STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

KING COUNTY, Employer.	
MARIE SANTIL, Complainant, vs. AMALGAMATED TRANSIT UNION LOCAL 587, Respondent.	CASE 142026-U-25 DECISION 14201 - PECB ORDER GRANTING MOTION FOR SUMMARY JUDGMENT

Marie Santil, the complainant.

Munia Jabbar and *Jack N. Miller*, Attorneys at Law, Frank Freed Subit & Thomas LLP, for the Amalgamated Transit Union Local 587.

Marie Santil, a King County Metro (Metro or employer) employee and bargaining unit member of Amalgamated Transit Union (ATU) Local 587 (union), filed an amended complaint against the union. PERC issued a cause of action statement for alleged union interference in violation of RCW 41.56.047(1)[1] as the union "refused to allow [Santil] to file a grievance."[2] The union filed a motion for summary judgment with supporting documents. Santil responded to the motion and also filed supporting documents.

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[1] The cause of action statement references RCW 41.56.150. It was issued before the legislature recently revised the code numbering.

[2] Santil's complaint and documents submitted in opposition to summary judgment allege a wide variety of other conduct by the employer and the union. WAC 391-45-270 limits this case to the issue listed in the cause of action statement.

ISSUES

1. Are there any issues of material fact that would prevent judgment in this case?
2. Did the union commit interference in violation of RCW 41.56.047(1) by refusing to allow Marie Santil to file a grievance?

The union's motion for summary judgment is granted. There are no issues of material fact in dispute that would prevent judgment. The collective bargaining agreement (CBA) under which Santil's grievance was to be filed provides that employees file initial grievances. Santil presented no facts or reasonable arguments or inferences to contradict this provision. Accordingly, since the union does not file initial employee grievances, and there are no facts or reasonable arguments or inferences before me to suggest that the union interfered with Santil's ability to file a grievance, the case is dismissed.

BACKGROUND[3]

On October 21, 2024, Santil went to the union's office and attempted to file a grievance against the employer and the union. Santil was on paid administrative leave at the time and was restricted from appearing on King County Metro bases. Santil sought advice about filling out a grievance form from union official Ken Price. Price discussed the grievance with Santil. Price told Santil she could file a grievance against the employer using the process in the CBA. Price also told Santil that while there was no mechanism to file a grievance against the union under the contract, Santil could file an unfair labor practice (ULP) complaint with PERC against the union. Santil denies that Price told her she could file a ULP complaint.

The grievance form Price and Santil discussed (Santil Ex. H) was on union letterhead and contains space for a union representative signature and a member signature immediately below an authorization allowing the union to act on the member's behalf and the employer to release information to the union. Santil asked Price to sign the grievance. Price refused to sign the

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[3] The facts relayed below are primarily from documents filed by Santil, including the complaint and declaration in opposition to the motion for summary judgment. The union disputes some of these facts.

grievance, stating that because the grievance was partially against the union, the situation was "tangled." Santil asked for a list of union stewards who might sign the grievance. Price refused to give Santil such a list and advised Santil to go to a Metro base to file the grievance with an appropriate employer representative. Santil told Price she was prohibited from accessing Metro bases. Santil asked Price whether she could mail or email the grievance for a union signature. Price told her no one would sign the grievance. Santil later obtained assistance from a former union steward.

The CBA between the employer and the union provides that employees are to file initial grievances in writing to a "Chief/Superintendent/designee." (Price Decl. Ex. 1, at 40-42). Article 5: Grievance and Arbitration, Section 5.2 – Grievance Procedure, F, Step 1 reads,

> *Step 1 - The Employee's Base:* Within 15 calendar days of the act or knowledge of the act being grieved, the Employee shall present the written grievance to their immediate Chief/Superintendent/designee, or if their immediate Chief/Superintendent/designee is unavailable, then to any Chief/Superintendent/designee. Thereafter, the Superintendent/designee shall meet with the Employee . . .

No mention is made in the agreement regarding union involvement in the initial filing of non-discharge grievances. Following the initial filing, the employer is obligated to inform the union of the grievance, and a grievance step process begins.

