptable tactics and duties of a bargaining representative exercising its duty of care and duty of fair representation towards a member of the bargaining unit under the labor agreement. At least prior to December 3, 1996, there were absolutely no violations of RCW 41.56.150.

What course of action did the union take after December 3, 1996? Camacho testified that Linville was unavailable to her prior to December 13, but she acknowledged that he was apparently working on a settlement of her case. The complainant's brief acknowledges that she was informed, by Linville on December 3, that the employer did not want her back to work, and that the employer would be willing to settle her grievance and her job issues all at once. Brief at page 6. Oddly, Camacho does not give Linville credit for this revelation in her testimony (TR. 189-190). The Examiner concludes that the union knew that the manager did not want Camacho back to work, and that a settlement would be the best course of action. The Examiner concludes that the union thereafter made its best efforts to facilitate a monetary settlement and severance from King County, even though their own attorney cautioned them about this course of action.

Some statements in the complainant's brief are inaccurate or confusing. Camacho is quoted as telling Linville, three days after her termination, that she had been told that an unfair labor practice must be filed immediately. This is not correct, of course, since RCW 41.56.160 allows a complainant six months in which to file an unfair labor practice complaint. Camacho is also quoted as saying that "an unfair labor practice was never filed", where it is clear that Camacho's private attorney filed a complaint with this agency on December 22, 1996, over Camacho's signature. Despite a preliminary ruling allowing her client to pursue the claim of employer discrimination, Camacho and/or her attorney decided to drop the unfair labor practice claim against the employer. The significance of that action for purposes of our ruling here is that it is impossible to make a "collusion" finding against the union without the employer in the case. The case against the employer has disappeared, and there is no proof in the record of collusion between the employer and union to rid them-

selves of a problem employee (Camacho). Shoreline School District, Decision 5560-A (PECB, 1996).[9]

Camacho steadfastly argues that the union failed to request her immediate reinstatement. In fact, however, she was not even arguably entitled to reinstatement until the December 3 default by the employer under the grievance procedure. It was that same day when the union learned the employer didn't want Camacho to return to work. The union could cite no provision of the contract requiring her immediate reinstatement or administrative leave, even following a forfeiture during the grievance procedure. Given these facts, the complainant's insistence on immediate reinstatement was unrealistic, and the union's strategy to focus on a settlement, rather than reinstatement, was reasonable under the circumstances.

Camacho's December 17 letter asserted that the employer was "dragging this out on purpose", and she questioned Linville's advice that the employer wanted the dispute settled by the end of the year, while simultaneously insisting that the employer put her on administrative leave. Linville's December 20 letter reiterated Camacho's demand for reinstatement with full back pay by the next payday, citing the forfeiture language in the contract. The Examiner concludes that this letter, which was issued two days after Camacho had in effect "fired" her union, was MORE than the union would be expected to do under its duty of fair representation and Chapter 41.56 RCW. The proviso to RCW 41.56.080 explicitly authorizes public employees to present their grievances to their

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[9] The Examiner relies as well on the efforts of union attorney Rosen, whose letter to Linville (Exhibit 10) proposes the filing of an unfair labor practice against the employer, either with the Commission or in a superior court having concurrent jurisdiction. Though the attorney did not send a copy of that letter to Camacho, no stretch of the imagination can interpret the letter as faint-hearted or indicative of "collusion" with the management. The union had six months in which to file an unfair labor practice complaint, and its attorney was responding quickly, in labor relations terms.

employers and to have those grievances adjusted without intervention from the union. The union in this case was totally disabled from negotiating a settlement for Camacho, after she took the option of hiring outside counsel.

The complainant also forgets that the union DID insist, on December 20, upon her reinstatement pending resolution of the grievance and a full settlement. That the employer did not accede to this request may have been a function of confusion as to who was speaking for Camacho. Even with what is supposed to be a full evidentiary record before him, the Examiner cannot clarify this confusion.

It is disingenuous to argue that Camacho had no other option than to resign her position. The employer requested that Camacho come back to work on January 16, 1997, after Camacho's private attorney rejected a settlement offer. At that point, she would have been entitled to backpay for two months, which is not much by labor relations standards. Nevertheless, she argues:

> Without the Union [sic] tacit and implicit assistance, METRO could not have kept Ms. Camacho out of the workplace. The Union did not file any additional grievances against METRO during the nearly 4 months that Ms. Camacho languished.

Brief at 11.

If Camacho languished, it was because of her request at the end of the first of these four months, that her grievance and termination matter be handled by her private attorney. The union acceded to her request on December 18, 1996, which was only 42 days after her employment was terminated. She reached a settlement with the employer on February 5, 1997, which was another 49 days (for a total of only 91 days, or three months) after the termination. The Examiner declines the invitation to rewrite the story here.

It cannot be said that the union's actions resulted in Camacho receiving less of a settlement than she would otherwise have been entitled. Portions of the February settlement agreement are set out below:

> 1. King County agrees to pay the sum of $27,833 ... to Lorraine Camacho. A check for partial payment in the amount of $20,000 ... shall be issued within five working days ....
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> 2. King County agrees to pay $2602.00 ... to enable her to pay COBRA benefits for medical, dental, and vision coverage....
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> 3. King County agrees to pay Camacho $1,195.96 ... for accumulated vacation and AC time....
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> 4. King County agrees to pay $2,000 ... to M.L. Daniel, attorney for fees incurred while representing Camacho.
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> ...
>
> 7. Camacho voluntarily resigns her employment with the Sales and Customer Services Division, Department of Transportation, King County, effective immediately upon execution of this agreement...."

