STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

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| SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 120, | ) | CASE 8902-U-90-1959 |
| Complainant, | ) | DECISION 4358 - PECB |
| vs. | ) | |
| STEVENS MEMORIAL HOSPITAL, | ) | FINDINGS OF FACT, CONCLUSIONS OF LAW |
| Respondent. | ) | AND ORDER |

Schwerin, Burns, Campbell & French, by John Burns, Attorney at Law, appeared on behalf of the complainant.

Foster, Pepper & Shefelman, by P. Stephen DiJulio, Attorney at Law, appeared on behalf of the respondent.

On November 19, 1990, Service Employees International Union, Local 120, filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that Stevens Hospital had violated RCW 41.56.140(1), (2), and (4). The union filed an amended statement of facts on December 6, 1990; a second amended statement of facts on January 17, 1991; and a third amended statement of facts on October 10, 1991. A hearing was held in Kirkland, Washington, on February 25, 1992, before Examiner Jack T. Cowan. The parties submitted post-hearing briefs.

## BACKGROUND

Located in Edmonds, Washington, Stevens Memorial Hospital is a large and complex hospital facility operated by Snohomish County Public Hospital District 2. As a "tax district hospital", the hospital is a "public employer" subject to the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW.

The employer has about 1200 employees, who are subdivided into three categories, as follows:

* Service Employees International Union (SEIU), Local 120, is the exclusive bargaining representative for some 120 employees working in the housekeeping, nutrition and food service, central service, respiratory care, and pharmacy departments.[1]

* District 1199 NW, National Union of Hospital and Health Care Employees, SEIU, AFL-CIO, has represented some 360 registered nurses at the hospital since 1990.[2]

* Approximately 720 other employees of Stevens Hospital have not organized for the purposes of collective bargaining.

Over the years, the employer has offered its employees a group insurance package which encompassed multiple insurance carriers selected by the employer. An "Employee Handbook" published by the employer explained that employer-paid medical, surgical and hospital benefits were available for all full-time employees. Part-time employees who worked a stated minimum numbers of hours were also eligible for those benefits. Eligible family members could be included in those benefit plans, with the premiums for such coverage deducted from the employee's paycheck. Each autumn, the employer conducted what was known as a "benefits fair", during which the employees were given an opportunity to select or switch insurance carriers.

During contract negotiations between the employer and Local 120 in the autumn of 1988, the union sought an expansion of the employer-paid health insurance benefits to cover spouses and dependents of employees, and also proposed that additional compensation be paid

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[1] The origins and duration of this bargaining relationship cannot be determined from the evidence in this record.

[2] Prior to 1990, the employer's registered nurses had been represented by the Washington State Nurses Association. District 1199 NW was certified by the Commission following a representation election.

for weekend work. The employer rejected those proposals, however.[3] The contract language resulting from those negotiations was:

ARTICLE VIII - HOURS OF WORK

Section 1. The normal work day shall consist of eight hours work to be completed within eight and one-half (8 1/2) consecutive hours.

Section 2. The normal work period shall consist of eighty (80) hours within a fourteen (14) day period or forty (40) hours of work within a seven (7) day period. For purposes of administration, the normal work period will begin on Saturday night at midnight.

Section 3. When mutually agreeable to the Employer and the employee, a normal work day may consist of ten (10) hours when the work week schedule is based on four (4) ten (10) hour days. Other innovative work schedules may be established by the Employer with the consent of the employee involved. Where work schedules other than the eight hour day work schedules are utilized, the Employer shall have the right to revert back to the eight hour day schedule or the work schedule which was in effect immediately prior to the alternative work schedule after two (2) weeks advance notice to employees.

Section 4. Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work day or normal work period. All overtime must be approved by supervision.

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[3] There is indication in the record of the employer having insisted upon maintaining a uniform benefit level for everyone working at the hospital. Other evidence discloses, however, that the employer's registered nurses were entitled to premium pay for weekend work, and that the employer's unrepresented part-time employees were eligible to obtain insurance coverage for their dependents at a lower threshold of hours worked than was required for employees represented by Local 120.

