Seattle School District, Decision 9628 (PECB, 2007)

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 609,	)	
Complainant,	)	CASE 20309-U-06-5173
vs.	)	DECISION 9628 - PECB
SEATTLE SCHOOL DISTRICT,	)	FINDINGS OF FACT,
	)	CONCLUSIONS OF LAW,
Respondent.	)	AND ORDER

Schwerin Campbell Barnard, by *Kathleen Phair Barnard*, Attorney at Law, appeared for the union.

John M. Cerqui, Senior Assistant General Counsel, appeared for the employer.

International Union of Operating Engineers, Local 609 (union), filed an unfair labor practice complaint against the Seattle School District (employer) on March 31, 2006. It was amended on June 9, 2006, and August 23, 2006. A preliminary ruling issued on September 1, 2006, found that the union's complaint stated causes of action and called for further proceedings. The union is the exclusive representative of a bargaining unit of classified employees employed in the employer's Nutrition Services Department. Examiner Frederick J. Rosenberry held a hearing on November 29, 2006. The parties submitted post-hearing briefs.

ISSUES PRESENTED

1. Did the employer unlawfully discriminate against Kitchen Manager Debra Youderian by withdrawing lunchroom assistance?

2. Did the employer unlawfully interfere with Debra Youderian's collective bargaining rights by withdrawing lunchroom assistance?

3. Did the employer fail to bargain in good faith when it did not provide the union with a copy of a check issued to a vendor to pay for food catering service?

The Examiner finds that the employer did not unlawfully discriminate against Debra Youderian or interfere with her collective bargaining rights. The Examiner finds that the employer did not fail to bargain in good faith when it did not provide the union with a copy of a check issued to a vendor. The complaints are dismissed in their entirety.

ISSUE ONE - DISCRIMINATION

Legal Standards and Precedent

This issue concerns employer personnel actions that are alleged to have interfered with and discriminated against Youderian because of her claimed exercise of rights guaranteed by Chapter 41.56 RCW. That statute includes:

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

> RCW 41.56.140 UNFAIR LABOR PRACTICES ENUMERATED. It shall be an unfair labor practice for a public employer:

> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
>
> . . .
>
> (4) to refuse to engage in collective bargaining.

The Commission determines and remedies unfair labor practices under RCW 41.56.160. The burden of proof rests with the complaining party. WAC 391-45-270. Such proof must be established by a preponderance of the evidence. *Brinnon School District*, Decision 7210-A (PECB, 2001).

Standards for Discrimination Violation

Roberts Dictionary of Industrial Relations, BNA Books, Revised Edition (1971), defines "discrimination" as:

> The unequal or unfair application of policy to an individual or group. Thus the Taft-Hartley Act forbids discrimination in hire and tenure of employment because of membership or non-membership in a union. The federal and most state laws dealing with rights of employers and employees in collective bargaining proscribe certain acts as being discriminatory and in violation of public policy.

Citing standards enunciated by the Supreme Court of the State of Washington, in *Wilmot v. Kaiser Aluminum*, 118 Wn.2d 46 (1991); and *Allison v. Seattle Housing Authority*, 118 Wn.2d 79 (1991), the Commission requires a higher standard of proof to establish a discrimination violation than is required for an interference violation. *See Educational Service District 114*, Decision 4361-A (PECB, 1994), and numerous subsequent decisions. Discrimination only occurs where an employee has been granted or deprived of some ascertainable right, status, or benefit. Thus, a complainant must first make a prima facie case showing:

- Employee exercise of a right protected by the collective bargaining statute, or communicating an intent to do so;

- That the employee was discriminatorily deprived of some ascertainable right, benefit or status; and

- That there was a causal connection between the exercise of the legal right and the discriminatory action.

If the complainant fails to make a prima facie case, analysis ends at that point and the complaint must be dismissed. Where a complainant makes a prima facie case of discrimination, the respondent has the opportunity to articulate non-discriminatory reasons for its actions. It does not have the burden of proof to establish those matters. The burden remains on the complainant to prove, by a preponderance of the evidence, that the disputed employer action was in retaliation for the employee's exercise of statutory rights. That may be done by:

- Showing that the reasons given for the disputed action were pretextual; or

- Showing that the protected activity was nevertheless a substantial motivating factor behind the disputed action.

