STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY, Employer.	
CLAUDE R. BROWN, Complainant, vs. AMALGAMATED TRANSIT UNION, LOCAL 587, Respondent.	CASE 128655-U-17 DECISION 12815 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

Claude R. Brown, appeared on his own behalf.

Jillian M. Cutler, Attorney at Law, Frank Freed Subit & Thomas, LLP, for the Amalgamated Transit Union, Local 587.

On January 3, 2017, Claude R. Brown (Brown) filed an unfair labor practice complaint with the Public Employment Relations Commission (Commission). Brown's complaint alleged that the Amalgamated Transit Union, Local 587 (union) discriminated against him in reprisal for filing an unfair labor practice complaint with the Commission. The Commission's unfair labor practice manager issued a preliminary ruling on February 1, 2017, stating that a cause of action existed. Examiner Daniel Comeau held a hearing on August 10, 2017. On October 9 and 10, 2017, the parties submitted post-hearing briefs to complete the record.[1]

ISSUE

The issue, as framed by the preliminary ruling, is whether the union discriminated against Brown in violation of RCW 41.56.150(3) [and if so, derivative interference in violation of RCW

[1] Following the close of the record, Brown moved to introduce additional evidence. The union did not object to the introduction of a December 3, 2015, string of e-mails between Brown and union attorney Christie Fix. This e-mail string was admitted and became complainant exhibit C-5.

41.56.150(1)] since December 7, 2016, by refusing to investigate and process a contractual grievance filed by Claude R. Brown on November 1, 2016, in reprisal for Brown filing unfair labor practice case 27185-U-15 with the Commission.

Brown failed to establish that filing his April 28, 2015, unfair labor practice complaint against the union caused or was a substantial motivating factor in Shea's evaluation of and decision to withdraw Brown's November 1, 2016, grievance against the employer. Therefore, Brown failed to establish that the union discriminated against him in violation of the statute.

BACKGROUND

Brown is an employee with King County Metro Transit (employer). He is a Rail Operator who has worked in the Light Rail section since its inception approximately nine years ago. Brown is represented by the union and the terms and conditions of his employment are governed by the collective bargaining agreement (Rail CBA) between the union and the employer.[2] On November 1, 2016, Brown filed a grievance with the employer that Michael Shea, on behalf of the union, determined to have insufficient merit to warrant further processing.

At the time of his decision, Shea was serving as the First Vice President of the union, having been elected to the office in June 2016.[3] As First Vice President, he was responsible for monitoring the status of union members' grievances from the second step of the grievance process forward. This responsibility included the discretion to determine whether a union member's grievance had merit or did not have merit, and he had the authority to decide whether or not to move a grievance on to later steps in the grievance process. Shea's responsibility did not include monitoring the status of, or otherwise handling, unfair labor practice complaints.

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2 The Rail CBA expired on October 31, 2016, but the employer and union agreed to extend the terms of the agreement while the parties bargained a successor Rail CBA.

3 In January 2017, Shea was appointed to the office of Union President, as a result of the passing of the then current President, Kenny McCormack. Shea's appointment to Union President occurred after his decision to deny Brown's grievance.

Prior to becoming First Vice President, Shea was actively involved in the union. He served as a union shop steward beginning in 1984 and served on the union executive board from 2006 to 2012. As an executive board member, Shea was one of the union negotiators for the initial Rail CBA, which was negotiated following the employer's addition of the rail service operation to its existing bus service operation.[4] He testified that the contract language governing the assignment of open work (the subject of Brown's grievance) had been carried over directly from the language in the Bus CBA. Shea's knowledge and experience with the language came from assisting union members as a shop steward and as an employee working for the employer.

Beginning in 1981, Shea worked as both a full-time operator and a report operator in bus service for about twelve years. Shea was then promoted to a first-line supervisor in the bus operations and spent approximately twenty years as a planner and dispatcher. As a planner and dispatcher, he was responsible for assigning open work to operators under the terms of the Bus CBA. Since the Rail CBA language had been carried over directly from the Bus CBA, his experience provided Shea with extensive knowledge of the language and the open work assignment process.

