

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CYNTHIA L. HILL,)	
)	
Complainant,)	CASE 9808-U-92-2233
)	
vs.)	DECISION 4307 - PECB
)	
PIERCE COUNTY FIRE PROTECTION)	
DISTRICT 2,)	
)	
Respondent.)	
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CYNTHIA L. HILL,)	
)	
Complainant,)	CASE 9809-U-92-2234
)	
vs.)	DECISION 4308 - PECB
)	
INTERNATIONAL ASSOCIATION OF)	
FIRE FIGHTERS, LOCAL 1448,)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW
Respondent.)	AND ORDER
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Douglas G. Blakely, appeared on behalf of complainant.

Vandeberg & Johnson, by Joseph F. Quinn, Attorney at Law, appeared on behalf of the respondent employer.

James L. Hill, Vice President, 7th District I.A.F.F., appeared on behalf of the respondent union.

On May 22, 1992, Cynthia L. Hill filed two complaints charging unfair labor practices with the Public Employment Relations Commission. In Case 9808-U-92-2233, it is alleged that Pierce County Fire District 2 committed unfair labor practices under RCW 41.56.140(1) and (3), by disciplining Hill for an incident involving her participation in protected activities and in reprisal for filing unfair labor practice complaints; in Case 9809-U-92-2234, it is alleged that International Association of Fire Fighters, Local 1448, committed unfair labor practices under RCW 41.56.150(1), (2) and (3), by interfering with and discriminating

against Hill in retaliation for the filing of unfair labor practice complaints and for having chosen to not pay her dues by payroll deduction. The complaints were consolidated for processing. A hearing was held in Tacoma, Washington, on September 15, 1992 and October 19, 1992, before Examiner William A. Lang. Post-hearing briefs were filed on December 1, 1992.

BACKGROUND

Pierce County Fire District 2 provides fire suppression and related services to its residents, including operation of FIRECOMM, a 9-1-1 dispatch center, at its headquarters in the Lakewood area of Pierce County, to the south of the city of Tacoma. At all times relevant, David L. Knowlton was the assistant communications director, James "Ron" Logan was director of communications, and Fire Chief Steven Marstrom had responsibility for overall direction of the employer's operations.

International Association of Fire Fighters, Local 1488, is the exclusive bargaining representative of all non-supervisory "uniformed personnel" of the employer and, under a separate agreement, all "full-time and regular part-time dispatchers and call receivers" employed in the FIRECOMM unit.

The complainant in these matters, Cynthia Hill,¹ is employed as a shift supervisor at the FIRECOMM dispatch center. She was assigned to the "C" shift. Her position is within the bargaining unit of non-uniformed employees represented by Local 1488.

¹ Cynthia Hill married while these unfair labor practice charges were pending. Her married name is Blakely. Her former name was used in the correspondence and actions at issue here. To avoid confusion, all references to the complainant in this decision are by the Cynthia Hill name she used at the time of the disputed events.

The employer maintains a computer electronic mail system (E-Mail) through which administration and employees can send messages to each other individually, or to groupings of employees such as all fire officers or dispatchers. The employees use the system to converse back and forth, to notify each other of events that may be scheduled, and to communicate business to officers or colleagues on other shifts.

The employer's computer system has various terminals located for use by officers, firefighters and the FIRECOMM staff. Each employee has his or her own personal access code to their computer file. The union is permitted to use the E-Mail system to communicate with its members, and it also has a "box" where messages and other communications are distributed. Access to computer files is somewhat restricted, with only Marstrom, Logan and a computer maintenance person having access to all files. Employees also have designators to which you address messages. Hardcopies of messages are made and are sometimes left in a bin. On occasion, employees forget to turn-off the computer, exposing their file to others.

On November 11, 1991, Cynthia Hill sent an E-Mail message to President Douglas Christensen of IAFF Local 1488, complaining that she had made repeated requests to her union representative, Patricia McPike, for copies of the fire fighters' collective bargaining agreement and the union's constitution. Hill believed she was entitled to those documents, and she asked Christensen to give them to McPike at a union meeting to be held on November 12, 1991. Hill put Christensen on notice that she expected the materials the following night.

The requested materials were not provided, and Cynthia Hill repeated her request for the contract and union constitution on November 27, 1991. Hill warned Christensen that he had 10 days to provide the information.

