

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

INTERNATIONAL FEDERATION OF)	
PROFESSIONAL AND TECHNICAL)	
ENGINEERS, LOCAL 17,)	CASE NO. 6387-U-86-1250
)	
Complainant,)	DECISION 2896 - PECB
)	
vs.)	
)	
CITY OF SEATTLE,)	
)	
Respondent.)	ORDER OF DISMISSAL
)	

On May 7, 1986, International Federation of Professional and Technical Engineers, Local 17 (complainant) filed a complaint charging unfair labor practices against the City of Seattle (respondent). The complaint alleged that the respondent violated RCW 41.56.140(4) by changing work shifts to a "rotation" schedule.

On February 24, 1987, the parties were informed that the matter appeared to involve a contractual interpretation, and the issue should be pursued through grievance arbitration. The parties were further informed that the Commission would hold the case open pending disposition of the underlying issue in the grievance process.

The parties proceeded through arbitration and, on March 1, 1988, Arbitrator Carol J. Teather issued an award, holding that the respondent was within its contractual rights when it modified the shift schedule. Analysis of the award indicates that the arbitration procedure was fair and regular, and that the parties had adequate opportunity to present their respective positions. Nothing in the arbitration award appears to be

or is challenged as repugnant to the purposes of Chapter 41.56 RCW. The arbitration award has been submitted to the Commission, and has been reviewed in connection with the making of a preliminary ruling under WAC 391-45-110.

Given the result reached in the grievance and arbitration proceedings, it appears that further proceeding before the Commission is unnecessary. See, Stevens County, Decision 2602 (PECB, 1987). The arbitrator is a "creature of contract", who has authority to interpret the agreement without modifying its terms. In determining that the employer's actions were protected by terms of the collective bargaining agreement, the arbitrator has found that a "waiver" of the complainant's bargaining rights existed during the term of the agreement. In other words, the complainant was foreclosed from bargaining on the subject at the time of the bargaining opportunity claimed in the unfair labor practice case, since the contract language gave the employer latitude to modify shift schedules. In light of these factors and the substance of the award, the complaint charging unfair labor practices must be dismissed.

ORDER

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

DATED at Olympia, Washington, this 30th day of March, 1988.

PUBLIC EMPLOYMENT RELATIONS COMMISSION


MARVIN L. SCHURKE, Executive Director

This Order may be appealed
by filing a petition for
review as set forth in
WAC 391-45-350.