ANALYSIS

Applicable Legal Standard(s)

Summary Judgment

An examiner may grant a motion for summary judgment "if the written record shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." WAC 10-08-135. "A material fact is one upon which the outcome of the litigation depends." *State – General Administration*, Decision 8087-B (PSRA, 2004) (citing *Clements v. Travelers Indemnity Co.*, 121 Wn.2d 243 (1993)). The Commission applies the same standards in ruling on motions for summary judgment as do Washington courts. *State – General Administration*, Decision 8087-B.

The party moving for summary judgment has the burden of demonstrating the absence of any genuine issue as to a material fact. "A summary judgment is only appropriate where the party responding to the motion cannot or does not deny any material fact alleged by the party making the motion. Entry of a summary judgment accelerates the decision-making process by dispensing with a hearing where none is needed." *Pierce County*, Decision 7018-A (PECB, 2001) (citing *City of Vancouver*, Decision 7013 (PECB, 2000)).

When the moving party shows that there are no genuine issues as to any material fact, the nonmoving party bears a responsibility to present evidence demonstrating that there are material facts in dispute. *City of Seattle (Seattle Police Management Association)*, Decision 12091 (PECB, 2014) , *aff'd*, Decision 12091-A (PECB, 2014). At PERC where there is no pre-hearing discovery, arguments in pleadings and briefs can also be sufficient to determine if there is a genuine issue of material fact. *Pierce County*, Decision 7018-A (citing *City of Seattle*, Decision 4687-A (PECB, 1996)).Consistent with Civil Rule 56, if the nonmoving party fails to do so, summary judgment may then be appropriate. *City of Seattle (Seattle Police Management Association),* Decision 12091, *aff'd,* Decision 12091-A; *Atherton Condominium Apartment-Owners Association Board of Directors v. Blume Development Co.*, 115 Wn.2d 506 (1990). Civil Rule 56(e) specifically states,

> When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of a pleading, but a response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If the adverse party does not so respond, summary judgment, if appropriate, shall be entered against the adverse party.

The Commission does not grant summary judgment motions lightly since doing so involves making a final determination without the benefit of a hearing. *City of Orting*, Decision 7959-A (PECB, 2003).

Union Interference

RCW 41.56.047(1) prohibits bargaining representatives from interfering, restraining, or coercing public employees in the exercise of rights protected by RCW 41.56. The Commission has found filing grievances to be a right protected under RCW 41.56. *City of Pasco*, Decision 3804-A (PECB, 1992). To prove an interference violation, the complainant must prove, by a preponderance of the

evidence, that a typical employee in similar circumstances could reasonably perceive the conduct as a threat of reprisal or force or promise of benefit related to pursuing a right protected by the collective bargaining laws. *City of Port Townsend* (Teamsters Union, Local 589), Decision 6433-B (PECB, 2000). A finding of intent is not necessary. *Id.* (citing *City of Mercer Island*, Decision 1580 (PECB, 1983)).

Application of Standard(s)

There Are No Material Facts in Dispute

The material facts in this case are that Santil attempted to file a grievance at the union office, the union refused to sign the grievance form, and the CBA provides for employee filing of initial grievances. None of these facts are in dispute.

The slight differences in the descriptions of the October 21, 2024, conversation between Santil and Price do not create an issue of material fact. In particular, Santil's denial that Price told her she could file a ULP complaint with PERC is not material, because assuming Santil is correct, this is not evidence that would support a finding that the union interfered with Santil filing the grievance. Similarly, the fact that Price explained to Santil his reasonable interpretation that the CBA did not allow a filing of a grievance against the union is not material because no reasonable person would interpret this information as interference, restraint, or coercion to not file the grievance.

Finally, Santil also appears to be arguing that the fact that she was barred by the employer from Metro bases at the time of the grievance somehow obligated the union to file it on her behalf. But the CBA says nothing about filing at Metro bases, therefore, the fact that Santil was barred is not a material fact as to whether the union interfered with her ability to file a grievance.