On December 12, 1991, Hill informed Carol Dick, an administrative assistant to the department, that she was revoking an authorization given the previous December, and would no longer authorize payroll deduction of her union dues. Hill cautioned Dick that she would expect the employer to reimburse her if union dues were deducted from her January 31, 1992 paycheck.

On February 11, 1992, Secretary-Treasurer Kenneth Sharp of IAFF, Local 1488,² wrote to Cynthia Hill that he had been made aware that she was no longer paying dues through payroll deduction. Sharp told Hill that the union's executive board had discussed the matter, and he informed her that monthly dues of \$51.45 were due by the first of each month. Sharp advised Hill he would send a dues statement with a self-addressed, stamped envelope at the end of each month, to help simplify the process for everyone.

On February 23, 1992, Hill wrote an E-Mail message addressed to her union shop steward, Marcia Barnett,³ stating:

My personal finances are not your concern, nor are they the Union's concern, and certainly not a topic for discussion in a room full of co-workers. I suggest you review our contract and constitution so you do not make any mistakes in the future. This one was a freebee, the next mistake you make will not be.

If Ken Sharp needs to address any concerns to me tell him to address me personally.

Cindy

Barnett testified that the following E-Mail message was sent to Cynthia Hill on February 23 or 24, 1992:

² Sharp is a lieutenant in the fire department, and is a member of the union's bargaining committee.

³ At some time during the pendency of these proceedings Marcia Jensen-Barnett changed her name to Barnett which we will use hereafter.

It was not my intent to discuss your personal finances, I was merely trying to ascertain whether or not you had receive Ken's letter and if so, was there any problem with his proposal of how you pay your dues. There was nothing overtly or covertly implied in my questions which could cast aspersions on your financial status. Yours is a unique situation, and Ken had asked me to check with you.

In the future, if you have any concerns which you wish to direct to me regarding union matters, put them in writing. You and I seem to have difficulty communicating accurately. Possibly sticking to the written word will help us eliminate the problems.

Marcia

Hill testified, however, that she did not receive that E-Mail message.

On March 16, 1992, Sharp gave Cynthia Hill revised information about her dues obligations. He indicated at that time that Section 7 of Article 3 of the local union's constitution required payment of dues by the 15th day of the month following the month for which the dues were payable. Sharp informed Hill that members are automatically suspended, and lose their good standing, if payment is not made within 60 days following notification.

On March 27, 1992, Cynthia Hill asked Barnett to file a grievance over the assignment of Jeff Ford to a day shift position, in violation of the collective bargaining agreement and Fair Labor Standards Act standards. Hill complained that the preferential treatment given to Ford would cause mandatory callback of other employees due to Ford's absence from the regular work schedule. Hill cautioned Barnett to observe the time limits specified in the grievance procedure.⁴ Barnett declined to file the grievance and

⁴ Ford was placed on the day shift with the concurrence of the union to work on a computer project. Hill was not informed of this fact until much later.

forwarded a copy of the grievance procedure to Hill. Barnett advised Hill that the first step required the grievant to discuss the matter with her immediate supervisor. The record shows that Hill did not ask Barnett to assist her at the first step.

On March 28, 1992, Cynthia Hill again used the E-Mail system to ask Barnett about filing of a grievance on Hill's behalf:

You could not be more wrong about what your responsibilities are as my union representative. You should know better than to underestimate me. It appears that you and the union insist on learning your jobs the hard way. So be it.

Cindy

Later, Hill returned the grievance to Barnett with a handwritten note on back of the document, as follows:

Marcia,

Keep this in case you ever overcome your fear & decide to file one. I've done it 3 times already. How about you?

Cindy

Barnett recalled that everyone on her shift was snickering when she read the above message.

On April 6, 1992, Barnett wrote a memorandum to Logan and Knowlton, stating in part:

While I have no problem with Ms. Hill's disagreeing with me or being dissatisfied with my efforts as Union Rep, I do believe that the threatening, hostile and inflammatory tone of her correspondence is a violation of my right not to be harassed at my work place.

Additionally, it recently was brought to my attention that Ms. Hill has been making allegations regarding my having a "special" rela-

tionship with Ron Logan, citing my being assigned a K-day [⁵] on Easter Sunday and the way we smiled at one another as evidence. Furthermore, she reportedly stated that if someone was given a K-day on Easter, at least it should have been someone who knew how to celebrate the holiday, or what the holiday was about.

I have attempted to tolerate Ms Hill's attitude toward me since late 1989, in the hope that the situation would improve. In fact it has worsened. Her threats and slanderous statements about me are beginning to affect me negatively. I respectfully ask that the District investigate these matters and take whatever action necessary to see that this sort of thing is stopped once and for all.

