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**SUBSTITUTE SENATE BILL 5483**

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**State of Washington**

**53rd Legislature**

**1993 Regular Session**

**By** Senate Committee on Labor & Commerce (originally sponsored by Senators Prentice, Winsley, Vognild, Wojahn, Moore, Rinehart, McAuliffe, Sutherland, Pelz and Franklin)

Read first time 03/03/93.

1 AN ACT Relating to providing for arbitration in public  
2 transportation labor negotiations; amending RCW 35.58.265, 36.57.090,  
3 and 36.57A.120; adding a new section to chapter 35.21 RCW; and  
4 prescribing penalties.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 **Sec. 1.** RCW 35.58.265 and 1965 c 91 s 1 are each amended to read  
7 as follows:

8 (1) If a metropolitan municipal corporation shall perform the  
9 metropolitan transportation function and shall acquire any existing  
10 transportation system, it shall assume and observe all existing labor  
11 contracts relating to such system and, to the extent necessary for  
12 operation of facilities, all of the employees of such acquired  
13 transportation system whose duties are necessary to operate efficiently  
14 the facilities acquired shall be appointed to comparable positions to  
15 those which they held at the time of such transfer, and no employee or  
16 retired or pensioned employee of such systems shall be placed in any  
17 worse position with respect to pension seniority, wages, sick leave,  
18 vacation or other benefits that he or she enjoyed as an employee of  
19 such system prior to such acquisition. The metropolitan municipal

1 corporation shall engage in collective bargaining with the duly  
2 appointed representatives of any employee labor organization having  
3 existing contracts with the acquired transportation system and may  
4 enter into labor contracts with such employee labor organization.

5 (2) If a collective bargaining agreement for the transportation  
6 system has not been negotiated within ninety days of the commencement  
7 of bargaining between a metropolitan municipal corporation and a labor  
8 union representing its employees, either party may demand that the  
9 issues in disagreement be submitted to a mediator to assist in  
10 negotiations. To select the mediator, both parties shall request a  
11 list of nine names from the federal mediation and conciliation service  
12 or any other organization agreed upon by both parties. Each party  
13 shall strike a name from the list until one mediator is selected. The  
14 parties shall equally share in the payment of the fees of the mediator.  
15 If an agreement has not been reached following a reasonable period of  
16 negotiations and mediation, and the mediator finds that the parties  
17 remain at an impasse, either party may demand that the issues in  
18 disagreement be submitted to an arbitration panel for a binding and  
19 final determination. To select the arbitration panel, each party shall  
20 name one person as its arbitrator member, and the two members shall  
21 jointly appoint a third arbitrator to act as the neutral chair of the  
22 panel. If the two arbitrator members cannot agree on a chair, they  
23 shall request a list of nine names from the federal mediation and  
24 conciliation service or any other organization agreed upon by both  
25 parties. Each party shall strike a name from the list until one  
26 arbitrator is selected to serve as chair. Each party shall pay the  
27 fees and expenses of its arbitrator, and the parties shall equally  
28 share in the payment of the fees of the neutral chair.

29 Among the factors which the arbitration panel shall consider are:

30 (a) The constitutional and statutory authority of the employer;

31 (b) Stipulations of the parties;

32 (c) Compensation package comparisons, economic indices, fiscal  
33 constraints, and similar factors determined by the arbitration panel to  
34 be pertinent to the case; and

35 (d) Such other factors, not confined to the foregoing, which are  
36 normally or traditionally taken into consideration in the determination  
37 of wages, hours, and conditions of employment.

38 (3) If the representative of either or both the employees under  
39 subsection (2) of this section and the employer refuse to submit to the

1 procedures set forth in subsection (2) of this section, the parties may  
2 invoke the jurisdiction of the superior court for the county in which  
3 the labor dispute exists and the court has jurisdiction to issue an  
4 appropriate order. A failure to obey the order may be punished by the  
5 court as contempt. A decision of the arbitration panel is final and  
6 binding on the parties, and may be enforced at the instance of either  
7 party or the arbitration panel in the superior court for the county  
8 where the dispute arose.