The Open Work Assignment Process

There are three types of Rail Operators under the Rail CBA. These three types of Rail Operators are Regular Operators, Extra Board Operators, and Report Operators. Each of these operators is defined by the nature of the work the operator selects at what is called a "shake-up." At the time of Brown's grievance, he was a Report Operator, which is an operator "who picks report assignments for his/her eight-hour guarantee." Each report operator has a 13-hour spread within which work can be assigned, and Brown's spread was between 15:30 (3:30 p.m.) and 4:30 a.m. Therefore, Brown had no regular assignment, but instead he served on standby during his 13-hour spread unless and until a piece of work was assigned to him.

The CBA divides the work of operating the rail service into three groups. A "run" is at least seven hours of work that can either be picked as a straight seven-hour assignment or pieced together as a combination of smaller pieces of work called "trippers." A tripper is "[a]ny portion of a run, or

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[4] Since the division of the two operations, bus service and rail service, there have been two separate CBA's governing the terms and conditions of the respective groups—namely the Bus CBA and the Rail CBA.

any other service work not meeting the definition of a run." Finally, "frags" are "assignments less than seven hours, including platform, report, travel time, and other duties as assigned" and "will be guaranteed eight hours of pay."

Frags are special pieces of work, because employees are guaranteed eight-hours of pay for work of less than seven hours. This eight-hour pay guarantee is what sets this piece of work apart from trippers, which are not guaranteed eight hours of pay. The employer uses the frag and its eight-hour guarantee to entice operators to pick the piece of work at the shake-up to ensure that an essential piece of work is accomplished (an operator may only have to work six hours while receiving eight hours of pay for the work).[5]

Each of these pieces of work is offered to operators for pick at the shake-up. If any of these pieces of work are not selected at pick, or if any of these pieces of work become open due to shortage of operators, then they still need to be assigned in order to keep the rail service in operation. To do so, the CBA provides a set of work assignment rules.

First, there is an Extra Board so that any unpicked runs or combinations can be assigned as open work to Extra Board operators who have selected an Extra Board assignment at pick. Any unpicked runs or combinations are divided into either night (Category B) or day (Category A) runs, with the cutoff being 8:00 p.m. (a day run ends prior to 8:00 p.m. and a night run ends later than 8:00 p.m.).[6] These runs are assigned by a computer programmed with the CBA work rules, and monitored by a planner, with Category B work being assigned first, followed by Category A.

Second, if any of these runs are still unassigned, then Article R18.5.J permits the runs or combinations "be broken up into trippers on the same day in order to allow [the employer] to fill all work." These trippers can then be assigned according to the Article R18.11 overtime provisions as overtime work. If these trippers are not assigned in accordance with the overtime

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5 Shea testified that a frag rarely, if at all, goes unpicked because of the eight-hour guarantee. He testified further that, in the event the frag is unpicked, it loses the eight-hour guarantee and becomes a tripper (a piece of work that does not meet the definition of a run because it is less than seven hours).

6 For ease of reference, Category B work is simply defined as work categorized under Article R18.9.E.1.b, and Category A work is defined as work categorized under Article R18.9.E.1.a.

assignment rules, then they are left to be assigned to a Report Operator "with the earliest first report time . . . within his/her 13-hour spread" under Article R18.10.I.

Third, a tripper can also be offered at the shake-up by the employer as an "overtime tripper" under Article R18.11.J. These overtime trippers may be selected by either Regular Operators or Extra Board Operators (not Report Operators). If these overtime trippers are not picked at the shake-up, then Article R18.11.J.2 provides that "any remaining trippers shall be assigned according to the work rules."

These work rules are designed to ensure rail operations are running in sequence. The CBA does not define "out-of-sequence" work, but provides a remedy for Extra Board operators who receive an assignment out of sequence and Rail Operators (Regular, Extra Board, or Report) who receive an overtime assignment out of sequence.[7] Shea testified that, so long as the assignment order is followed and the shifts are in chronological order, then the work is in sequence. Brown, on the other hand, believed that any work left unassigned after the Extra Board process is completed was, by definition, out of sequence. This difference in opinion forms the basis of Brown's disagreement with Shea regarding the interpretation of the agreement.

Brown's Duty 41 Assignment and Grievance for Out-of-Sequence Pay

Duty 41 was a four-hour piece of work that began at 16:30 (4:30 p.m.) and ended at 20:30 (8:30 p.m.). Since this piece of work did not meet the definition of a run, it was a tripper and the employer offered it as an overtime tripper at the shake-up. This overtime tripper was not picked at the shake-up and became open work that needed to be assigned according to the work rules.