Barnett attached the E-Mail notes she had received from Hill, her responses to the correspondence, and a copy of the Civil Service Table of Offenses with pertinent sections highlighted.

On April 20, 1992, Knowlton gave Cynthia Hill a Disciplinary Action Form, admonishing her for use of disrespectful, abusive language, quarreling or inciting to quarrel by E-Mail and handwritten statements to another employee.⁶

Later that day, Hill forwarded a memorandum to Knowlton, consisting of three single-spaced pages, and asked that her response to the discipline be attached to the Disciplinary Action Form. Hill therein denied that her E-Mail messages were threatening, disrespectful or abusive. Hill challenged the discipline on the basis that she was "under the protected status of conferring with the union representative at the time accused of being disrespectful",

⁵ Examiner's note: In the fire service, a "K-day" or "Kelly day" is a day off with pay. This device is used to reduce the weekly work hours for employees working a schedule of 24-hour shifts.

⁶ The Disciplinary Action Form was placed in Hill's file for a year.

and that union activities are protected by state law. Hill asserted that the E-Mail messages supplied by Barnett were confidential communications with her union representative, and that Barnett violated Hill's rights by giving them to the employer. Hill argued that the administration was saying that she did not have the right to disagree with her union representative, and that she believed that the discipline was taken in retaliation for her union activities. Hill demanded to know who her accuser was, and also specifically denied making any of the statements alleged by Barnett in relation to Logan and the Easter holiday. Hill charged that Barnett was being openly dishonest, and was making inflammatory statements to bolster her weak charges. Hill declared that she could not have made the statements, because she could not see them together since they worked different shifts. Hill asked Knowlton to consider the statement as a formal charge against Barnett, for making false, malicious statements against a supervisor with the intent to damage her reputation. Hill claimed that Barnett's claim of tolerating Hill's attitude since late 1989 was untruthful, because Barnett had hosted a birthday party at her home on April 29, 1990 and visited Hill at her home in December, 1990 to bring her a present. Hill then raised a question of due process, arguing that Knowlton did not conduct an investigation before he disciplined her. Hill stated that Knowlton had the Discipline Action Form typed before he discussed the matter with her, and that she was given the form before she knew the content of the charges. Hill also contended that the discipline was discriminatory, because other employees had written inappropriate E-Mail messages but were not disciplined. Hill recalled that, after she had disciplined a subordinate who she had counseled about his conduct on several prior occasions, Knowlton told her that an admonishment was too harsh a discipline. Hill concluded that the employer, union, and Barnett were in collusion against her, and alleged that the

discipline was given in retaliation of her filing unfair labor practice charges against the employer and union in July of 1991.⁷

At Knowlton's request, Hill rewrote her April 20, 1992 memorandum as formal charges against Barnett. Hill testified, however, that Knowlton later refused to inform her whether the charges were sustained, or even whether the charges were investigated.

On April 30, 1992, Sharp sent Cynthia Hill a dues statement for the month of April, 1992, in the amount of \$51.45. On that notice, he wrote: "March '92 dues are past due 30 days, \$51.45".

On May 2, 1992, Hill returned the April dues statement to Sharp, with a handwritten note stating:

Ken,

Your notation that my March '92 dues were 30 days past due as of 4-30-92 is wrong. As of that date, they were only 15 days past due. Review your Constitution.

Cindy

On May 4, 1992, Knowlton conducted an official investigation of the alleged remarks by Hill concerning a special relationship between Barnett and Logan. James Bowen and Patricia McPike stated that there was a conversation about "K-Days", but neither remembered the alleged statements regarding Barnett having a personal relationship with Logan. Karen Miller stated that she heard Hill make the alleged statement, or similar words that inferred preferential

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The Commission's Executive Director dismissed a complaint docketed as Case 9289-U-91-2062, because Hill lacked standing as an individual to pursue "unilateral change/refusal to bargain" charges. Pierce County Fire District 2, Decision 4063 (PECB, 1992). A complaint docketed as Case 9296-U-91-2066 was dismissed because the Commission does not have jurisdiction to remedy violations of collective bargaining contracts. Pierce County Fire District 2, Decision 4064 (PECB, 1992).

treatment for Barnett, and confirmed she told Barnett of the conversation.

