

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

In the matter of the petition of:

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS LOCAL 4965

For clarification of an existing bargaining  
unit of employees of:

BENTON COUNTY FIRE DISTRICT 2

CASE 136320-C-23

DECISION 13686 - PECB

ORDER AMENDING CERTIFICATION

*Ricky Walsh*, District 7 Vice President, for the International Association of Fire  
Fighters Local 4965.

*Devon Reese*, President, for the International Association of Fire Fighters Local I-  
24.

*Dennis Bates*, Fire Chief, for the Benton County Fire District 2.

The International Association of Fire Fighters Local I-24 (Local I-24) represents a bargaining unit of nonsupervisory firefighters at the Benton County Fire District 2 (employer).<sup>1</sup> On March 17, 2023, the Local I-24 and the International Association of Fire Fighters Local 4965 (Local 4965) jointly filed a petition to transfer representation rights from the Local I-24 to the Local 4965 through an internal union transaction. The Local I-24 and Local 4965 are affiliates of the International Association of Fire Fighters (IAFF), which is a national labor organization that represents firefighters. The employer supports the petition. The parties' request to transfer representation rights from the Local I-24 to Local 4965 is granted. The parties provided evidence that the due process and continuity requirements have been met.

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<sup>1</sup> *Benton County Fire District 2, Decision 11931 (PECB, 2013).*

Local I-24 represents a bargaining unit described as “All uniformed fire fighters as defined by RCW 41.26.030 employed by Benton County Fire District 2, excluding confidential employees and the Fire Chief.” *Benton County Fire District 2*, Decision 11931 (PECB, 2013). On January 25, 2023, Local I-24 conducted an internal union election to determine whether the employees in the bargaining unit wanted to transfer representation to Local 4965 through an internal union transaction. Local I-24 and Local 4965 provided evidence that a majority of bargaining unit employees affirmatively voted to transfer representational rights to Local 4965 as the exclusive bargaining representative. After the transfer of representational rights, the scope of the bargaining unit will remain the same, the existing local leadership structure will remain intact, and any negotiated agreements will remain in effect until expiration.

## ANALYSIS

### Applicable Legal Standard

Bargaining rights may be transferred between two different locals of the same international union by means of an internal union affairs transaction. *Skagit Valley Hospital*, Decision 2509-A (PECB, 1987), *aff'd*, *Skagit Valley Hospital v. Public Employment Relations Commission*, 55 Wn. App. 348 (1989). In order for the transaction to be valid, the petitioning labor organizations must demonstrate “due process” and “continuity” requirements are satisfied. *Id*; *State – Home Care Quality Authority*, Decision 8241 (PECB, 2003).

Due process may be satisfied through a vote of the employees in the bargaining unit. The employees must be provided notice of the transfer election, given an opportunity to discuss the matter, and allowed to exercise their choice in a manner with reasonable precautions to maintain ballot secrecy. *Skagit Valley Hospital*, Decision 2509-A. Where the affected employees have been provided an opportunity to vote through an internal union election, the agency will not reject the request to transfer representation between the two entities. *Id*.

The continuity requirement, borrowed from the National Labor Relations Board (NLRB), is premised on balancing this agency’s policy against interference in union affairs with this agency’s interest and authority in preserving the integrity of representation and certification processes that

are based upon RCW 41.56.070 and .080. *Id.* Even so, the Commission treats the continuity requirement with a great deal of caution. “We will not be inclined to overturn a purported union affiliation because of lack of ‘continuity’ unless the organizational change has been so extensive that a certified bargaining representative has been displaced by a wholly different organization, or unless other, more traditional evidence exists that the successor organization lacks majority support.” *Id.*

The standards set forth in *Skagit Valley Hospital* are silent with respect to any existing collective bargaining agreement that may have been in effect at the time of transfer. Under the National Labor Relations Act, if the existing union and employer are parties to a collective bargaining agreement, then the new bargaining representative must honor that agreement until its expiration. *National Labor Relations Board v. Financial Institution Employees of America, Local 1182*, 475 U.S. 192, 203 n.10 (1986). The *Skagit Valley Hospital* decision explicitly cites to the *Financial Institution* decision and the maintenance of labor stability during these kinds of internal union transactions requires the parties to honor any existing agreement.

