

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 302

For clarification of an existing bargaining
unit of employees of:

PORT OF SEATTLE

CASE 130775-C-18

DECISION 13059 - PORT

ORDER OF DISMISSAL

Danielle Franco-Malone, Attorney at Law, Barnard Iglitzin & Lavitt LLP, for the International Union of Operating Engineers Local 302.

Bradley Medlin, Attorney at Law, Robblee Detwiler PLLP, for the United Association of Plumbers and Pipefitters, Local 32.

Sofia D. Mabee, Attorney at Law, Summit Law Group PLLC, for the Port of Seattle.

On July 25, 2018, the International Union of Operating Engineers Local 302¹ (IUOE) filed a unit clarification petition concerning bargaining unit placement of the Marine Maintenance HVAC crew chief (HVAC crew chief)² at the Port of Seattle (employer or Port). The HVAC crew chief is currently represented by the United Association of Plumbers and Pipefitters, Local 32 (Local 32). Local 32 intervened in this matter as an interested party. The employer and Local 32 asserted that the IUOE's petition was not timely and also asserted that the HVAC crew chief was appropriately included in the Local 32's existing bargaining unit. The IUOE asserted that its petition was timely and the position and work properly belonged in the IUOE's bargaining unit based in part on historical work jurisdiction grounds.

¹ The petition was originally filed by the International Union of Operating Engineers Local 286. As of January 1, 2019, Local 286 ceased to exist and was merged into Local 302.

² The IUOE originally identified the position as HVAC mechanic. At hearing, the evidence and testimony demonstrated that this position, subject to the original petition, is now the HVAC crew chief job class. To avoid confusion, this decision will refer to the position as the HVAC crew chief.

Hearing Officer Christopher Casillas conducted a hearing on January 24 and 25, 2019, and February 28, 2019. During the hearing, the IUOE moved to include a second position in its petition, the Marine Maintenance HVAC technician. The HVAC technician position is also represented by Local 32. The parties filed post-hearing briefs to complete the record.

The IUOE's motion to amend the petition to include both the HVAC crew chief and HVAC technician positions is granted. The IUOE filed its petition within a reasonable period of time of the creation of both positions. Nonetheless, the HVAC crew chief and HVAC technician maintain an appropriate community of interest with Local 32's existing bargaining unit. The IUOE's petition is dismissed.

BACKGROUND

The Port of Seattle runs two major commercial and recreational centers in and around Seattle. The Port is overseen by an elected board of commissioners. Day-to-day operations are managed by the executive director, Stephen P. Metruck. The Aviation, Maritime, and Economic Development divisions report directly to the executive director. The Aviation Division manages operations at SeaTac International Airport and nearby facilities. The Maritime Division operates various waterfront facilities in Seattle related to shipping, cruises, commercial fishing, and recreational boating.

The Aviation and Maritime divisions largely operate independently from one another. SeaTac International Airport is approximately 15 miles south of the majority of the waterfront properties managed by the Maritime Division. While most of the Aviation Division's operations are centered in and at the airport, Maritime oversees more than two dozen different properties, ranging from Shilshole Bay Marina in north Seattle to Terminal 117 on the Duwamish River to the south. Each division has its own managing director who reports to the executive director, and there are different departments or units within each division.

Both the Aviation and Maritime divisions have their own maintenance departments, and each maintenance department has its own organizational and reporting structure. The employees

report to separate work locations, and both aviation and marine maintenance have a distinct set of work rules that govern their operations. The job classifications within aviation and marine maintenance are distinct from one another with different titles, essential functions, and education requirements.

Aviation Maintenance

Aviation Maintenance is part of the Aviation Division. The employees in the IUOE's bargaining unit work within the Mechanical Systems section of Aviation Maintenance. Most of the employees in Mechanical Systems operate out of the boiler shop at the airport, although some work out of the conveyor shop. The director of Aviation Maintenance oversees Mechanical Systems. Beneath the director are senior maintenance managers who supervise maintenance managers.

