STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

ANDREW PRICE, Complainant, vs. KING COUNTY, Respondent.	CASE 143389-U-25 DECISION 14211 - PECB ORDER OF DISMISSAL

Andrew Price, complainant.

Sasha Alessi, Labor Relations Manager, for King County.

On July 28, 2025, Andrew Price (complainant) filed an unfair labor practice complaint against King County (employer). The complaint was reviewed under WAC 391-45-110.[1] A deficiency notice issued on August 26, 2025, notified Price that a cause of action could not be found at that time. Price was given a period of 21 days in which to file and serve an amended complaint or face dismissal of the case.

On August 28, 2025, Price filed an amended complaint. The unfair labor practice administrator dismisses the amended complaint for failure to state a cause of action.

ISSUES

The amended complaint alleges the following:

[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.

> Employer interference with employee rights in violation of RCW 41.56.140(1) outside the six month statute of limitations, by unidentified threats of reprisal or force or promises of benefit made to Andrew Price during Price's unidentified engagement in protected activities.
>
> 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 unilaterally changing break provisions, without providing the union with an opportunity for bargaining.

The amended complaint is dismissed. It does not include facts necessary to allege an interference violation with PERC. Additionally, individual employees do not have standing to file refusal to bargain violations.

BACKGROUND

Andrew Price (Price or complainant) is a Transit Operator working for King County Metro (employer) and is a member of the Amalgamated Transit Union Local 587 (union). The union and employer are parties to a collective bargaining agreement effective November 1, 2022, through October 31, 2025.

On September 14, 2022, Price drove a route which included deadhead legs. After nearly three hours of operating a bus, Price was provided a 12-minute layover for a break with a guaranteed minimum of eight minutes if the bus was running late. The nearest restroom was approximately 5 minutes each way, leaving insufficient time for meaningful rest or recovery. This allegedly was a violation of the collective bargaining agreement. A grievance was filed on September 19, 2022. A step three hearing was held on May 1, 2023. On May 15, 2023, the employer denied the grievance. Metro has allegedly continued the same practice under the current collective bargaining agreement, and the issue continues.

The grievance advanced to arbitration. On May 2, 2025, the union withdrew the grievance. Price was provided notice on June 27, 2025.

ANALYSIS

Timeliness

Applicable Legal Standard

There is a six-month statute of limitations for unfair labor practice complaints. "[A] complaint shall not be processed for any unfair labor practice occurring more than six months before the filing of the complaint with the commission." RCW 41.56.160(1). The six-month statute of limitations begins to run when the complainant knows or should know of the violation. *City of Bellevue*, Decision 9343-A (PECB, 2007) (citing *City of Bremerton*, Decision 7739-A (PECB, 2003)). The start of the six-month period, also called the triggering event, occurs when a potential complainant has "actual or constructive notice of" the complained-of action. *Emergency Dispatch Center*, Decision 3255-B (PECB, 1990).

Application of Standard

The complaint appears to be untimely. The complaint was filed on July 28, 2025. To be timely filed, the alleged violations needed to occur on or after January 28, 2025. The facts related to the employer's actions and the grievance filing all occurred between September 14, 2022, and May 15, 2023. The complaint asserts the union withdrew the grievance on May 2, 2025, and notified Price on June 27, 2025. While the complaint also asserts the employer is continuing the same practice that occurred in 2022 and 2023, there are no additional dates related to the employer's actions. The complaint appears to be filed untimely. Even if it is assumed the employer continued taking an action after January 28, 2025, the complaint is dismissed because it does not include facts alleging a violation that can be filed with PERC.

Interference

Applicable Legal Standard

It is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their statutory rights. RCW 41.56.140(1). The Commission recently clarified the standard for employer interference in *City of Mountlake Terrace*, Decision 11831-A (PECB, 2014). To prove interference, the complainant must prove, by a preponderance of the evidence, the employer's conduct interfered with protected employee rights. *Grays Harbor College*,

Decision 9946-A (PSRA, 2009); *Pasco Housing Authority*, Decision 5927-A (PECB, 1997), *remedy aff'd*, *Pasco Housing Authority v. Public Employment Relations Commission*, 98 Wn. App. 809 (2000). An employer interferes with employee rights when an employee could reasonably perceive the employer's actions as a threat of reprisal or force, or a promise of benefit, associated with the union activity of that employee or of other employees. *Kennewick School District*, Decision 5632-A (PECB, 1996).

An employer may interfere with employee rights by making statements, through written communication, or by actions. *Snohomish County*, Decision 9834-B (PECB, 2008); *Pasco Housing Authority*, Decision 5927-A.

The complainant is not required to demonstrate that the employer intended or was motivated to interfere with employees' protected collective bargaining rights. *City of Tacoma*, Decision 6793-A (PECB, 2000). Nor is it necessary to show that the employee involved was actually coerced by the employer or that the employer had union animus for an interference charge to prevail. *City of Tacoma,* Decision 6793-A.

Application of Standard

The complaint does not allege facts necessary to assert an interference violation. The complaint alleges Price drove a route which included deadhead legs. After nearly three hours of operating a bus Price was not provided with an appropriate break. This allegedly was a violation of the collective bargaining agreement. A grievance was filed on September 19, 2022. A step three hearing was held on May 1, 2023. On May 15, 2023, the employer denied the grievance. The union pursued arbitration until it withdrew the grievance on May 2, 2025. Metro has allegedly continued the same practice under the current collective bargaining agreement. There are no allegations that Price was engaged in protected activity, other than filing a grievance, which occurred after Price did not receive a break. Additionally, there are no allegations that Price perceived the employer took an action as a threat of reprisal or force, or a promise of benefit, associated with the union activity. Because there are no facts alleging the necessary elements for an interference violation, the complaint must be dismissed.

Refusal to Bargain – Unilateral Change

Applicable Legal Standard

An employee cannot file a unilateral change refusal to bargain complaint as an individual. *King County (Washington State Council of County and City Employees)*, Decision 7139 (PECB, 2000) (citing *Clark County*, Decision 3200 (PECB, 1989); *Enumclaw School District*, Decision 5979 (PECB, 1997)). Only the parties to the collective bargaining relationship (the union or the employer) can file a refusal to bargain ULP case. The union is the only party with standing to file and pursue refusal to bargain claims against an employer. *Spokane Transit Authority*, Decision 5742 (PECB, 1996); *City of Renton*, Decision 11046 (PECB, 2011). Unilateral change is a type of refusal to bargain case that falls under RCW 41.56.140(4). The union representing the bargaining unit that contains the complainant's job position would have to be the party filing a complaint alleging that the employer had made a unilateral change.

Application of Standard

The complaint asserts that the employer unilaterally changed the break provisions of the collective bargaining agreement. Because Price is an individual employee and not the union, Price does not have standing to file a unilateral change refusal to bargain violation with PERC. Thus, the allegations of the complaint must be dismissed.

ORDER

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

ISSUED at Olympia, Washington, this 30th day of September, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Emily K. Whitney

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 9/30/2025

DECISION 14211 - PECB has been served electronically by the Public Employment Relations Commission to the parties and their representatives listed below. If no email address was provided, a paper copy was sent to the mailing address.

BY: DEBBIE BATES

CASE 143389-U-25

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