Essential to such a finding is a showing that the party accused of unlawful action was aware of the protected activity, and intended to discriminate against the employee. *City of Seattle*, Decision 3066 (PECB, 1989). Thus, the disputed personnel action must have been conscious and deliberate to find a violation. *Port of Tacoma*, Decision 4626-A (PECB, 1995).

Analysis of Unlawful Discrimination Allegation

Conversation Between Youderian, Andrews and Carlisle

During the evening of February 7, 2006, Madrona K-8 School hosted a student academic competition and recognition event that included a catered banquet dinner for students and their parents. Not as much food was consumed as had been anticipated. Rather than throwing the leftover food out, two school employees transferred the food from the caterer's serving pans to the school kitchen's serving pans and placed them in the kitchen walk-in refrigerator to preserve the food for consumption the next day.

When Youderian reported for work at 7:00 a.m. the next morning, she noticed the leftover food in the refrigerator. Youderian felt that the employer's protocol for use of the kitchen had been violated because food had been handled and stored in the kitchen without a Nutrition Services employee present. She also felt that whoever had been in the area had failed to adequately clean the kitchen.

Youderian recalls placing a telephone call shortly after she arrived at work to her supervisor, Billie Lynn Curtiss, to report her displeasure over the matter and inquire as to what she should do with the leftover food.[1] Curtiss was not available so Youderian reported the matter to Nutrition Service Supervisor Pattie Grier, who commented that she would relay the information to Curtiss.

According to Youderian, a short time after her conversation with Grier, she was approached by Principal Kaaren Andrews and Assistant Principal Henterson Carlisle. Youderian recalled that Andrews said

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[1] Nutrition Services employees are employed by, report to, and are supervised by the Nutrition Services Department, rather than on-site school management.

that she had received a message from the Nutrition Services Department that there was a kitchen problem. Andrews commented that there had been a student event the preceding evening and leftover food was put in the refrigerator. Andrews asked why Youderian reported the matter to Nutrition Services rather than bringing her concern directly to Andrews's attention. Andrews further commented that she has been supportive of Youderian, but that such support did not have to continue. Youderian further recalled that Andrews said that serving assistance could be withdrawn, which would lead to complaints that food service is too slow.

Youderian inferred that Andrews's comment could lead to adverse employment consequences. Youderian further testified that Andrews concluded the conversation by commenting that if she wanted to get along at Madrona, she would never call her Nutrition Services supervisor again. Youderian felt that Andrews displayed a hostile attitude and that her demeanor was demonstrative of an intent to intimidate her.

Andrews's and Carlisle's recollection of that conversation are quite different. Andrews recalls that a school secretary told her that the Nutrition Services Department was attempting to contact her, sounding urgent, that there was a problem in the kitchen. Without contacting the Nutrition Services Department, she went to the kitchen at about 9 a.m. to find out what the problem was, and that she found Youderian upset as a result of the use of the kitchen the previous evening. According to Andrews, she recalls commenting to Youderian that she prefers to operate as a team and that problems should be resolved by talking to each other; but she denies making any comments about being non-supportive, reducing lunchroom help, raising the potential for complaints that Youderian

is too slow, or threatening that if Youderian wants to get along at Madrona, to never call her supervisor again.

According to Carlisle, Andrews explained to Youderian why the kitchen had been used the previous evening and commented that she would have preferred that Youderian raise her concerns with Andrews, rather than going directly to the Nutrition Services supervisor. Carlisle does not recall Andrews raising the potential for complaints that Youderian is too slow, or threatening that if Youderian wants to get along at Madrona, to never call the Nutrition Services supervisor again. Andrews and Carlisle both pointed out that Youderian emphasized that the principal and assistant principals at Madrona are not her supervisors and that she does not report to them.

Union Official Interposes Himself

According to David Westberg, a union official, he interposed himself in the matter as a result of a telephone call he received at about 10 or 10:30 a.m. on February 8, 2006, from Nutrition Services Supervisor Curtiss, who was at the school. He followed up on the matter by traveling to the school and initiating a discussion regarding the kitchen use matter with Youderian, Curtiss and Andrews. Westberg pointed out that kitchen use protocol calls for a Nutrition Services employee to be on duty whenever the facility is used. Andrews accepted that the incident did not comport with rules regarding kitchen use and immediately agreed to pay Youderian for the lost work opportunity. No grievance was filed.