The IUOE-represented employees who are responsible for the HVAC systems at the airport are in the mechanical utilities maintenance engineer job class, and they mostly work out of the boiler shop. Ideal candidates will possess a grade II boiler operator license, a refrigeration operator's license, a CFC universal license, and an operator-in-training (OIT) license. Journeyman level employees with at least five years of industrial experience are sought for these positions. The maintenance engineers operate, maintain, and repair the boilers, chillers, refrigeration systems, and other related equipment at the airport. The maintenance engineers also perform repairs on all HVAC equipment at the airport. The maintenance engineers do not perform installation of new HVAC systems at the airport. Instead, the employer relies on outside contractors to perform HVAC installation work.

Since 1997, the IUOE bargaining unit employees based out of the airport boiler shop have conducted regular checks of the boilers at four seaport properties. The boiler checks occur most days and can often take several hours. The boiler checks are limited to reading and recording gauges and ensuring the boilers are operating within specification. If there are any problems with the boilers or HVAC equipment at one of the seaport buildings, the IUOE bargaining unit employees do not perform the repair work.

Marine Maintenance

Marine Maintenance is part of the Maritime Division. Marine Maintenance employs approximately 158 employees across 14 different trades. Two senior managers for Marine Maintenance oversee the employees who work out of two different maintenance shops, Horton Street and Terminal 91. The Local 32 bargaining unit consists of seven employees classified as plumbers, plumber crew chief, HVAC technician, and HVAC crew chief. All work out of the Horton Street shop. The plumbers in Marine Maintenance install, maintain, and repair systems for potable water, sewer, and storm water; and they work on natural gas lines and heating systems. Marine Maintenance employees must be certified as journeyman level plumbers, requiring 8,000 documented hours working for a journeyman plumber, of which 4,000 hours must be commercial or industrial work.

HVAC Work

Prior to 1997, the IUOE bargaining unit employees performed most of the HVAC-related work at both the airport and seaport properties. In 1997, the Port invoked a provision in the collective bargaining agreement that permitted it to contract out HVAC-related work at the seaport. Private contractors then performed all HVAC work at the various seaport properties for approximately 20 years. More recently, the various private contractors performing HVAC work at seaport facilities have employed members of Local 32. The work performed by the Local 32 contractors included installing, servicing, and repairing HVAC systems.

On December 7, 2016, the Port gave notice to the IUOE that it intended to create a new Marine Maintenance HVAC position and employ a plumber from Local 32 to fill that position. The employer decided to include this position in Local 32's bargaining unit because the employer had contracted with Local 32 employees for HVAC work at the marine facilities and because Local 32 employees had the background and expertise in HVAC systems and plumbing. During an August 9, 2017, Labor Management Committee meeting, the Port and the IUOE discussed the HVAC position. On September 29, 2017, Local 32 dispatched Dan Basher to fill the HVAC position. Basher began employment with the Port on October 2, 2017.

HVAC workload at the waterfront continued to grow to the point where one of the Marine Maintenance plumbers was regularly reassigned to help with HVAC work. The employer decided to promote Basher to the HVAC crew chief position, and in May 2018 the employer hired CJ Ploegman into the HVAC technician position to work with Basher.

The HVAC crew chief and HVAC technician are primarily responsible for servicing and repairing equipment in buildings maintained by Marine Maintenance, including the buildings' HVAC systems, heat pumps, and chillers. While both Marine Maintenance HVAC employees and Aviation Maintenance HVAC employees operate and maintain HVAC systems, the Marine Maintenance HVAC employees are also trained and certified to install and repair HVAC systems.

The HVAC crew chief and HVAC technician are required to possess a minimum of two years of experience in HVAC maintenance and repair in a commercial facility at the apprentice level, but five years of experience at the journeyman level is preferred. Both positions perform some installation work for new systems at the waterfront; they also manage outside contractors performing similar work. The employer also requires the positions to hold certain licenses, such as a 06-A electrical license, a gas-piping license, and an environmental license. Basher and Ploegman obtained these licenses through Local 32's apprenticeship program.³ This licensing is not available through the IUOE's training program.

Ploegman originally did HVAC work as a plumber before being reassigned to the HVAC technician job class. In his new role, he still regularly works on large plumbing jobs alongside the plumbers. The other plumbers help to cover some of the HVAC work at Marine Maintenance when Basher and Ploegman are unavailable.

³ Basher possesses a CFC Environmental Card and Ploegman a Type 3 EPA card. Ploegman also holds a PL-1 plumber certification, an Operator Grade 3 license, and a Med Gas plumber certification.