On May 5, 1992, Logan sent Chief Marstrom the results of Knowlton's investigation into allegations by Hill. Logan concluded that Barnett had related facts that were true to the best of her knowledge, and were supported by a third party. Logan also concluded that other assumptions were marginally supported:

1. Barnett did make the allegations with malice in violation of Item 13.
2. Miller did violate Item 13 by relating false information.
3. Hill did in fact make the statements and violated Item 8 by making false statements in an official investigation.

However, none of the assumptions can be proved beyond a reasonable doubt.

Logan also submitted his final conclusion on the matter, as follows:

I do not believe evidence supports any action against any employee as a result of this charge or its investigation.

On May 5, 1992, Cynthia Hill informed Christensen that she had received a harassing telephone call from Sharp at "1026 hours" on May 4, 1992. Hill stated that Sharp accused her of being delinquent in her dues, which was not true, that his attitude was argumentive and rude, and that he raised his voice and hung up on her. Hill told Christensen that she believed Sharp and Barnett had violated an employer policy on harassment, and that she was formally advising Christensen that she would not tolerate further harassment from the union officers and expected that he would put an end to it.

On May 6, 1992, Hill forwarded to Knowlton a memorandum and a tape recording of the May 4 telephone call she received from Sharp. Hill alleged that the call was harassing her on duty, and stated:

... this was the third time since late February, 1992 that a union officer had confronted me at work in a rude, hostile, untruthful and harassing manner.

Hill noted that she was not conducting union business, and that the employer's Policy 204 guaranteed her a right to be free from such harassment. Hill asked Knowlton to review the incident, and advise her on what the department is willing to do to prevent further harassment. Hill forwarded a copy of the memo to Logan and Chief Marstrom.

On May 16, 1992, Sharp sent Cynthia Hill a notice indicating that her dues, in the amount of \$51.45, were delinquent by 15 days. Hill replied on May 20, 1992, asking Sharp to provide, in writing, that part of the local union's constitution and by-laws which designated a specific day as the day the dues were to be paid.

On June 10, 1992, Sharp wrote to Hill, informing her that the executive board of the local union had considered the issue she raised regarding the exact due date for monthly dues. Sharp advised Hill that the executive board had moved to amend the by-laws to clarify the due date,⁸ that he would continue to bill Hill at the end of each month, and that the new by-law should be effective after the union's general meeting on July 14, 1992.

On June 25, 1992, Christensen wrote to Hill, apologizing for the delay in responding to her letter of April 24, 1992. Christensen enclosed copies of the constitution and by-laws of the internation-

⁸ The proposed by-law revision provided: "monthly dues shall be payable no later than the last day of each month".

al union, and stated that it took some time to acquire an extra copy and to investigate Barnett's complaint alleging harassment from Hill. Christensen also assured Hill that Barnett was not acting as a union official when she filed the April 6 charge against her.

POSITIONS OF THE PARTIES

Cynthia Hill argues that the union interfered with her rights, when Shop Steward Barnett gave the employer a confidential E-Mail message relating to protected union activities. Hill claims that, by that action, the union induced the employer to commit an unfair labor practice by its unlawful discipline of her in connection with that message. Hill claims that training she received as a police officer enabled her to recognize "threats", and in her opinion the E-Mail did not constitute threats. Hill also contends that the discipline was really imposed without "just cause", in retaliation for her past filing of grievances and unfair labor practice complaints. Hill asserts that the employer engaged in disparate treatment of her and Barnett in regard to its discipline, and also noted that another employee was counseled on several occasions without the discipline imposed on her. Hill contends that the union interfered with her rights, by failing to file a grievance when she requested it, and that the law obligated the union to represent her if assistance was requested for the enforcement of the contract. Finally, Hill asserts that the union harassed her and discriminated against her, because she paid her union dues by hand, and because she filed an unfair labor practice complaint against the union when it did not provide her with a copy of the contract for the fire fighter bargaining unit.

The union denies that it has harassed Cynthia Hill or interfered with her rights. The union maintains that Barnett's complaint against Hill was made as an employee, and not as a union official,

and that the E-Mail system is not confidential. The union contends that Barnett's response to Hill's request to file a grievance was correct under the grievance procedure, because the first step requires the grievant to discuss the matter with the immediate supervisor.

The employer argues that Hill never introduced evidence of discrimination, so that the claim against the employer should be dismissed. The employer contends that it did not discipline Hill over the content of her messages to Barnett, but over the manner or tone of the communications. The employer observes that the E-Mail is not a confidential communication, because other supervisors have access to the files. Finally, the employer argues that the discipline could not have been retaliatory, because Knowlton was unaware of Hill's filing of unfair labor practice complaints in the past.

