

STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

TEAMSTERS LOCAL 117,

Complainant,

vs.

UNIVERSITY OF WASHINGTON,

Respondent.

CASE 137668-U-23

DECISION 14206 – PSRA

FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER

Eamon S. McCleery, Senior Staff Attorney, for Teamsters Local 117.

Mark Giuliano, Assistant Attorney General, Attorney General Nicholas W. Brown, for the University of Washington.

On September 27, 2023, Teamsters Local 117 (Teamsters or union) filed an unfair labor practice complaint against the University of Washington (university or employer). The complaint alleges that the employer refused to bargain in violation of RCW 41.56.045(4)¹ by contracting out Central Plaza Parking Garage security work without providing the union an opportunity to bargain.

An Unfair Labor Practice Administrator issued a cause of action statement on October 9, 2023. The undersigned was assigned as the examiner for the case on July 5, 2024, and conducted a hearing on the matter via videoconference on March 26, 2025. The parties filed post-hearing briefs to complete the record.

ISSUES

Is the union's unfair labor practice complaint timely?

¹ After the union's complaint was filed and this decision was issued, chapter 41.56 RCW was reorganized as a result of Senate Bill 5435. All references to chapter 41.56 RCW will be to the reordered sections. In this instance, RCW 41.56.140 has become RCW 41.56.045.

No, the union failed to file its unfair labor practice complaint within the statute of limitations.

BACKGROUND

The union represents a bargaining unit of fully commissioned campus police officers (police officers) at the Seattle campus of the university. The police officer's work includes patrolling the campus and effecting arrests.

One of the areas that the police officers patrol is the Central Plaza Parking Garage (garage). This is an underground garage with six levels that has multiple stairways and entrances that are open to the public. The public safety concerns in the garage include graffiti, car prowls, and drug use, including fatal overdoses. The garage has trespassers, including unhoused people.

In 2022 and early 2023, the university had a large uptick of incidents in the garage as more people experiencing homelessness slept and left human waste in the stairwells. Therefore, the police increased their patrols in the garage, and while there were some arrests, it was mostly welfare checks and asking individuals who were camping in the stairwells to leave. While the campers were usually willing to leave in the morning, before the garage became busy, they often returned at night.

In early 2023, the employer created overtime opportunities that allowed police officers to volunteer for extra hours, few of which were filled. The employer also planned physical security upgrades to the garage. Until those physical changes could be made, more patrols were needed in the garage.

The university also employed a bargaining unit of civilian campus safety responders (security guards), who do not have the ability to make arrests. Teamsters and the university had a dispute when the university reassigned the work of patrolling dormitories from the police officers to the security guards. *See University of Washington*, Decision 13483 (PSRA, 2022), *rev'd*, Decision 13483-A (PSRA, 2002).

The exclusive bargaining representative of the security guard bargaining unit is SEIU Local 925 (SEIU). On March 10, 2023, the employer emailed SEIU that there was an urgent need to establish a contract with a third party to patrol the garage. The employer also stated it would begin enhancing the security infrastructure of the garage and stairwells later in 2023.

On March 14, 2023, the employer entered a contract with a third party to supply security guards to do nighttime security checks in the garage.

On March 15, 2023, Teamsters and the employer had a labor management meeting, and the employer informed Teamsters of its plan to contract out the work. The record contains conflicting evidence about what was said at this meeting. Teamsters asserts that it informed the employer that the employer needed to bargain about the transferred work. The employer's witness only recalled that Teamsters' business representative mentioned a "red flag" regarding skimming and requested more information. Later that day, the employer forwarded its March 10 email to SEIU to Teamsters.

On March 26, 2023, the employer's police chief emailed the department's sergeants and dispatchers. This email announced that a third party had been contracted to provide security guards to work in the garage and had begun working the night before. The third-party security guards used marked vehicles that were visible in the garage.

On September 27, 2023, Teamsters filed an unfair labor practice complaint in this matter.

ANALYSIS

Applicable Legal Standards

Under RCW 41.56.051(1),² unfair labor practice complaints must be filed within six months of the alleged violation. The statute of limitations is strictly enforced. *City of Bremerton*, Decision 7739-A (PECB, 2003).

The only exception to the strict enforcement of the six-month statute of limitations is when the complainant had no actual or constructive notice of the acts or events that are the basis of the charges. *City of Pasco*, Decision 4197-A (PECB, 1994).

² Formerly RCW 41.56.160(1).

In skimming cases, the statute of limitations does not begin to run until work is actually removed from the bargaining unit. *Lake Washington School District*, Decision 11913-A (PECB, 2014). This statute of limitations analysis has been applied to contracting out cases in examiner-level decisions. See *Pierce County*, Decision 13276 (PECB, 2020).