Westberg's intervention marks the start of the exercise of collective bargaining rights because regardless of who may have said what during the conversation between Youderian, Andrews, and Carlisle, the record establishes that it took place prior to

Youderian's or Andrews's knowledge that a union official would be made aware of and intervene in the matter. There is no evidence that Youderian personally reported the matter to the union, that she requested that the union be contacted. Moreover, there is no evidence that Youderian's report of the matter to Nutrition Services Supervisor Grier was in the context of submitting a grievance alleging a violation of a collective bargaining agreement or that she sought union intervention in any manner prior to her conversation with Andrews and Carlisle. As the employer aptly cites in its defense, it is not illegal for an employer to engage an employee in discussions about workplace problems, be they corrective or supportive. *City of Tacoma*, Decision 8031-A (PECB, 2004).

The Alleged Withdrawal of Work Assistance

The Nutrition Services Department employs two food service workers at Madrona school, Youderian and Alberta Battles. As kitchen manager, Youderian's duties include cashiering during the lunch period and Battles serves food to the students. According to Youderian, food service is performed by Battles and a volunteer. The volunteer may be school employee Carolyn Manning, an assistant principal, or a family support worker. Youderian also receives student help once or twice a week, one student at a time.

Student Help

The union maintains that on February 9, 2006, Manning told Youderian that Andrews told her that neither she nor students were to help in the lunchroom. Manning denies making such a comment. Notwithstanding, the union alleges that the employer withdrew student help from the lunchroom which had the effect of making Youderian's job more difficult, as a form of reprisal for exercising collective bargaining rights.

In responding to this element of the complaint, the employer explains how it uses student help, pointing out that the instructional staff has discretion to assign some sixth grade students who are enrolled in a teacher assistant segment of a vocational and responsibility class to help younger children in the lunchroom as a learning experience. For the 2005-06 school year, the teacher assistant segment, which provided a pool of potential lunchroom helpers, was offered during the second and fourth quarter, but not the first and third quarter.

The union's contention that there was a sudden discontinuance of any student help in the lunchroom is correct. However, the employer offers a reasonable explanation. It points out that the third quarter started on February 6, 2006, and that the teacher assistant program, which on occasion could include some student help in the lunchroom, was not offered to students or provided that quarter.

The evidence shows what appears to be, at most, random use of a few students in a manner that is consistent with the district's explanation. The foregoing sequence of events establishes that there is no link between what may or may not have been a hostile conversation, union intervention, and discontinuing food service help by students. Regardless of what may have been said in the February 8, 2006, conversation between Youderian and Andrews, or what was supposedly stated to Manning by Andrews, the evidence does not support a claim that student help was deliberately withdrawn from the lunchroom to make Youderian's job more difficult as a form of punishment. The reassignment of students occurred as a result of a scheduled change in instructional quarters. The Examiner does not find a causal connection between Youderian's telephone call to her supervisor, her conversation with Andrews, and the lack of

student food service help. The Examiner does not find the matter to be unlawful discrimination in violation of Chapter 41.56 RCW.

Carolyn Manning

The record reflects that prior to November 2005, Carolyn Manning worked in a part-time position classified as a "playground - lunchroom supervisor." In October 2005, she transferred to a full-time position classified as "peak-load only." She was told that it was a temporary position that would be discontinued in February of 2006. Manning's primary work duties were to provide general assistance in the school office.

Manning acknowledges that she frequently was in the lunchroom and occasionally helped serve. She further testified that she was never told to either help or stop helping in the lunchroom and never told anyone, including Youderian, otherwise. Manning further points out that she went on a leave of absence at the conclusion of the three-month period of time allocated for the temporary position. Employment records reflect that Manning worked on February 9, 10, 13, 14, and 15, 2006, prior to going on a leave of absence.

Conclusion

The record does not support the union's claim that the employer discontinued lunchroom food service assistance by Carolyn Manning, as was allegedly threatened by Andrews. Manning's testimony does not support the allegation. Rather, Manning's testimony, supplemented by employment records, fairly reflects that Manning's work in the lunchroom was performed on her own initiative and desire to help children, which she voluntarily integrated into her work day. Manning further testified that she occasionally helped students in the lunchroom on her own time, uncompensated. In support of this, the record fairly reflects that her presence in the lunchroom on

February 8, 2006, was unscheduled, voluntary and uncompensated, and that she left on scheduled leave six days later.