9 (4) The right of employees under subsection (2) of this section to  
10 engage in any strike, work slowdown, or stoppage is not granted. An  
11 organization recognized as the bargaining representative of the  
12 employees that willfully disobeys a lawful order of enforcement by a  
13 superior court under this subsection and subsection (3) of this  
14 section, or willfully offers resistance to the order, whether by strike  
15 or otherwise, is in contempt of court as provided in chapter 7.21 RCW.  
16 An employer that willfully disobeys a lawful order of enforcement by a  
17 superior court under subsection (3) of this section or willfully offers  
18 resistance to the order is in contempt of court as provided in chapter  
19 7.21 RCW.

20 **Sec. 2.** RCW 36.57.090 and 1974 ex.s. c 167 s 9 are each amended to  
21 read as follows:

22 (1) A county transportation authority may acquire any existing  
23 transportation system by conveyance, sale, or lease. In any purchase  
24 from a county or city, the authority shall receive credit from the  
25 county or city for any federal assistance and state matching assistance  
26 used by the county or city in acquiring any portion of such system.  
27 The authority shall assume and observe all existing labor contracts  
28 relating to such system and, to the extent necessary for operation of  
29 facilities, all of the employees of such acquired transportation system  
30 whose duties are necessary to operate efficiently the facilities  
31 acquired shall be appointed to comparable positions to those which they  
32 held at the time of such transfer, and no employee or retired or  
33 pensioned employee of such systems shall be placed in any worse  
34 position with respect to pension seniority, wages, sick leave, vacation  
35 or other benefits that he enjoyed as an employee of such system prior  
36 to such acquisition. The authority shall engage in collective  
37 bargaining with the duly appointed representatives of any employee  
38 labor organization having existing contracts with the acquired

1 transportation system and may enter into labor contracts with such  
2 employee labor organization.

3 (2) If a collective bargaining agreement for the transportation  
4 system has not been negotiated within ninety days of the commencement  
5 of bargaining between a county transportation authority and a labor  
6 union representing its employees, either party may demand that the  
7 issues in disagreement be submitted to a mediator to assist in  
8 negotiations. To select the mediator, both parties shall request a  
9 list of nine names from the federal mediation and conciliation service  
10 or any other organization agreed upon by both parties. Each party  
11 shall strike a name from the list until one mediator is selected. The  
12 parties shall equally share in the payment of the fees of the mediator.  
13 If an agreement has not been reached following a reasonable period of  
14 negotiations and mediation, and the mediator finds that the parties  
15 remain at an impasse, either party may demand that the issues in  
16 disagreement be submitted to an arbitration panel for a binding and  
17 final determination. To select the arbitration panel, each party shall  
18 name one person as its arbitrator member, and the two members shall  
19 jointly appoint a third arbitrator to act as the neutral chair of the  
20 panel. If the two arbitrator members cannot agree on a chair, they  
21 shall request a list of nine names from the federal mediation and  
22 conciliation service or any other organization agreed upon by both  
23 parties. Each party shall strike a name from the list until one  
24 arbitrator is selected to serve as chair. Each party shall pay the  
25 fees and expenses of its arbitrator, and the parties shall equally  
26 share in the payment of the fees of the neutral chair.

27 Among the factors which the arbitration panel shall consider are:

28 (a) The constitutional and statutory authority of the employer;

29 (b) Stipulations of the parties;

30 (c) Compensation package comparisons, economic indices, fiscal  
31 constraints, and similar factors determined by the arbitration panel to  
32 be pertinent to the case; and

33 (d) Such other factors, not confined to the foregoing, which are  
34 normally or traditionally taken into consideration in the determination  
35 of wages, hours, and conditions of employment.

36 (3) If the representative of either or both the employees under  
37 subsection (2) of this section and the employer refuse to submit to the  
38 procedures set forth in subsection (2) of this section, the parties may  
39 invoke the jurisdiction of the superior court for the county in which

1 the labor dispute exists and the court has jurisdiction to issue an  
2 appropriate order. A failure to obey the order may be punished by the  
3 court as contempt. A decision of the arbitration panel is final and  
4 binding on the parties, and may be enforced at the instance of either  
5 party or the arbitration panel in the superior court for the county  
6 where the dispute arose.