There is no direct evidence in the record as to how, exactly, Duty 41 came to be assigned to Brown, nor is there any direct evidence of Brown's schedules for the days on which he worked Duty 41.[8] However, Brown claimed to have worked Duty 41 on October 6, 10, and 13, 2016. Brown made the claim for an additional one hour of straight time pay, which is reserved for Extra Board

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7 The CBA remedy for Extra Board Operators receiving an assignment out of sequence is to be paid an additional one hour of straight time pay, and this remedy is set forth in Article R18.9.E.10.

8 The only schedule introduced into the record by Brown is an undated schedule showing the Day Board, which was a list of Extra Board Operators and their shifts of Category A work.

Operators who work an assignment out of sequence. Specifically, Article R18.9.E.10 states "[a]ny Extra Board Rail Operator who receives an assignment out of sequence . . . shall receive one hour of straight time pay, except in cases of emergency."

After the employer refused to pay the additional one hour of pay to Brown, Brown filed a grievance on November 1, 2016. In his grievance form, Brown cited to several CBA provisions, but provided very little explanation as to how the employer violated those provisions. Prior to filing his grievance, however, Brown explained through an e-mail exchange with his supervisor that Duty 41 was Category B work. Indeed, Brown cited in his grievance form that Duty 41 fell under Article R18.9.E.1.b(3), which refers to "[c]ombos or other combinations of work which quit later than 8:00 p.m."

The employer denied Brown's grievance following a Step 1 grievance hearing. Shea received the employer's denial letter in the ordinary course of his grievance handling responsibilities. Based on Brown's grievance and the employer's denial letter, together with his reading of the CBA, he believed Brown's grievance did not have merit. First, Shea noticed that Brown was requesting a remedy that was reserved exclusively for Extra Board Operators, even though Brown was a Report Operator. Second, Shea knew that, as a Report Operator, Brown could receive the Duty 41 assignment if it was within Brown's 13-hour spread. Since Duty 41 began and ended within Brown's 13-hour spread, he determined the assignment was consistent with the CBA.

Shea disagreed with Brown's reliance on Article R18.9.E.1.b(3), because Duty 41 was not combined with any other piece of work. Since it was not combined with any other piece of work, it was not Category B work and would have skipped that assignment process altogether. He concluded that since Duty 41 was not selected at pick as an overtime tripper, it must have remained open through the Article R18.11 overtime assignment procedures and was assigned to Brown because it fit within his 13-hour spread.

Brown's Disagreement with the Union's Decision

Although the precise date of the conversation is unclear, Shea and Brown spoke on the phone regarding Shea's evaluation of Brown's grievance. Specifically, Shea explained that the Articles Brown cited in his grievance form did not "jibe altogether." Shea believed the grievance had no

merit and told Brown that the union would not be processing the grievance any further. Brown disagreed with Shea's decision.

According to Brown, Shea told him that he had not read the portion of the CBA to which Brown was referring and that he would look into that at a later date. Brown was concerned that this delay could prejudice his ability to obtain a remedy and any remedy to which he may be entitled to in the future. He told Shea that he disagreed with Shea's decision and that he had filed an unfair labor practice complaint against the union and would be filing another complaint against the union. Shea responded to Brown by telling Brown, "well that's your decision, and you may to [sic] so if you wish."

Following the phone call, Shea reviewed the grievance information one final time, but his review did not change his decision. On December 7, 2016, Shea notified Brown by letter that the union believed there was no merit to Brown's grievance and would not be taking the grievance forward. Also on December 7, 2016, Shea notified the employer that the union was withdrawing Brown's November 1, 2016, grievance. Following the union's withdrawal, the employer denied each of Brown's subsequent claims for out-of-sequence pay and cited to the union's decision as a basis for these denials.

Brown's Evidence Concerning the Union's Discrimination

On April 28, 2015, Brown filed an unfair labor practice complaint against the union with the Commission. In that complaint, Brown alleged the union failed to represent him by refusing to take his grievance farther than the third step in the grievance process. At the time, Brown alleged a violation because the union would not represent his interests in a grievance.[9]

This was the unfair labor practice complaint to which Brown was referring when he was speaking with Shea on the telephone. Shea testified that he did not know of Brown's previous unfair labor practice complaint before his conversation with Brown, and had no involvement with unfair labor practice complaints as the First Vice President from June 2016 until becoming President. Since

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[9] Brown specifically references "Mr. Safrin" in his complaint, but, outside of these references, no evidence was presented as to who Safrin was or who made the decisions on behalf of the union at the time.