The Examiner does not find a definable work assignment pattern that clearly shows that Manning could be counted on or characterized as a regular lunchroom food service helper. Any food service help that she offered appears to have been random, sporadic, on her own initiative, and even on occasion, voluntary and uncompensated.

The Examiner does not find that the complainant has met its burden of proof in establishing that the employer deliberately prohibited Manning from helping in the lunchroom in an effort to punish Youderian. The record does not establish a causal connection between Youderian's telephone call to her supervisor, conversation with Andrews, and Manning's pattern of providing lunchroom food service help. The Examiner does not find unlawful discrimination in violation of Chapter 41.56 RCW.

ISSUE TWO - UNLAWFUL INTERFERENCE

Legal Standards and Precedent

An interference violation is established where the complaining party demonstrates by a preponderance of the evidence that employer conduct could reasonably be perceived by employees as a threat of reprisal or promise of benefit associated with their pursuit of lawful union activity. *Grant County Public Health District 1,* Decision 8378-A (PECB, 2004). The determination of "interference" allegations is not based on the actual reaction of the employee involved, but rather on whether a typical employee under similar circumstances reasonably could perceive the employer's actions as an attempt to discourage protected activity. It is not necessary to show anti-union animus or intent for an interference charge to

prevail. *Clallam County v. Public Employment Relations Commission*, 43 Wn. App. 589 (1986). A complainant must prove that he or she engaged in protected activity as a threshold to validation of a claim of unlawful interference.

Analysis of Issue Two - Interference

This part of the union's complaint is based on the conversation between Youderian and Andrews, and food service help by students and Carolyn Manning. Background is detailed in the foregoing discrimination section. The union maintains that Andrews carried through a threatened reduction of help for Youderian in serving meals to students.

Conclusion

It is well established that the conversation between Youderian and Andrews occurred close to two hours before the union first interposed itself into the matter. The union has not established to the Examiner's satisfaction that Youderian's report regarding a food storage problem to a Nutrition Services supervisor rises to or was linked to the exercise of collective bargaining rights. Lacking this component, the February 8, 2006, comments allegedly made by Andrews to Youderian cannot reasonably be viewed as an attempt to discourage protected union activity because it cannot be established that it had even occurred to Youderian to bring the matter to the attention of the union or that union intervention would be requested.

While events that took place subsequent to the union's intervention require scrutiny, the union has failed to establish by a preponderance of the evidence that Andrews told Manning, and that Manning told Youderian that per Andrews orders, neither Manning or students were to help serve in the lunchroom. While it is controverted as to who said what, the record establishes that there is no clearly

distinguishable pattern of predictable lunchroom help from either students or Manning. The employer has established to the Examiner's satisfaction, that the scheduling of the teacher assistant class was not offered in February or March 2007, therefore, there was no pool of potential students to help in the lunchroom. The employer and Manning have also established to the Examiner's satisfaction that Manning's job duties did not specifically call for her to providing lunchroom food service help. When the facts are laid out, they provide a reasonable explanation and rebuttal to the union's allegations, so that the employer's actions could not reasonably be perceived as an attempt to discourage protected activity.

ISSUE THREE - FAILURE TO PROVIDE INFORMATION

Legal Standards and Precedent

It is well settled that the mutual obligation to bargain collectively in good faith under Chapter 41.56 RCW includes a mutual duty to provide relevant information for the proper performance of the parties' collective bargaining responsibilities. This obligation includes a duty to provide information that is relevant to the processing of grievances. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). *City of Bellevue*, Decision 3085-A (PECB, 1989), *aff'd*, 119 Wn. 2d 373 (1992). The matter of providing information has come before the Commission many times. In *Pasco School District*, Decision 5384-A (PECB, 1996), the Commission held that:

- A union's bare assertion that it needs information to process a grievance does not automatically require an employer to provide the information in the requested manner.

- An employer is not obligated to comply with a union's request for information when its only justification is to fulfill its responsibilities as collective bargaining representative. There must be more than an abstract, or potential relevance.

- The burden is on the union to show the relevance and that it informed the employer of the basis for the request.

- The duty to provide information is linked to the circumstances of a particular case.

- Where circumstances surrounding the information request are reasonably calculated to put the employer on notice of a relevant purpose which the union has not specifically spelled out, an employer may be obligated to furnish requested information.