7 (4) The right of employees under subsection (2) of this section to  
8 engage in any strike, work slowdown, or stoppage is not granted. An  
9 organization recognized as the bargaining representative of the  
10 employees that willfully disobeys a lawful order of enforcement by a  
11 superior court under this subsection and subsection (3) of this  
12 section, or willfully offers resistance to the order, whether by strike  
13 or otherwise, is in contempt of court as provided in chapter 7.21 RCW.  
14 An employer that willfully disobeys a lawful order of enforcement by a  
15 superior court under subsection (3) of this section or willfully offers  
16 resistance to the order is in contempt of court as provided in chapter  
17 7.21 RCW.

18 **Sec. 3.** RCW 36.57A.120 and 1975 1st ex.s. c 270 s 22 are each  
19 amended to read as follows:

20 (1) If a public transportation benefit area shall acquire any  
21 existing transportation system, it shall assume and observe all  
22 existing labor contracts relating to such system and, to the extent  
23 necessary for operation of facilities, all of the employees of such  
24 acquired transportation system whose duties are necessary to operate  
25 efficiently the facilities acquired shall be appointed to comparable  
26 positions to those which they held at the time of such transfer, and no  
27 employee or retired or pensioned employee of such systems shall be  
28 placed in any worse position with respect to pension seniority, wages,  
29 sick leave, vacation or other benefits that he or she enjoyed as an  
30 employee of such system prior to such acquisition. The public  
31 transportation benefit area authority shall engage in collective  
32 bargaining with the duly appointed representatives of any employee  
33 labor organization having existing contracts with the acquired  
34 transportation system and may enter into labor contracts with such  
35 employee labor organization.

36 (2) If a collective bargaining agreement for the transportation  
37 system has not been negotiated within ninety days of the commencement  
38 of bargaining between a public transportation benefit area and a labor

1 union representing its employees, either party may demand that the  
2 issues in disagreement be submitted to a mediator to assist in  
3 negotiations. To select the mediator, both parties shall request a  
4 list of nine names from the federal mediation and conciliation service  
5 or any other organization agreed upon by both parties. Each party  
6 shall strike a name from the list until one mediator is selected. The  
7 parties shall equally share in the payment of the fees of the mediator.  
8 If an agreement has not been reached following a reasonable period of  
9 negotiations and mediation, and the mediator finds that the parties  
10 remain at an impasse, either party may demand that the issues in  
11 disagreement be submitted to an arbitration panel for a binding and  
12 final determination. To select the arbitration panel, each party shall  
13 name one person as its arbitrator member, and the two members shall  
14 jointly appoint a third arbitrator to act as the neutral chair of the  
15 panel. If the two arbitrator members cannot agree on a chair, they  
16 shall request a list of nine names from the federal mediation and  
17 conciliation service or any other organization agreed upon by both  
18 parties. Each party shall strike a name from the list until one  
19 arbitrator is selected to serve as chair. Each party shall pay the  
20 fees and expenses of its arbitrator, and the parties shall equally  
21 share in the payment of the fees of the neutral chair.

22 Among the factors which the arbitration panel shall consider are:

23 (a) The constitutional and statutory authority of the employer;

24 (b) Stipulations of the parties;

25 (c) Compensation package comparisons, economic indices, fiscal  
26 constraints, and similar factors determined by the arbitration panel to  
27 be pertinent to the case; and

28 (d) Such other factors, not confined to the foregoing, which are  
29 normally or traditionally taken into consideration in the determination  
30 of wages, hours, and conditions of employment.

31 (3) If the representative of either or both the employees under  
32 subsection (2) of this section and the employer refuse to submit to the  
33 procedures set forth in subsection (2) of this section, the parties may  
34 invoke the jurisdiction of the superior court for the county in which  
35 the labor dispute exists and the court has jurisdiction to issue an  
36 appropriate order. A failure to obey the order may be punished by the  
37 court as contempt. A decision of the arbitration panel is final and  
38 binding on the parties, and may be enforced at the instance of either

1 party or the arbitration panel in the superior court for the county  
2 where the dispute arose.

