

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

UNITED ASSOCIATION OF PLUMBERS
AND PIPEFITTERS LOCAL 32,

Complainant,

vs.

CITY OF SEATTLE,

Respondent.

CASE 138310-U-24

DECISION 13813 - PECB

ORDER OF DISMISSAL

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

Kelsey Papst, Assistant City Attorney, for the City of Seattle.

On January 30, 2024, United Association of Plumbers and Pipefitters Local 32 (union) filed an unfair labor practice complaint against the City of Seattle (employer). The complaint was reviewed under WAC 391-45-110.¹ A deficiency notice issued on February 29, 2024, notified the union that a cause of action could not be found at that time. The union was given a period of 21 days in which to file and serve an amended complaint or face dismissal of the case.

No further information has been filed by the union. The Unfair Labor Practice Administrator dismisses the complaint for failure to state a cause of action.

¹ At this stage of the proceedings, all of the facts alleged in the complaint or amended complaint are assumed to be true and provable. The question at hand is whether, as a matter of law, the complaint states a claim for relief available through unfair labor practice proceedings before the Public Employment Relations Commission.

ISSUE

The complaint alleges the following:

Employer refusal to bargain in violation of RCW 41.56.140(4) [and if so, derivative interference in violation of RCW 41.56.140(1)] within six months of the date the complaint was filed, by breaching its good faith bargaining obligations by delaying or failing to make backpay or retro payments to bargaining unit employees.

The union was provided an opportunity to correct the deficiencies. The union did not file an amended complaint. The complaint is dismissed because it lacks facts alleging a good faith bargaining violation.

BACKGROUND

The United Association of Plumbers and Pipefitters Local 32 (union) represents an unidentified bargaining unit at the City of Seattle (employer). The union and employer are parties to a collective bargaining agreement. The parties completed negotiations for a successor collective bargaining agreement on or about May 19, 2023. The successor agreement provided for 2022 and 2023 backpay and retroactive pay for members. On May 31, 2023, the union ratified the successor agreement. On September 25, 2023, the employer ratified the successor agreement.

Following ratification, the employer paid the 2022 and 2023 backpay and retro pay in three batches. The employer paid the 2022 backpay to the bargaining unit members on or about October 20, 2023. On or about November 3, 2023, the employer paid the 2023 backpay to the bargaining unit members. On or about December 15, 2023, the employer paid the 2022 and 2023 retro pay to the bargaining unit members. The employer allegedly did not communicate to the union about the dates the payments would be made, explain that the payments would come in three batches, make payment on unidentified dates originally provided, or provide information that the union could provide to the membership regarding the timing of the payments.

Allegedly the employer has failed to make wage adjustments effective January 1, 2024, and is unable to provide information to the union about when the membership can expect the wage adjustments.

ANALYSIS

Good Faith Bargaining

Applicable Legal Standard

The duty to bargain requires a public employer and the exclusive bargaining representative to bargain in good faith over grievance procedures, wages, hours, and working conditions. RCW 41.56.030(4). The obligation to bargain in good faith encompasses a duty to engage in full and frank discussions on disputed issues and a duty to explore possible alternatives that may achieve a mutually satisfactory accommodation of the interests of both the employer and the employees. *University of Washington*, Decision 11414-A (PSRA, 2013).

In determining whether an unfair labor practice has occurred, the totality of the circumstances must be analyzed. *Walla Walla County*, Decision 2932-A (PECB, 1988); *City of Mercer Island*, Decision 1457 (PECB, 1982). A party that fails or refuses to bargain in good faith on a mandatory subject of bargaining commits an unfair labor practice. RCW 41.56.140(4) and (1) and RCW 41.56.150(4) and (1). A finding that a party has refused to bargain in good faith is predicated on a finding of bad faith bargaining in regard to mandatory subjects of bargaining. *See Spokane School District*, Decision 310-B (EDUC, 1978). What may be reasonable conduct in one case may not be reasonable in another. *City of Clarkston*, Decision 3246 (PECB, 1989).

Application of Standard

The union was provided an opportunity to correct the deficiencies. The union did not file an amended complaint or withdraw the deficient complaint. The complaint lacks facts necessary to allege a good faith bargaining violation. A violation of bad faith requires the following elements: (1) the union is the exclusive bargaining representative, (2) the union requested negotiations on a collective bargaining agreement or an issue that was a mandatory subject of bargaining under the

law, and the employer engaged in specific conduct and/or a course of conduct designed to frustrate the collective bargaining process.

The complaint alleges the union represents a bargaining unit at the employer. The complaint alleges the parties engaged in negotiations for a successor agreement. The complaint also alleges that the parties ratified the successor agreement. The complaint alleges that the employer engaged in bad faith when it implemented the successor agreement as it relates to backpay and retro pay. The implementation occurred after the ratification of the successor agreement. There are no facts alleging the union requested to negotiate about the implementation of the successor agreement related to backpay or retro pay. Because the complaint lacks facts necessary to allege a good faith bargaining violation, the complaint must be dismissed.

ORDER

The complaint charging unfair labor practices in the above-captioned matter is DISMISSED for failure to state a cause of action.

ISSUED at Olympia, Washington, this 12th day of April, 2024.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in blue ink that reads "Emily K. Whitney". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

EMILY K. WHITNEY, Unfair Labor Practice Administrator

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.



RECORD OF SERVICE

ISSUED ON 04/12/2024

DECISION 13813 - 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 138310-U-24

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