STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

MIKE NOLANDER, Complainant, vs. STEVENS COUNTY, Respondent.	CASE NO. 4986-U-83-859 DECISION NO. 1903 - PECB ORDER OF DISMISSAL

The complaint charging unfair labor practices was filed in the above-entitled matter on November 23, 1983. The complainant was identified as "Stevens County Sheriff's Department Employees" and the complaint was signed by Mike Nolander, using the title: "Road Deputy". Among the factual allegations of the complaint, the complainant relates that the previous agreement covering the employees provided for a $350.00 uniform allowance; that the uniform allowance was always paid in the first part of the new year; that a representative of the employer stated in bargaining that payment of the uniform allowance would be withheld until a collective bargaining agreement was executed; that the uniform allowance was in fact delayed; that no other existing conditions of employment or benefits were changed; and that the employer has interrogated employees and interfered with their rights under Chapter 41.56 RCW. Additional allegations concern discrimination against an employee by the employer. RCW 41.56.140(1), (2), and (3) and WAC 296-132-302 are cited as the bases for the complaint. Teamsters Local 690 is listed as "agent" of the complainant.

Correspondence was directed to the complainant and to the union on January 19, 1984, identifying a number of problems with the complaint as filed. In particular, the complainant was asked to clarify whether he was filing the complaint as an official of Local 690, with its authorization; it was noted that WAC 296-132-302 is no longer in effect; that a unilateral change of working conditions or benefits would state a cause of action under RCW 41.56.140(4), rather than under any of the provisions cited by the complainant; that the union, rather than an individual employee, would have to act as complainant in any "refusal to bargain" proceeding; and that the discrimination allegations were so vague as to be insufficient for processing.

The complainant responded by letter dated February 17, 1984 and filed with the Commission on February 29, 1984. In that letter he clarified that he was

filing the complaint as an individual public employee, and not as an agent or authorized representative of Teamsters Local 690. He withdrew the discrimination allegations, and asked that the Commission proceed on the unilateral change allegations of the original complaint.

RCW 41.56.080 provides that the labor organization chosen by a majority of the employees in a barganing unit shall be the exclusive bargaining representative of the employees in that bargaining unit. Appropriate bargaining units are created by agreement of the employer and labor organization, or by determination made by the Commission under RCW 41.56.060. See: City of Richland, Decision 279-A (PECB, 1978). A bargaining unit cannot be considered appropriate if it contains only one employee. Town of Fircrest, Decision 248-A (PECB, 1977). Once a bargaining unit is established and an exclusive bargaining representative is recognized or certified for that bargaining unit, a three-sided relationship is established, such that the employer deals with the employees through the union. The employer owes to that labor organization a duty to bargain in good faith prior to implementing any changes in the wages, hours or working conditions of the employees in the bargaining unit, to the exclusion of bargaining with individual employees or sub-groups of employees.

Where neither party has placed a particular benefit or contract provision on the bargaining table following expiration of a collective bargaining agreement, the employer will be obligated to keep that benefit or working condition in effect. Snohomish County, Decision 1868 (PECB, 1984). On the other hand, where an employer does place a particular benefit or contract provision at issue in bargaining, it is not necessarily obligated to continue the past practice during bargaining. Seattle School District, Decision 1803 (PECB, 1984). In either case, it is the union to which the duty to bargain in good faith is owed, and it is the union which is the party offended by a breach of the duty to bargain. In the case at hand, the union has neither authorized the filing of the charges nor intervened in support of the complainant. It is a necessary party, and its absence is fatal to the complaint.

NOW, THEREFORE, it is

ORDERED

The complaint charging unfair labor practices filed in the above-entitled matter is dismissed as failing to state a cause of action.

DATED at Olympia, Washington, this 6th day of April, 1984.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

MARVIN L. SCHURKE, Executive Director