ANALYSIS

Applicable Legal Standard—Amendment

A unit clarification petition may be amended by the petitioner “under such conditions as the executive director or the commission may impose.” WAC 391-35-070. Although this rule provides latitude for dealing with proposed amendments, there is no absolute guarantee that an amendment will be allowed in all circumstances. *Pierce County*, Decision 7035 (PECB, 2000). The general rule permitting amendments must be read in conjunction with other rules that impose substantive or procedural limitations on unit clarification proceedings under chapter 391-35 WAC. *Id.* Amendments to unit clarification petitions, even after a substantial gap in time, have been allowed in order to ensure that the bargaining units remain appropriate. *See University of Washington*, Decision 11833 (PSRA, 2013).

Application of Standard

The IUOE’s motion to amend the petition is granted for reasons of judicial efficiency and to avoid unnecessary work jurisdiction disputes. The original petition filed by the IUOE on July 25, 2018, identified the dispute as pertaining to the “Marine Maintenance HVAC Mechanic” and identified Basher as the occupant of the position. At the hearing, the record indicates that Basher now works as the HVAC crew chief and Ploegman works in the HVAC technician position.

Notwithstanding Local 32’s and the Port’s objections to the amendment, all parties had a full opportunity to present evidence and examine witnesses related to both positions. Both Basher and Ploegman testified during the hearing. While Basher’s responsibilities as HVAC crew chief include interacting with outside vendors and managing various projects, he works closely with Ploegman on a day-to-day basis performing all varieties of HVAC-related work at marine facilities. Considering the two positions separately would result in judicial inefficiency and create the possibility of a work jurisdiction dispute if the two positions were placed in separate bargaining units. The IUOE’s motion to amend its petition so that both HVAC positions are considered is granted.

Applicable Legal Standard—Timeliness

Because unit clarifications alter the composition of a bargaining unit, WAC 391-35-020 governs the time frames during which unit clarifications may be filed so as to minimize the disruptions on the parties as well as the employees. A unit clarification petition may be filed at any time with regard to disputes concerning positions that have been newly created by an employer. WAC 391-35-020(1)(a). However, a unit clarification petition will be dismissed if it is not filed within a reasonable time period after the creation of a new position. *University of Washington*, Decision 11833.

Timeliness is determined by the factual circumstances of each particular case. Reorganization and the reassignment of duties are events that do not occur overnight, and some deference must be granted to allow an employer to make changes midstream to any reorganization that might be occurring. *Clark County*, Decision 11886 (PECB, 2013). Furthermore, if a recent change in duties causes employees to be reallocated to a new job classification, completing the reallocation process may be necessary so that a proper unit determination can be made. *See University of Washington*, Decision 10263 (PSRA, 2008). In sum, the defining event that makes a unit clarification petition timely is not the formal act of reallocating the job class; rather, the defining event is the material change to the duties and responsibilities of the employee that creates the need for the employer to review and possibly reallocate the employee to the new job class. *University of Washington*, Decision 11590 (PSRA, 2012), *aff'd*, Decision 11590-A (PSRA, 2013).

Application of Standard

The IUOE's petition is timely under WAC 391-35-020(1)(a). The employer gave the IUOE notice about the HVAC crew chief position on December 7, 2016; the employer filled the position on October 2, 2017; and the IUOE filed its petition on July 25, 2018. Although a period of 20 months elapsed between the time the employer provided notice to the IUOE and the filing of the petition, the record demonstrates that the parties engaged in discussions concerning the HVAC crew chief position in 2017. It was not until after the parties discussed the issue at the August 2017 labor management committee meeting that the employer took steps to fill the position. Basher started work with the Port on October 2, 2017, and the IUOE filed its petition

approximately 10 months later. In between that time, the employer realized that it needed a second Marine Maintenance HVAC position, and in May 2018 it filled the HVAC technician position. The IUOE amended its petition to cover the HVAC technician position on January 24, 2019, approximately eight months after that position was filled.