- The public records statute, under RCW 42.17 is entirely different than the bargaining obligation under 41.56. The commission does not administer that law.

A party to an information request has an obligation to explain any confusion or objection to the request and then bargain with the other party toward a mutually satisfactory resolution. *Port of Seattle*, Decision 7000-A (PECB, 2000).

A union has a fundamental obligation to evaluate the merits of grievances. As part of that obligation, it is routinely necessary to request information that supports disputed personnel action. Such information provides evidence in support of the prosecution or withdrawal of grievances, as appropriate. *Port of Seattle*, Decision 7000-A. The union must have a genuine need for the

requested information. *City of Bellevue*, 4324-A (PECB, 1994). The information must be requested for use in the collective bargaining context. Chapter 41.56 RCW does not require production of information for other reasons. *Highland School District*, Decision 2684 (PECB, 1987). A request for information is not enforceable under Chapter 41.56 RCW, if it is a fishing expedition that lacks specificity. *Pasco School District*, Decision 5384-A (PECB, 1996).

Analysis of Issue Three - Provide Information

Letter Requesting Information

According to Westberg, the union did not file a grievance on behalf of Youderian because the employer immediately resolved the kitchen use protocol violation. However, the union issued a letter to the employer dated February 14, 2006, requesting information regarding the student banquet held the evening of February 7, 2006. The union's letter opened with the statement that the reason for the request was an ". . . ongoing effort to fully administer the collective bargaining agreement and further ensure equitable treatment to all our members, . . ." The union specifically requested:

- Name of the event and group sponsoring it.
- The purpose of the event and the number of people in attendance.
- The cost of the event with copies of the invoice from and the check written to any and all contractors involved.
- The source of funds expended for the contractors.

- A copy of the building permit for the event or any other arrangements made for use of the building and equipment.

- A signed detailed statement from Ms. Kaaren Andrews relating what specific behavior on the part of Mr. David Westberg that was disruptive and/or disrespectful subsequent to the event.

- Documents relating to length of employment for Madrona Office Assistant Ms. Manning.

- Copies of Child Nutrition time sheets for lunchroom duties performed by Madrona Office Assistant, or any other office staff, to date beginning September 1, 2005.

By letter dated February 21, 2006, the employer notified the union that it estimated that it would take 30 days to assemble the information and that it would provide the documents that are not exempt from disclosure. The employer also offered to meet to discuss and negotiate an exchange of information.

By letter dated March 16, 2006, the employer provided requested information. It disclosed that the caterer charged $1,712.62 for the academic banquet and included a copy of the caterer's invoice. The employer reported that no check was written.

The union was skeptical that no check was written. It wanted to know how the vendor was paid and pursued the matter with an inquiry to the State Auditor's Office which subsequently responded that no law was violated. The union persisted and it subsequently obtained a copy of the check issued to the vendor.

According to Westberg, the reason he wanted a copy of the actual check used to pay for the banquet was to determine who signed it

and the funding source which is not reflected on the invoice. He explained that he felt that this information was important, stating:

> . . . because the audit and finance committee was kind of wondering why it costs more to educate kids in Seattle than other districts, and when you throw these kinds of events in school buildings and use the resources of central departments you put a drain on the central budget, and that's why its of interest to us.

The record contains no information regarding the audit and finance committee that Westberg refers to.

Conclusion

The Examiner sees no reasonable link between the union's request for a copy of the check to the vendor and the core issue of the kitchen use protocol being violated and a pay adjustment for Youderian. The employer's incorrect information that no check was issued certainly compromises and erodes a good faith relationship and places the employer's credibility into question. However, the union's reasons for wanting a copy of the check does not impose an obligation of the part of the employer to grant the request. The union has not shown how a copy of the check is relevant to the complained-of personnel action nor has the union shown how Westberg's explanation why he wanted a copy of the check is reasonably related to a specific collective bargaining issue. Moreover, the information contained in the subsequently located and produced cancelled check had already been provided in a different form. The check was not essential to the intelligent evaluation or resolution of the matter. The union was already privy to sufficient information necessary to adequately represent its specific interests. There cannot be a violation of a duty to provide information where the underlying request itself is not within the scope of complying with a good faith bargaining

obligation. The kitchen was not used by the vendor; school employees decided to use the refrigerator to store the leftover food. The vendor had absolutely nothing to do with matter. Westberg's desire for a copy of the check because of an interest in determining why it supposedly costs more to educate children in the Seattle School District is not linked to or made in the context of collective bargaining.