Application of Timeliness Standard

The employer informed the union that it planned to contract out the work at the March 15 labor management meeting. The work was contracted out on March 25, 2023, when the third-party security guards began patrolling the garage. The employer was transparent about its contracting out the garage security work. On March 26, 2023, the employer's police chief sent an email to the department's dispatchers and sergeants that stated the contracted security guard had started the night before. The contracted security guards worked out of marked vehicles in the garage and were visible to anyone in the garage.

The union has argued that the statute of limitations should start when its business representatives actually learned that the contract security work had begun. As the work was contracted out on March 25, 2023, the six-month statute of limitations cutoff date was September 26, 2023. Because the complaint was filed on September 27, 2023, the union's complaint was not timely filed. The union had adequate notice that the work would be contracted out at the meeting on March 15, 2023. The employer did not obscure its decision to contract out the work, and the contracting out was done openly in the garage. In *Lake Washington School District*, Decision 11913-A, the statute of limitations was extended for skimming cases; even if that extension applies to contracting-out cases,³ the complaint is still untimely.

CONCLUSION

As the union's complaint was not timely, this unfair labor practice complaint is dismissed.

³ See *Pierce County*, Decision 13276.

FINDINGS OF FACT

1. The University of Washington (employer) is a public employer within the meaning of RCW 41.56.030(13).
2. Teamsters Local 117 (Teamsters or union) is a bargaining representative within the meaning of RCW 41.56.030(2).
3. The employer is a large public university with several campuses and hospitals and has many bargaining units.
4. On September 27, 2023, Teamsters filed an unfair labor practice complaint against the university. The complaint alleges that the employer refused to bargain by contracting out Central Plaza Parking Garage (garage) security work.
5. The union represents a bargaining unit of fully commissioned campus police officers (police officers) at the Seattle campus of the university. The police officer's work includes patrolling the campus and effecting arrests.
6. One of the areas that the police officers patrol is the underground garage with six levels that has multiple stairways and entrances that are open to the public. The public safety concerns in the garage include graffiti, car prowls, and drug use, including fatal overdoses. The garage has trespassers, including unhoused people.
7. In 2022 and early 2023, the university had a large uptick of incidents in the garage as more people experiencing homelessness slept and left human waste in the stairwells. Therefore, the police increased their patrols in the garage, and while there were some arrests, it was mostly welfare checks and asking individuals who were camping in the stairwells to leave. While the campers were usually willing to leave in the morning, before the garage became busy, they often returned at night.
8. In early 2023, the employer created overtime opportunities that allowed police officers to volunteer for extra hours, few of which were filled. The employer also planned physical

security upgrades to the garage. Until those physical changes could be made, more patrols were needed in the garage.

9. The university also employed a bargaining unit of civilian campus safety responders (security guards), who do not have the ability to make arrests. Teamsters and the university had a dispute when the university reassigned the work of patrolling dormitories from the police officers to the security guards. *See University of Washington*, Decision 13483 (PSRA, 2022), *rev'd*, Decision 13483-A (PSRA, 2002).
10. The exclusive bargaining representative of the security guard bargaining unit is SEIU Local 925 (SEIU). On March 10, 2023, the employer emailed SEIU that there was an urgent need to establish a contract with a third party to patrol the garage. The employer also stated it would be enhancing the security infrastructure of the garage and stairwells later in 2023.
11. On March 14, 2023, the employer entered a contract with a third party to supply security guards to do nighttime security checks in the garage.
12. On March 15, 2023, Teamsters and the employer had a labor management meeting, and the employer informed Teamsters of its plan to contract out the work. The record contains conflicting evidence about what was said at this meeting. Teamsters asserts that it informed the employer that the employer needed to bargain about the transferred work. The employer's witness only recalled that Teamsters' business representative mentioned a "red flag" regarding skimming and requested more information. Later that day, the employer forwarded its March 10 email to SEIU to Teamsters.
13. On March 26, 2023, the employer's police chief emailed the department's sergeants and dispatchers. This email announced that a third party had been contracted to provide security guards to work in the garage and had begun working the night before. The third-party security guards used marked vehicles that were visible in the garage. The employer was transparent about its contracting out the garage security work.
14. On September 27, 2023, Teamsters filed an unfair labor practice complaint in this matter.

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. By the actions described in findings of fact 4–14, the complaint is untimely.

ORDER

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

ISSUED at Olympia, Washington, this 17th day of September, 2025.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

A handwritten signature in blue ink, reading "Emily H. Martin". The signature is fluid and cursive, with the first name "Emily" being the most prominent part.

EMILY H. MARTIN, 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.