Reorganization and the reassignment of duties are events that do not occur overnight, and some deference must be granted to allow an employer to make changes midstream to any reorganization that might occur. *Clark County*, Decision 11886. Furthermore, if an employer is creating new job classifications or positions, it may be necessary for the onboarding process to be completed and fully implemented so that a proper unit determination can be made. *Cf. University of Washington*, Decision 10263 (explaining the timeliness standard where an employer reallocates employees to a new job class following a reorganization).

It was reasonable for the IUOE to have not filed a petition between December 2016 and August 2017 because the HVAC crew chief position had yet to be filled and the parties engaged in discussions about the position. Furthermore, it was reasonable for the IUOE to have not filed its petition between October 2, 2017, and July 25, 2018, because it took time for the employer to fully recognize its Marine Maintenance HVAC needs, including adding a second Marine Maintenance HVAC position. The respective 10- and 8-month delays between the hiring of the HVAC crew chief and HVAC technical positions and the IUOE formally raising concerns about the bargaining unit placement of those positions was not unreasonable.

Applicable Legal Standard—Community of Interest

The determination of appropriate bargaining units is a function delegated to this agency by the legislature. *City of Richland*, Decision 279-A (PECB, 1978), *aff'd*, *International Association of Fire Fighters, Local 1052 v. Public Employment Relations Commission*, 29 Wn. App. 599 (1981), *review denied*, 96 Wn.2d 1004 (1981). The goal in making bargaining unit determinations is to group together employees who have sufficient similarities (community of interest) to indicate that they will be able to bargain effectively with their employer. *Quincy School District*, Decision 3962-A (PECB, 1993). When making bargaining unit determinations, the agency seeks to avoid fragmentation and potential work jurisdiction disputes. *King County*, Decision 6696 (PECB,

1999). Bargaining unit determinations are made on a case-by-case basis. *King County*, Decision 5910-A (PECB, 1997).

Included in this agency's authority to determine an appropriate bargaining unit is the power to modify that unit, upon request, through a unit clarification proceeding. *University of Washington*, Decision 11590, *aff'd*, Decision 11590-A; *see also Pierce County*, Decision 7018-A (PECB, 2001). Unit clarification cases are governed by the provisions of chapter 391-35 WAC. The general purpose of the unit clarification process is to provide this agency as well as the parties to a collective bargaining relationship a mechanism to make changes to an appropriate bargaining unit based upon a change of circumstances. *See, e.g., Toppenish School District*, Decision 1143-A (PECB, 1981) (outlining the procedures to remove supervisors from existing bargaining units).

If a unit clarification petition is timely, then the agency moves to the merits of the petition and determines if the petitioned-for clarification is appropriate. To assess the propriety of the unit, the Commission considers "the duties, skills, and working conditions of the employees; the history of collective bargaining; the extent of organization among the employees; the desires of the employees; and the avoidance of excessive fragmentation." RCW 41.80.070. The criteria are not applied on a strictly mathematical basis. *King County*, Decision 5910-A. Not all of the factors will arise in every case and any one factor could be more important than another, depending on the facts. *Renton School District*, Decision 379-A (EDUC, 1978), *aff'd*, *Renton Education Association v. Public Employment Relations Commission*, 101 Wn.2d 435 (1984).

Application of Standard

When the employer decided to bring the Marine Maintenance HVAC work in house, it voluntarily recognized Local 32 as the exclusive bargaining representative of the Marine Maintenance HVAC employees because the employer believed the HVAC positions shared a community of interest with that bargaining unit. The IUOE now seeks to remove the two disputed HVAC positions from Local 32's bargaining unit and have them moved to the IUOE's bargaining unit. The HVAC positions share a sufficient community of interest with Local 32's bargaining unit that does not warrant their removal. The HVAC crew chief and technician are separated from the HVAC work

group represented by the IUOE. The Aviation and Marine operating divisions are largely distinct entities and there is little overlap in duties between the two divisions. All of the IUOE's bargaining unit employees work out of the boiler and conveyor shops at the airport, and with the exception of the few members who perform boiler inspections at the four seaport buildings, they have little interaction with marine operations or the employees who work there.

The licenses obtained by the HVAC employees through Local 32's apprenticeship program on their way to achieve journeyman level status as HVAC technicians are licenses not widely held by the IUOE's bargaining unit employees, for whom similar licenses are not required for their work. The level of licensing required to achieve journeyman level status as HVAC technicians is not required for the work performed by the IUOE's bargaining unit employees. This level of licensing is offered through Local 32's apprenticeship program but not through the IUOE's program.