A request to transfer representation rights will be rejected if the parties fail to demonstrate that the due process and continuity requirements have been satisfied. A request to transfer representation rights may also be rejected if other, more traditional evidence exists that the successor organization lacks majority support. *Id.*

#### Application of Standard

Bargaining rights will be transferred from Local I-24 to Local 4965 through an internal union transaction. Both Locals are of the same national organization, the IAFF. The due process requirement has been met. Local I-24 to Local 4965 demonstrated that the bargaining unit employees were permitted an opportunity to vote on the transfer of bargaining rights from Local I-24 to Local 4965, and the employees affirmatively voted in favor of the transfer. After the transfer, the structure of the bargaining unit will remain unchanged, the existing local leadership structure will remain intact, and any negotiated agreements will remain in effect. Accordingly, the existing certification is amended to reflect that Local 4965 is now the exclusive bargaining representative.

FINDINGS OF FACT

1. The Benton County Fire District 2 is a public employer within the meaning of RCW 41.56.030(13).
2. The International Association of Fire Fighters Local I-24 (Local I-24) is a bargaining representative within the meaning of RCW 41.56.030(2). The Local I-24 is a local of the International Association of Fire Fighters (IAFF).
3. The International Association of Fire Fighters Local 4965 (Local 4965) is a bargaining representative within the meaning of RCW 41.56.030(2). The Local 4965 is a local of the IAFF.
4. Local I-24 represents a bargaining unit of nonsupervisory bargaining unit of employees at the Benton County Fire District 2 that is described as “All uniformed fire fighters as defined by RCW 41.26.030 employed by Benton County Fire District 2, excluding confidential employees and the Fire Chief.”
5. On March 17, 2023, the Local I-24 and Local 4965 jointly filed a unit clarification petition seeking to transfer representation of the nonsupervisory bargaining unit to the Local 4965.
6. The Local I-24 and Local 4965 are locals of the International Association of Fire Fighters, which is a national labor organization that represents firefighters.
7. The employer supports the petition.
8. On January 25, 2023, Local I-24 conducted an internal union election to determine whether the employees in the bargaining unit wanted to transfer representation to the Local 4965 through an internal union transaction. Local I-24 and Local 4965 provided evidence that a majority of employees in the nonsupervisory bargaining unit affirmatively voted to transfer representational rights to the Local 4965 as the exclusive bargaining representative.

9. Local 4965 provided evidence demonstrating that the structure of the bargaining unit will remain unchanged, the existing local leadership structure will remain intact, and any negotiated agreements will remain in effect until expiration.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to chapter 41.56 RCW.
2. Based upon findings of facts 6, 7, and 8, the due process requirement was met when employees in the nonsupervisory bargaining unit affirmatively voted on the transfer of bargaining rights to Local 4965.
3. Based upon findings of fact 6, 7, and 9, the continuity requirement was met when the Local 4965 agreed that the scope of the bargaining unit would remain unchanged, the existing local leadership structure would remain intact, and any negotiated agreements would remain in effect following the transfer of bargaining rights.

ORDER

Representation rights of employees are transferred to the International Association of Fire Fighters Local 4965 for a bargaining unit described as:

All uniformed firefighters as defined by RCW 41.26.030 employed by Benton County Fire District 2, excluding confidential employees and the Fire Chief.

ISSUED at Olympia, Washington, this 7th day of July, 2023.

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

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ISSUED ON 07/07/2023

DECISION 13686 - PECB has been served by mail and electronically by the Public Employment Relations Commission to the parties and their representatives listed below.

BY: DEBBIE BATES

CASE 136320-C-23

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