FINDINGS OF FACT

1. The Seattle School District is a public employer within the meaning of RCW 41.56.030(1).

2. International Union of Operating Engineers, Local 609, a bargaining representative within the meaning of RCW 41.56.030(3), is the exclusive representative of a bargaining unit of classified employees employed in the employer's Nutrition Services Department.

3. Debra Youderian was an employee of the employer's Nutrition Services Department, a lunchroom manager at Madrona School, and a member of the bargaining unit represented by the union at all relevant times. Kaaren Andrews was employed as school principal at Madrona School at all relevant times.

4. On February 8, 2006, shortly after 7 a.m. Youderian reported by telephone to Nutrition Services Supervisor Patti Greer that protocols regarding the use of the school kitchen had been violated the previous evening. Food was stored in the refrigerator without a Nutrition Services employee being present. Youderian requested instruction regarding what to do with the food.

5. At approximately 9 a.m. on February 8, 2006, Andrews spoke to Youderian to inquire about a message that Andrews received from the Nutrition Services Department that there was a problem. According to Youderian, Andrews's comments demonstrated a hostile attitude, that Andrews's demeanor was demonstrative of an intent to intimidate her, and that Andrews commented that she could reduce lunchroom staffing and that would cause a meal service slowdown. Youderian inferred from Andrews's comments that she was being threatened, and a slowdown could lead to adverse employment consequences effecting her.

6. Andrews acknowledges talking to Youderian about the matter, but denies that it was confrontational or that there were any threats. Rather, Andrews pointed out that she prefers to work as a team and that problems have been worked out by talking to each other. Andrews's testimony is corroborated by Assistant Principal Henterson Carlisle.

7. At about 10:30 a.m., union official David Westberg was notified by a Nutrition Services supervisor that there had been a violation of a kitchen use protocol. Westberg traveled to the school and interposed himself in the matter. After discussing the matter with Andrews, she agreed to pay Youderian for a lost work opportunity. According to Westberg it was not necessary to file a grievance.

8. According to Youderian, she frequently received serving help in the lunchroom from students, principals, and from school employee, Carolyn Manning. Youderian testified that on February 9, 2006, Manning told Youderian that Andrews told her that she and students could no longer help in the lunchroom.

Manning denies making such a comment to Youderian and denies that Andrews made such a comment to her.

9. According to Manning, she was never instructed to provide serving help in the lunchroom. She said she did it on occasion but it was voluntary on her part, even coming in on her day off to help children in the lunchroom.

10. Sixth grade students' class time completely overlaps a lunch period. The instructional staff has discretion to assign some sixth grade students who are in the teacher assistant class to help the younger children in the lunchroom as a learning experience. For the 2005-06 school year, the internship segment, which provided a pool of potential lunchroom helpers, was offered during the second and fourth quarter, but not the first and third quarter. The third quarter started on February 6, 2006. The teacher assistant segment of the "exploratory" class was not offered that quarter. Accordingly, learning experiences, including helping in the lunchroom, was not offered that quarter.

11. By letter dated February 14, 2006, the union requested considerable information from the employer regarding the February 7, 2006, academic contest banquet. The letter specifically requested a copy of the check that was used to pay the vendor. The stated reason for the request was to fully administer the parties' collective bargaining agreement and ensure equitable treatment for all of its members. Union official Westberg stated that a copy of the check was needed to help determine why it costs more to educate children in the Seattle School District than other districts.

12. By letter dated March 16, 2006, the employer provided data in response to the union's information request, including a report that no check was issued. The union subsequently learned that a check was issued and obtained a copy of it.

CONCLUSIONS OF LAW

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

2. The Seattle School District did not unlawfully discriminate against Debra Youderian by threatening her or reducing lunchroom help or unlawfully interfering with her collective bargaining rights.

3. The employer did not violate RCW 51.56.140(4) or (1) when it did not provide an actual copy of a check used to pay a vendor for food service.

ORDER

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

ISSUED at Olympia, Washington, this 30th day of March, 2007.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Frederick J. Rosenberry

FREDERICK J. ROSENBERRY, 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.