A significant portion of the work of plumbers involves water systems; the job in general involves work on commercial piping systems, including for gas and heating and cooling systems. The skill set and training for this work is similar to that of the HVAC crew chief and technician. Ploegman began his work with the Port as a plumber in the Local 32 unit and regularly assisted Basher with HVAC-related work at seaport facilities. The HVAC technician occasionally assists the plumbers with specific plumbing jobs. The plumber, HVAC crew chief, and HVAC technician work out of the same shop and regularly report to the same waterfront properties to conduct their work. The plumbing crew chief and HVAC crew chief report to the same manager, and the HVAC crew chief and HVAC technician are subject to the same work rules governing Marine Maintenance employees.

The history of bargaining factor is of mixed utility in assessing the merits of the petition. The evidence supports the fact that until approximately 1997, the IUOE-represented employees performed a significant portion of the HVAC-related work at both the airport and seaport

properties.⁴ For over 20 years, the IUOE did not perform any HVAC work at seaport facilities. When the Port decided to perform HVAC maintenance work at marine facilities in house, the employer assigned that work to Local 32's bargaining because that group of employees performed maintenance at all seaport facilities.

The extent of organization and fragmentation concerns weigh in favor of denying the IUOE's petition and maintaining the HVAC positions in Local 32's bargaining unit. The evidence demonstrated that the airport and seaport properties largely operate independently from one another and each of the main operating divisions has its own management structure, work rules and systems, and distinct departments, including maintenance departments in each division that operate independently from one another. All of the employees within the IUOE's bargaining unit work almost exclusively at the airport. With the exception of the few members who perform boiler inspections, most of the employees in IUOE never interact with seaport facilities or workers in Marine Maintenance.

Including two employees in Marine Maintenance in the bargaining unit represented by the IUOE creates concerns of excessive workforce fragmentation. It is true that many of the other unions with employees at the Port represent particular crafts that have employees who work in both Aviation Maintenance and Marine Maintenance. However, approximately half of the locals representing employees in one of these two divisions exclusively represent employees in only one of the two divisions, including both the IUOE and Local 32, which are only in Aviation Maintenance and Marine Maintenance, respectively. Currently all of the IUOE's 105 members are in Aviation Maintenance. Including two members from Marine Maintenance would only further fragment the workforce.

⁴ The legislature vested this agency with the authority to create or modify bargaining units. RCW 41.56.060; *City of Seattle*, Decision 2286 (PECB, 1986). Although the labor agreement between the Port and the IUOE states generally that any work contracted out by the Port is to be returned to the IUOE if it comes back in house, this agency is not bound by contractual agreements between the parties when exercising its statutory duty to determine appropriate bargaining units. *City of Richland*, Decision 279-A. Moreover, there is no evidence this language was intended to apply to work not performed by the IUOE's bargaining unit for over 20 years.

CONCLUSION

The HVAC crew chief and HVAC technician in Marine Maintenance share a community of interest with Local 32's bargaining unit. The IUOE's request to have those positions removed from Local 32's bargaining unit and moved into its bargaining unit is denied. The IUOE's petition is dismissed.

FINDINGS OF FACT

1. The Port of Seattle is a public employer within the meaning of RCW 53.18.010.
2. The International Union of Operating Engineers Local 302 is an employee organization within the meaning of RCW 53.18.010.
3. The employees in the IUOE's bargaining unit work within the Mechanical Systems section of Aviation Maintenance. Most of the employees in Mechanical Systems operate out of the boiler shop at the airport, although some work out of the conveyor shop. The director of Aviation Maintenance oversees Mechanical Systems.
4. The IUOE-represented employees who are responsible for the HVAC systems at the airport are in the mechanical utilities maintenance engineer job class, and they mostly work out of the boiler shop. Ideal candidates will possess a grade II boiler operator license, a refrigeration operator's license, a CFC universal license, and an operator-in-training (OIT) license. Journeyman level employees with at least five years of industrial experience are sought for these positions. The maintenance engineers operate, maintain, and repair the boilers, chillers, refrigeration systems, and other related equipment at the airport. The maintenance engineers also perform repairs on all HVAC equipment at the airport. The maintenance engineers do not perform installation of new HVAC systems at the airport.
5. The IUOE bargaining unit employees based out of the airport boiler shop have conducted regular checks of the boilers at four seaport properties. The boiler checks are limited to

reading and recording gauges and ensuring the boilers are operating within specification. If there are any problems with the boilers or HVAC equipment at one of the seaport buildings, the IUOE bargaining unit employees do not perform the repair work.