Shea did not know of Brown's previous unfair labor practice complaint, Shea asserted that the complaint had no bearing on his decision to withdraw Brown's November 1, 2016, grievance.

At the hearing, Brown did not present any direct evidence of Shea's knowledge of Brown's unfair labor practice complaint. Brown testified that he had spoken with other union officers, such as former Union President Kenny McCormack, and he assumed that union officers communicated with one another. Outside of this assumption, Brown acknowledged he had no "concrete evidence" of Shea's knowledge of Brown's complaint. Furthermore, Brown acknowledged that he had very little, if any, interactions with Shea during Brown's tenure in rail service. Shea testified that, outside of saying hello occasionally, the two did not speak or otherwise interact and that Shea had nothing personally against Brown.

Following the close of the record, Brown moved for the introduction of a December 7, 2016, e-mail between Brown and Christie Fix, the attorney representing the union in the 2015 unfair labor practice complaint filed by Brown against the union. The union did not object to that particular e-mail, to the extent that other portions of the e-mail string were excluded from the record. The objectionable portions were excluded from the record and the December 3, 2015, e-mail was admitted as Claimant's Exhibit 5.

In that e-mail exchange, Brown and Fix communicated regarding the scope of Fix's representation and precisely who Fix's client was—namely the union. On December 3, 2015, Brown asked Fix whether the newly-elected union officers had been advised of Brown's unfair labor practice complaint. Later that day, Fix responded to Brown in the affirmative, and explained that "the current administration is aware of this ULP charge." This e-mail exchange between Brown and Fix pre-dated Shea's election to First Vice President by approximately seven months.

ANALYSIS

Applicable Legal Standards

It is an unfair labor practice for a bargaining representative "to discriminate against a public employee who has filed an unfair labor practice charge." RCW 41.56.150(3). The reason behind such a provision is that an employee or union member should not be punished for bringing to light

unlawful acts of his or her exclusive bargaining representative no matter how much harm such a complaint causes the organization. *King County (Washington State Nurses Association)*, Decision 10172-C (PECB, 2011). Any employee may file with the Commission "a complaint charging that a person has engaged in or is engaging in an unfair labor practice." WAC 391-45-010.

In discrimination cases, the Commission has consistently utilized the three-pronged burden shifting scheme endorsed by the Washington Supreme Court in *Wilmot v. Kaiser Aluminum*, 118 Wn.2d 46 (1991) and *Allison v. Seattle Housing Authority*, 118 Wn.2d 79 (1991). *Educational Service District 114*, Decision 4361-A (PECB, 1994). This burden shifting scheme has been applied by the Commission in cases where discrimination has been alleged against an exclusive bargaining representative. *Clark Public Transportation Benefit Area (Amalgamated Transit Union, Local 757)*, Decision 7087-B (PECB, 2002). When discrimination is claimed, the complainant must first establish a prima facie case of discrimination, which, to do so, the complainant must show:

1. The exercise of a statutorily protected right;
2. The employee was deprived of some ascertainable right; and
3. That there was a causal connection between the exercise of the legal right and the discriminatory action.

Educational Service District 114, Decision 4361-A; *C-Tran (Amalgamated Transit Union, Local 757)*, Decision 7087-B. Once the complainant establishes his or her prima facie case, the respondent has the opportunity to articulate legitimate, non-retaliatory reasons for its actions. *Educational Service District 114*, Decision 4361-A. The respondent must produce relevant and admissible evidence of another motivation, but need not do so by a preponderance of the evidence necessary to sustain the burden of persuasion. *Id.* Finally, the employee may respond to a respondent's defense by either:

1. Showing that the respondent's reason(s) are pretextual; or
2. Showing that, although some or all of the respondent's stated reasons are legitimate, the respondent's pursuit of protected rights was nevertheless a substantial factor motivating the respondent to act in a discriminatory manner.

Id.; *C-Tran (Amalgamated Transit Union, Local 757)*, Decision 7087-B.