The Union Did Not Interfere with Santil's Ability to File a Grievance

The only allegation at issue in this case is whether the union interfered with Santil's right to file a grievance. The undisputed facts are clear that it did not. Tellingly, Santil does not allege that the union told Santil, or even suggested to her, that she could not file the grievance. In fact, Price told Santil that she could file the grievance against the employer and pointed her to the CBA. While Santil denies that Price told her about filing a ULP complaint against the union, she does not deny that Price told her how to file a grievance against the employer. The sole acts Santil relies on to

support her complaint of interference are the union's refusal to sign the release at the bottom of a grievance form and to process the grievance on Santil's behalf. But those refusals, by themselves, cannot be interference because Santil retained the right to file the grievance on her own. It was Santil's responsibility to file the grievance under the CBA. There are no facts, arguments, or inferences in the record before me showing that the union had, or assumed, any responsibility to assist Santil in that endeavor. The union did not "refuse to allow" Santil to file a grievance because it could not, and in fact, it did not.

Where the Commission has found union interference, there has been evidence that a union had an affirmative obligation and either misrepresented or refused to perform the obligation. *See City of Port Townsend (Teamsters Local 589),* Decision 6433-B (PECB, 2000) (affirming examiner who ruled that union's refusal to represent person clearly covered by CBA was interference). Unlike *City of Port Townsend,* there are no facts here that show the union had an affirmative duty to act on Santil's behalf. Nothing in the union's conduct, as described by Santil, suggests that it interfered with, restrained, or coerced Santil in filing the grievance. On these facts, I am required to dismiss the complaint.

CONCLUSION

Because there are no material facts in dispute, and it is clear from the record before me that the union did not "refuse to allow" Santil to file a grievance, the union's motion for summary judgment is granted, and the case is dismissed.

FINDINGS OF FACT

1. Marie Santil is a public employee withing the meaning of RCW 41.56.030(12).

2. Amalgamated Transit Union (ATU) Local 587 is a bargaining representative within the meaning of RCW 41.56.030(2).

3. On October 21, 2024, Marie Santil, a King County Metro employee and member of ATU Local 587 bargaining unit, went to the union's office and attempted to file a grievance against the employer and the union.

4. Santil was on paid administrative leave at the time and was restricted from appearing on King County Metro bases.

5. Santil sought advice about filling out a grievance form from union official Ken Price. Price discussed the grievance with Santil.

6. Price told Santil she could file a grievance against the employer using the process in the CBA.

7. Price also told Santil that while there was no mechanism to file a grievance against the union under the contract, Santil could file a ULP complaint with PERC against the union. Santil denies that Price told her she could file a ULP complaint.

8. The grievance form Price and Santil discussed was on union letterhead and contains a space for a union representative signature and a member signature immediately below an authorization allowing the union to act on the member's behalf and the employer to release information to the union.

9. Santil asked Price to sign the grievance.

10. Price refused to sign the grievance, stating that because the grievance was partially against the union, the situation was "tangled."

11. Santil asked for a list of union stewards who might sign the grievance.

12. Price refused to give Santil such a list and advised Santil to go to a Metro base to file the grievance with an appropriate employer representative.

13. Santil told Price she was prohibited from accessing Metro bases. Santil asked Price whether she could mail or email the grievance for union signature. Price told her no one would sign the grievance. Santil later obtained assistance from a former union steward.

14. The CBA between the employer and the union provides that employees are to file initial grievances in writing to a "Chief/Superintendent/designee."

15. No mention is made in the agreement regarding union involvement in the initial filing of non-discharge grievances. Following the initial filing, the employer is obligated to inform the union of the grievance, and a grievance step process begins.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under chapter 41.56 RCW and chapter 391-45 WAC.

2. No genuine issue of material fact exists as to whether the union refused to allow Santil to file a grievance.

3. Based on findings of fact 3-15, the union did not interfere with Santil's rights under RCW 41.56.047(1).

ORDER

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

ISSUED at Olympia, Washington, this 12th day of September, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

LOYD J. WILLAFORD, Examiner

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.