6. The United Association of Plumbers and Pipefitters Local 32 is an employee organization within the meaning of RCW 53.18.010.
7. The Local 32 bargaining unit consists of seven employees classified as plumbers, plumber crew chief, HVAC technician, and HVAC crew chief. All work out of the Horton Street shop.
8. The plumbers in Marine Maintenance install, maintain, and repair systems for potable water, sewer, and storm water; and they work on natural gas lines and heating systems. Marine Maintenance employees must be certified as journeyman level plumbers, requiring 8,000 documented hours working for a journeyman plumber, of which 4,000 hours must be commercial or industrial work.
9. Prior to 1997, the IUOE bargaining unit employees performed most of the HVAC-related work at both the airport and seaport properties. In 1997, the Port invoked a provision in the collective bargaining agreement that permitted it to contract out HVAC-related work at the seaport. Private contractors then performed all HVAC work at the various seaport properties for approximately 20 years. More recently, the various private contractors performing HVAC work at seaport facilities have employed members of Local 32. The work performed by the Local 32 contractors included installing, servicing, and repairing HVAC systems.
10. On December 7, 2016, the Port gave notice to the IUOE that it intended to create a new Marine Maintenance HVAC position and employ a plumber from Local 32 to fill that position. The employer decided to include this position in Local 32's bargaining unit because the employer had contracted with Local 32 employees for HVAC work at the

marine facilities and because Local 32 employees had the background and expertise in HVAC systems and plumbing.

11. During an August 9, 2017, Labor Management Committee meeting, the Port and the IUOE discussed the HVAC position.
12. On September 29, 2017, Local 32 dispatched Dan Basher to fill the HVAC position. Basher began employment with the Port on October 2, 2017.
13. HVAC workload at the waterfront continued to grow to the point where one of the Marine Maintenance plumbers was regularly reassigned to help with HVAC work. The employer decided to promote Basher to the HVAC crew chief position, and in May 2018 the employer hired CJ Ploegman into the HVAC technician position to work with Basher.
14. The HVAC crew chief and HVAC technician are primarily responsible for servicing and repairing equipment in buildings maintained by Marine Maintenance, including the buildings' HVAC systems, heat pumps, and chillers. While both Marine Maintenance HVAC employees and Aviation Maintenance HVAC employees operate and maintain HVAC systems, the Marine Maintenance HVAC employees are also trained and certified to install and repair HVAC systems.
15. The HVAC crew chief and HVAC technician are required to possess a minimum of two years of experience in HVAC maintenance and repair in a commercial facility at the apprentice level, but five years of experience at the journeyman level is preferred. Both positions perform some installation work for new systems at the waterfront; they also manage outside contractors performing similar work. The employer also requires the positions to hold certain licenses, such as a 06-A electrical license, a gas-piping license, and an environmental license.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 53.18 RCW, chapter 41.56 RCW, and chapter 391-35 WAC.
2. Based upon findings of fact 3 through 5 and 7 through 15, the employees in the HVAC crew chief and HVAC technician job classes do not share a community of interest with the IUOE's bargaining unit described in finding of fact 3.
3. Based upon findings of fact 3 through 5 and 7 through 15, the employees in the HVAC crew chief and HVAC technician job classes share a community of interest with the Local 32's bargaining unit described in finding of fact 7.

ORDER

The unit clarification petition filed by the International Union of Operating Engineers Local 302 is DISMISSED.

ISSUED at Olympia, Washington, this 27th day of August, 2019.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



MICHAEL P. SELLARS, Executive Director

This order will be the final order of the agency unless a notice of appeal is filed with the Commission under WAC 391-35-210.



RECORD OF SERVICE

ISSUED ON 08/27/2019

DECISION 13059 - PORT has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

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CASE 130775-C-18

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