Circumstantial evidence can be used to prove the prima facie element of causation, because those who are discriminating "are not in the habit of announcing retaliatory motives." *Educational Service District 114*, Decision 4361-A. In previous cases where the Commission has found a causal connection, there has generally been evidence of animus toward the protected activity or protected right. *See Reardan-Edwall School District*, Decision 6205-A (PECB, 1998), *citing Mansfield School District*, Decision 5238-A (EDUC, 1996) (superintendent told union activist that he saw her as the union and he would break her in order to break the union), *City of Winlock*, Decision 4784-A (PECB, 1995) (anti-union animus inferred when employer vigorously opposed representation petition and told union adherent "you're making [the mayor] crazy with this union thing" and the employer complained of "union problems"), *Educational Service District 114*, Decision 4361-A (employer commented to a union activist that she had become a "rebel," and the employer warned an employee that there would be adverse employment consequences if he persisted in union activity). Knowledge of the protected activity, standing alone, is insufficient to find a causal connection. *Reardan-Edwall School District*, Decision 6205-A.

A union, with reason, may decline to pursue a grievance at any stage of the grievance procedure. *City of Seattle (Seattle Police Officers' Guild)*, Decision 11291-A (PECB, 2012). If a bargaining unit employee raises an issue or concerns with a union, the union has an obligation to fairly investigate such concerns to determine whether the union believes that the parties' collective bargaining agreement has been violated. *Id.*, *citing State – Labor and Industries*, Decision 8261 (PSRA, 2003). If the union determines the concerns lack merit, the union has no obligation to file or further process a grievance. *City of Seattle (Seattle Police Officers' Guild)*, Decision 11291-A.

Application of Standards

Brown's Prima Facie Case

Brown satisfied the first two elements of his prima facie case. First, he engaged in protected activity when he filed his unfair labor practice complaint with the Commission on April 28, 2015. Second, was deprived of an opportunity for a contractual grievance remedy and any further

grievance remedies regarding out-of-sequence pay as a result of the union's decision to withdraw his grievance on December 7, 2016.

However, Brown failed to establish that filing his complaint caused, or was a substantial motivating factor, in Shea's decision to withdraw Brown's grievance. Brown has the ultimate burden of persuasion in this matter, and he did not provide sufficient evidence to prove Shea had knowledge of Brown's complaint, let alone sufficient evidence that Shea held any animus toward Brown for having filed the complaint. Shea credibly testified that he did not know about Brown's complaint, and Brown failed to effectively rebut this claim. If Shea was unaware of Brown's previous complaint, then it could not have been a factor in Shea's decision to withdraw Brown's grievance.

Brown acknowledged on the record that he had no "concrete evidence" that Shea knew about Brown's previous unfair labor practice complaint. He assumed that former union officers, with whom Brown had conversations (McCormack), would have also talked to or discussed with Shea the subject of Brown's previous complaint. Indeed, Brown's entire theory of the case is that Shea must have known of and used Brown's complaint against him, because there is no other credible reason for Shea to have denied processing the grievance.

The December 3, 2015, e-mail exchange between Brown and Fix is not persuasive to establish that Shea knew of Brown's unfair labor practice complaint. The union officers to which Fix was attributing knowledge of Brown's complaint were the officers in 2015. Shea was not a union officer at the time and would not be elected to First Vice President for another seven months. Assuming, however, that Shea did, in fact, know of Brown's unfair labor practice complaint, it would not be sufficient, standing alone, to prove that it was a cause or a substantial motivating factor for Shea's decision on Brown's grievance.

Brown produced no other evidence relating to the factors the Commission considers when finding unlawful discrimination. Prior to Shea's conversation with Brown concerning the grievance, the two had little, if any, interaction or conversations with each other, so there was no evidence of any threatening, coercive, or other disparaging statements from Shea to Brown or anyone else

concerning Brown's use of PERC's unfair labor practice complaint procedures. Furthermore, Shea indicated that he had nothing personally against Brown.

Brown also claimed that the assignments were consistently out of sequence, but Brown failed to produce any of the schedules for the dates on which he actually claimed he was entitled to additional pay.[10] Moreover, if the assignments were consistently out of sequence, then Brown could have introduced either his or other employees' claims for this pay to show that they were either paid by the employer or grieved and moved forward by the union. In other words, Brown failed to establish how he had been treated less favorably than any other similarly situated union members in regard to grievances for out of sequence pay.