DISCUSSION

Alleged Breach of Confidentiality

Cynthia Hill's claim that Barnett had breached some obligation of confidentiality by disclosing the contents of several E-Mail messages to the employer is in error. Hill had transmitted those messages to Barnett over the employer's computer system. They did involve union matters, but that is not conclusive. Apart from doubt as to whether prohibitions on intercepting or accessing electronic data would apply when, as in this case, one party to the communication has given consent to its disclosure, federal law gives the employer access to its own computer files.⁹

⁹

18 USC 2702(B) permits divulging contents of a communication to a person employed or authorized or whose facilities are used. See: Employer's Right to Read Employee E-Mail, Baumhart, 8 The Labor Lawyer 923 (1992).

The Basis for the Discipline of Hill

It is clear from the record that Cynthia Hill was admonished because the employer considered her remarks to be intemperate and intimidating. The Examiner is not persuaded by Hill's claims that her experience as a police officer qualified her to recognize "threats", and that in her opinion the alleged threats were not really threats. Hill was not qualified as an expert witness on these subjects, and is not the trier of fact in this case. The Examiner concurs with the employer's judgment that Hill's remarks could be interpreted as threats.

The statutory safeguards against retaliatory discipline for activities protected by the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, does not extend to threats. See: City of Pasco, Decision 3804, 3804-A (PECB, 1992), where an employee's suggestion to his supervisor in a grievance conference that the controversy could be settled by physical combat constituted a removal of the matter from the protection of the statute.¹⁰

There is no evidence here that either the employer or union disciplined Cynthia Hill in retaliation for her filing past unfair labor practice charges and grievances.

Internal Union Affairs Not Subject to Remedy

The Public Employment Relations Commission regulates the relations between employers and employees, and the relations between employers and unions, but has a lesser involvement in regulating the relations between unions and their members. From the facts set forth above, the Examiner concludes that the situation of which Hill now complains is of her own creation. The record shows that

¹⁰ Thus, the employer's warning to the employee in that case against the recurrence of such threats did not violate RCW 41.56.140(1).

Hill embarked upon a calculated course of conduct against the union, in retaliation for the union's failure to provide her with a copy of the collective bargaining agreement covering a bargaining unit different from that in which she is employed. Hill's intent is demonstrated by the hostility in the letter revoking her dues checkoff authorization, in her threat against the secretary if the payroll deduction was not ended by the date she specified, and by her seeming insistence on paying her dues late or at the last possible moment. Hill then proceeded to involve Sharp in legalistic argument regarding the due date of dues payments. The evidence indicates that her only purpose was to belittle Sharp and the union.

Hill's allegation of harassment by Sharp during a telephone call is not supported by the taped conversation, which lasted a mere 10 seconds. There was a brief difference of opinion on whether the dues were late, then Sharp hung up. In view of the history of legalistic dueling over when the dues were late, Sharp's hanging up the phone without the courtesy of saying "good-by", while rude, is understandable. The tape cannot be considered harassment.

Under RCW 41.56.122, it is lawful for an employer and the exclusive bargaining representative of its employees to include union security provisions in a collective bargaining agreement. See, Mukilteo School District (Mukilteo Education Association), Decision 1122-A (EDUC, 1981). The employees subject to union security obligations must pay the dues and fees uniformly required by the union, as a condition of continued employment. The union appears to have met or exceeded its obligations under Pierce County, Decision 1840-A (PECB, 1985), by sending Hill monthly notices setting forth the amount due. The union was not obligated to tolerate late payments from Hill, or to refrain from directing her attention to her union security obligations.

Duty of Fair Representation

The exclusive bargaining representative of a bargaining unit has a "duty of fair representation" which includes the investigation of the grievances of bargaining unit members, and processing such grievances in accordance with a good faith determination as to their merit. RCW 41.56.090; Vaca v. Sipes, 386 U.S. 171 (1967). The Commission will assert jurisdiction to police its certifications where a union is alleged to have engaged in invidious discrimination against a bargaining unit employee, or otherwise aligned itself in interest against an employee it has a duty to represent.¹¹ On the other hand, the Commission does not assert jurisdiction to determine "duty of fair representation" claims arising exclusively out of grievance processing.¹²

Hill's claim in this case that the union failed to provide her grievance assistance because of her protected activity is not supported by the record. Barnett correctly informed Hill that Step One of the grievance procedure required that Hill present the matter orally to her immediate supervisor. There is no evidence that Hill asked Barnett for assistance in presenting the grievance to her supervisor. Instead, the record shows that Hill targeted Barnett with petty, mean-spirited comments after Barnett informed Hill of the correct procedure for the filing of grievances.