3 (4) The right of employees under subsection (2) of this section to  
4 engage in any strike, work slowdown, or stoppage is not granted. An  
5 organization recognized as the bargaining representative of the  
6 employees that willfully disobeys a lawful order of enforcement by a  
7 superior court under this subsection and subsection (3) of this  
8 section, or willfully offers resistance to the order, whether by strike  
9 or otherwise, is in contempt of court as provided in chapter 7.21 RCW.  
10 An employer that willfully disobeys a lawful order of enforcement by a  
11 superior court under subsection (3) of this section or willfully offers  
12 resistance to the order is in contempt of court as provided in chapter  
13 7.21 RCW.

14 NEW SECTION. Sec. 4. A new section is added to chapter 35.21 RCW  
15 to read as follows:

16 (1) If a collective bargaining agreement for a city's public  
17 passenger transportation system has not been negotiated within ninety  
18 days of the commencement of bargaining between a city and a labor union  
19 representing its public passenger transportation system employees,  
20 either party may demand that the issues in disagreement be submitted to  
21 a mediator to assist in negotiations. To select the mediator, both  
22 parties shall request a list of nine names from the federal mediation  
23 and conciliation service or any other organization agreed upon by both  
24 parties. Each party shall strike a name from the list until one  
25 mediator is selected. The parties shall equally share in the payment  
26 of the fees of the mediator. If an agreement has not been reached  
27 following a reasonable period of negotiations and mediation, and the  
28 mediator finds that the parties remain at an impasse, either party may  
29 demand that the issues in disagreement be submitted to an arbitration  
30 panel for a binding and final determination. To select the arbitration  
31 panel, each party shall name one person as its arbitrator member, and  
32 the two members shall jointly appoint a third arbitrator to act as the  
33 neutral chair of the panel. If the two arbitrator members cannot agree  
34 on a chair, they shall request a list of nine names from the federal  
35 mediation and conciliation service or any other organization agreed  
36 upon by both parties. Each party shall strike a name from the list  
37 until one arbitrator is selected to serve as chair. Each party shall

1 pay the fees and expenses of its arbitrator, and the parties shall  
2 equally share in the payment of the fees of the neutral chair.

3 Among the factors which the arbitration panel shall consider are:

4 (a) The constitutional and statutory authority of the employer;

5 (b) Stipulations of the parties;

6 (c) Compensation package comparisons, economic indices, fiscal  
7 constraints, and similar factors determined by the arbitration panel to  
8 be pertinent to the case; and

9 (d) Such other factors, not confined to the foregoing, which are  
10 normally or traditionally taken into consideration in the determination  
11 of wages, hours, and conditions of employment.

12 (2) If the representative of either or both the employees under  
13 subsection (1) of this section and the employer refuse to submit to the  
14 procedures set forth in subsection (1) of this section, the parties,  
15 may invoke the jurisdiction of the superior court for the county in  
16 which the labor dispute exists and the court has jurisdiction to issue  
17 an appropriate order. A failure to obey the order may be punished by  
18 the court as contempt. A decision of the arbitration panel is final  
19 and binding on the parties, and may be enforced at the instance of  
20 either party or the arbitration panel in the superior court for the  
21 county where the dispute arose.

22 (3) The right of employees under subsection (1) of this section to  
23 engage in any strike, work slowdown, or stoppage is not granted. An  
24 organization recognized as the bargaining representative of the  
25 employees that willfully disobeys a lawful order of enforcement by a  
26 superior court under this subsection and subsection (2) of this  
27 section, or willfully offers resistance to the order, whether by strike  
28 or otherwise, is in contempt of court as provided in chapter 7.21 RCW.  
29 An employer that willfully disobeys a lawful order of enforcement by a  
30 superior court under subsection (2) of this section or willfully offers  
31 resistance to the order is in contempt of court as provided in chapter  
32 7.21 RCW.

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