Finally, the timing between the relevant events is too remote for the conclusion that Brown's complaint had any impact on Shea's decision to withdraw Brown's grievance. Brown filed his 2016 grievance nearly 18 months after he filed his unfair labor practice complaint against the union. Moreover, his complaint alleged violations against former union officers. During that time between these events, there was some turnover in union officers (Shea, at least) due to the 2016 election. Even if the former union officers held any animus toward Brown, that animus cannot be imputed to Shea, when Shea was neither involved nor invested in the decisions the former union officers made in regard to Brown.

Shea's reasons for withdrawing Brown's grievance were non-discriminatory and appear to be consistent with the language in the CBA. Brown, understandably, disagreed with and was frustrated by Shea's decision to withdraw Brown's grievance. It was also evident from Brown's testimony that he was frustrated that union officials, like Shea, used their knowledge and experience from bus service and applied it to situations in rail service. However, it is not uncommon for unions and members to differ in their perceptions of what is or is not a valid grievance. Unions, given their legal obligations to the membership as a whole, have discretion and latitude to decide which grievances to take forward and which grievances to withdraw. *See City of Seattle (Seattle Police Officers' Guild)*, Decision 11291-A. Therefore, Shea's evaluation and decision to eventually withdraw Brown's grievance is not in violation of the statute.

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[10] The only schedule introduced at the hearing was an undated Day Board schedule for a date and time on which Brown did not work.

CONCLUSION

Brown failed to establish that filing his April 28, 2015, unfair labor practice complaint against the union caused or was a substantial motivating factor in Shea's evaluation of and decision to withdraw Brown's November 1, 2016, grievance against the employer. Therefore, Brown failed to establish that the union discriminated against him in violation of the statute.

FINDINGS OF FACT

1. King County Metro Transit is a public employer within the meaning of RCW 41.56.030(12).

2. Claude R. Brown, a public employee within the meaning of RCW 41.56.030(11), was employed by King County Metro Transit as a Rail Operator.

3. The Amalgamated Transit Union, Local 587 (union), a bargaining representative within the meaning of RCW 41.56.030(2), is the exclusive bargaining representative of an appropriate bargaining unit of employees working in the Rail Section of the King County Metro Transit, which includes Brown's Rail Operator position.

4. King County Metro Transit and the union were parties to a collective bargaining agreement (CBA) that expired on October 31, 2016, and was extended to allow time to negotiate a successor agreement.

5. On April 28, 2015, Brown filed an unfair labor practice complaint alleging the union failed to represent him by refusing to take his grievance through the grievance process.

6. In June 2016, Michael Shea was elected to the office of First Vice President for the union.

7. Shea's duties included processing and evaluating grievances on behalf of the union to determine whether member grievances had merit, but his duties did not include handling unfair labor practices.

8. On November 1, 2016, Brown filed a grievance against the employer alleging that he had received an open work assignment out of sequence and was entitled to out-of-sequence pay.

9. At the time of his grievance, Brown was employed as a Report Operator.

10. Shea had extensive experience as a dispatcher and planner, which included assigning open work to bus operators.

11. Prior to his election as First Vice President, Shea served as a union Executive Board member from 2006 to 2012, during which time he negotiated the language in the CBA Brown alleged had been violated.

12. The language Brown alleged had been violated came directly from the CBA governing the bus operation, with which Shea had extensive experience and knowledge.

13. Shea evaluated Brown's grievance and determined it was without merit because Brown had been properly assigned the open work and Brown was requesting a remedy that applied to Extra Board Operators, not Report Operators.

14. On December 7, 2016, Shea withdrew the November 1, 2016, grievance.

15. At the time of his decision to withdraw the grievance, Shea was unaware of Brown's April 28, 2015, unfair labor practice complaint against the union.

CONCLUSIONS OF LAW

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

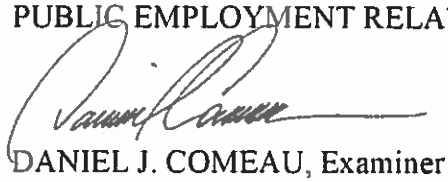
2. As described in Findings of Fact 5 through 15, Brown failed to sustain his burden of proof to establish that the Amalgamated Transit Union, Local 587 discriminated against him and violated RCW 41.56.150(3).

ORDER

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

ISSUED at Olympia, Washington, this 8th day of January, 2018.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



DANIEL J. COMEAU, 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.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

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RECORD OF SERVICE - ISSUED 01/08/2018

DECISION 12815 - PECB has been mailed by the Public Employment Relations Commission to the parties and their representatives listed below:

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CASE NUMBER: 128655-U-17

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