Exhibit 11.

By the agreement, Camacho also waived the right to request the union to file further grievances regarding her November suspension. Camacho may have proved that Linville and the union underestimated the amount the employer would be willing to pay for a settlement that included her resignation, but none of her rights under the collective bargaining statute were thereby prejudiced.

In the final analysis, no evidence proves that "disdain" for Camacho's activism convinced the union that it should collude with the employer to get rid of her.[10] Nor did any of the union's

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[10] The Examiner can agree with the Brief of Union at page 57 that, if the union had been interested in "colluding" with the employer, it merely could have waived the 20-day response provision in the

actions appear to be consistent with a strategy of "aligning itself in interest" with the transportation department to eliminate Camacho. Linville and management representatives did have private meetings/conversations about Camacho's grievance, but caucus and side-bar discussions are commonplace in labor-management relations. What was said between Linville and the management representatives is not directly part of this record, but the testimony is clear that a report about what was said was made to Camacho after each conversation. The idea of a settlement which included Camacho resigning her job as a customer account representative originated with the employer, and was entirely the employer's idea from her November 6, 1996 discharge to the February 5, 1997 settlement. From the employer's perspective, reinstatement was only an option if Camacho refused to settle the case; hence the offer of reinstatement on January 16, after Camacho's private attorney rejected a settlement proposal. Such facts would not support a "collusion" finding, even if the employer were still a party to the proceedings before the Examiner.

FINDINGS OF FACT

1. King County is a county of the State of Washington, and is a public employer under Chapter 41.56 RCW.

2. Amalgamated Transit Union, Local 587, a "bargaining representative" within the meaning of RCW 41.56.030(3), is the exclusive bargaining representative of employees in the public passenger transportation system operated by King County. Larry Linville was president of Local 587 during the period relevant to this case.

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contract, and allowed the employer to put on its best defense in the grievance. That it chose not to do that is a sign of duty, not negligence or bad faith.

3. Lorraine Camacho was employed by King County in its public passenger transportation system, and was in the bargaining unit represented by Local 587. Camacho served as a shop steward for Local 587, and filed a number of grievances while acting in that capacity. Camacho was highly critical of Linville and other leaders of Local 587.

4. Camacho was suspended and later terminated from her employment after incidents of November 4, 1996. Camacho immediately contacted the union, which rendered assistance beginning November 7. A grievance meeting was held December 3, 1996.

5. Because the employer failed to respond to the grievance in a timely fashion, it admitted culpability and a forfeiture of the grievance, which therefore was sustained December 3.

6. Camacho was left on unpaid, administrative leave, which was extended by the employer to December 13, 1996. The employer originated the possibility of a settlement which would include a cash payment to Camacho in exchange for her resignation.

7. On December 13, 1996, the union submitted a proposal to the employer which would allow Camacho to resign, but to receive full back pay and front pay of one years' wages. The letter also indicated the union would be filing unfair labor practice charges over this discipline.

8. Camacho expressed dissatisfaction to the union over their negotiations with the employer. On December 18, 1996, King County was notified that M.L. Daniel, an attorney retained by Camacho, had replaced the union as representative to resolve the Camacho grievance.

9. On December 20, 1996, Linville sent a letter in which it notified the employer that the union was withdrawing from

Camacho's representation, but stating that in the union's view she was entitled to immediate reinstatement and full back pay.

10. Camacho filed two unfair labor practice complaints on December 12, 1996, naming King County and Local 587 as respondents. While the docketing of two separate cases was consistent with Commission practice, an error occurred by which the case numbers were subsequently transposed in correspondence, pleadings and orders.

11. Camacho's attorney remained in contact with the union until February 5, 1997, when Camacho and King County entered into a settlement agreement by which Camacho resigned her employment with King County.

CONCLUSIONS OF LAW

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

2. The erroneous transposition of case numbers in King County, Decisions 5889 and 5990 (PECB, 1997), and the perpetuation of that error in subsequent correspondence and in King County Decision 5889-A (PECB, 1997), did not cause any actual prejudice to any of the parties, so that correction of that error is appropriate at this time.

3. By virtue of its efforts to file and prosecute a grievance on behalf of bargaining unit employee Lorraine Camacho, the union did not discriminate against a bargaining unit member or violate the provisions of RCW 41.56.150.

ORDER

1. All correspondence, pleadings and orders concerning the partial dismissal and eventual withdrawal of the unfair labor practice charges filed by Lorraine Camacho against King County are hereby corrected to list the case number for that proceeding as 12901-U-96-3113. That case has been, and remains, CLOSED.

2. All correspondence, pleadings and orders concerning the partial dismissal and further proceedings on the unfair labor practice charges filed by Lorraine Camacho against Amalgamated Transit Union, Local 587, are hereby corrected to list the case number as 12900-U-96-3112. The partial dismissal stands as issued, but that case otherwise remains OPEN.

3. The complaint charging unfair labor practices filed against Amalgamated Transit Union, Local 587, is hereby DISMISSED.

Issued at Olympia, Washington on the 22nd day of December, 1998.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

J. MARTIN SMITH, Examiner

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-45-350.