Hill's attempt to imply bad motives to the union and the employer appears to be a projection of her own conduct. The Examiner thus

¹¹ See, Elma School District (Elma Teachers' Organization), Decision 1349 (EDUC, 1982), where a union was accused of refusing to process a grievance because the employee had been a supporter of a different union.

¹² See, Mukilteo School District (Public School Employees of Washington), Decision 1381 (PECB, 1982), dismissing a complaint where the only disagreement between the union and employee concerned the merits of a grievance.

declines to engage in a lengthy analysis of the arguments and interpretation of conduct and motives.

FINDINGS OF FACT

1. Pierce County Fire District 2 is a public employer within the meaning of RCW 41.56.030(1). At all times pertinent hereto, Steven Marstrom was fire chief and James "Ron" Logan was director of communications of the 9-1-1 dispatch center.
2. International Association of Fire Fighters, Local 1488, a "bargaining representative" within the meaning of RCW 41.56-.030(3), is the exclusive bargaining representative of a bargaining unit of dispatchers and call receivers employed by Pierce County Fire District 2. At all times pertinent Douglas Christensen was the president and Kenneth Sharp was secretary-treasurer of the local union.
3. Cynthia Hill is employed by Pierce County Fire District 2 as a shift supervisor in the employer's 9-1-1 dispatch center. Her position is within the bargaining unit of non-uniformed personnel represented by IAFF Local 1448.
4. The employer and Local 1448 are also parties to a bargaining relationship and collective bargaining agreement covering a bargaining unit of non-supervisory uniformed personnel employed by the employer.
5. On November 11, 1991, and again on November 27, 1991, Cynthia Hill made requests to the union for a copy of the collective bargaining agreement covering the fire fighters and a copy of the union's constitution and by-laws. Those documents were not provided by the union at that time.

6. On December 12, 1991, Hill revoked her payroll deduction authorization of union dues effective January 31, 1992. In her letter of revocation, Hill warned the employer that its failure to end her dues deduction would result in a demand for reimbursement from the employer.
7. Hill thereafter embarked on a series of legalistic challenges against union officials concerning the proper payment date of her union dues. Hill's actions in that regard were designed to retaliate against the union.
8. On February 23 and on March 28, 1992, Hill sent messages to her union shop steward, Marcia Barnett, by use of the employer's electronic mail system. Those messages concerned the filing of grievances, but also contained threats intended to demean Barnett.
9. On April 6, 1992, Barnett filed charges with the employer, accusing Hill of harassment. Barnett supplied the employer with copies of the electronic mail messages described in the preceding paragraph.
10. On April 20, 1992, the employer orally admonished Hill for her conduct. Hill responded by filing counter charges against Barnett and the employer.
11. On May 4, 1992, the employer conducted an investigation of Hill's allegations against Barnett and concluded that the evidence did not support any action against any employee.
12. On May 5 and 6, 1992, Hill forwarded to the employer a tape of a conversation between herself and Sharp, which she charged was rude and harassing. The tape does not support her charge.

CONCLUSIONS OF LAW

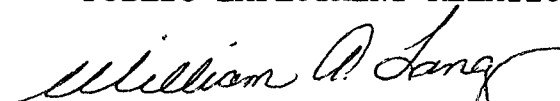
1. The Public Employment Relations Commission has jurisdiction over this matter under Chapter 41.56 RCW.
2. The evidence described in paragraphs 4 and 8 through 11 of the foregoing Findings of Fact does not support an inference that the employer's actions were in retaliation for the complainant's protected activities, so that those actions did not constitute unfair labor practices under RCW 41.56.140.
3. The evidence described in paragraphs 3 through 7 and 12 of the foregoing Findings of Fact does not support an inference that the union's actions were in retaliation for the complainant's protected activities, so that those actions did not constitute unfair labor practices under RCW 41.56.150.

ORDER

The complaints charging unfair labor practices filed in this matter shall be, and hereby are, DISMISSED.

Issued at Olympia, Washington, on the 7th day of April, 1993.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


WILLIAM A. LANG, Examiner

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