ARTICLE XIII - MEDICAL AND OTHER BENEFITS

> Section 1. Beginning the first of the month following ninety (90) days of continuous employment, all full-time employees and part-time employees regularly scheduled to work twenty-four (24) or more hours per week shall be included under and covered by the Employer's group insurance plan providing medical, surgical and hospital insurance benefits with the employees premiums to be paid by the Employer. Subject to Plan requirements and procedures, an employee may obtain dependent (spouse, child) medical insurance coverage to be paid by the employee.
>
> ...
> Section 8. In the event the Employer modifies any of its current plans or provides an alternative plan(s) as provided for in this Article, the Employer will notify and at the Union's request, discuss proposed plan changes prior to implementation.

The contract signed by the parties on January 30, 1989 covered the period from January 1, 1989 through December 31, 1991.

In 1990, the employer entered into collective bargaining for its initial contract with District 1199 NW for the registered nurses bargaining unit. It appears that both employer-paid benefits and premium pay for weekend work were at issue in those negotiations.

At the benefits fair held on October 31, 1990, the employer announced a new benefit package for its unrepresented employees. That announcement to non-contract employees stated, in part:

> The hospital is extremely pleased to announce the expansion of its excellent benefit package effective January 1, 1991. The additional benefits include **weekend premium pay** and medical insurance premium assistance. All employees not covered by a labor contract will receive weekend premium pay. Also, non-contact [sic] employees assigned a .9 or 1.0 FTE status will receive **medical insurance depen-**

> **dent coverage contributions** from the hospital to help pay for their family medical coverage. Stevens is the first community hospital in the Seattle area to offer this benefit to it's employees!
>
> [Emphasis by **bold** supplied.]

Open enrollment for that new benefits package covered the period from November 1 through November 30, 1990. The new plan was to go into effect on January 1, 1991. The weekend premium pay and employer-paid medical coverage for dependents were beyond those benefits contained in the collective bargaining agreement between the employer and Local 120.

Local 120 had earlier heard rumors of a new benefit offering to be presented to the unrepresented employees. In attempting to learn more about that offering, the union's business agent talked with the employer's human resources director, and asked to bargain both the benefit changes and the exclusion of the represented employees before the new offering went into effect. The employer declined, stating the hospital did not have to bargain with the union over changes in unrepresented employee benefits which did not impact working conditions of bargaining unit employees.[4]

On November 6, 1990, the business agent for Local 120 again asked for bargaining on the benefits changes, and requested information to help her evaluate the scope and impact of the changes on the bargaining unit. That request included the following:

> To bargain over what was perceived to be unilateral changes in the wages and working conditions of its members.
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> To bargain over an annual increase in dependent coverage premiums paid by the employee.

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[4] Apparently, the employer felt no immediate need to bargain these issues, since its contract with Local 120 did not expire for another 13 months.

> Delivery of cost analyses, feasibility studies and comparison tables utilized in the decision to provide the benefits to non-contract employees.
>
> Itemization of all unit members under each insurance plan, a list of those paying dependent coverage and the number of dependents covered.

That union request was not the subject of any response by the employer at that time. Local 120 filed this unfair labor practice case with the Commission on November 14, 1990.

The first amended statement of facts filed on December 7, 1990, alleged that the employer had threatened unilateral changes of benefits in response to an "increased pace of unionization" at the hospital, and had refused to provide requested information needed by the union for collective bargaining.

The union's request for information was repeated in a letter to the employer dated January 7, 1991. In a letter dated January 15, 1991, the employer declined to provide the requested information.

The second amended statement of facts, filed on January 22, 1991, generally re-stated the allegations contained in the first amended complaint.

The employer and District 1199 NW eventually signed a contract for the registered nurses bargaining unit which provided, in part:

> ARTICLE 7 - HOURS OF WORK AND OVERTIME
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> ...
>
> 7.8 Weekends. ... In the event a nurse works two successive weekends, all **time worked on the second weekend shall be paid at the rate of time and one-half** (1-1/2) the regular rate of pay. The third regularly scheduled weekend shall be paid at the nurse's regular rate of pay.
>
> ...

ARTICLE 12 - MEDICAL AND INSURANCE BENEFITS

...

12.1.1 Dependent Coverage. Effective January 1, 1991, nurses assigned a .9 or 1.0 FTE shall be eligible to receive **medical insurance contributions paid by the Employer** providing the nurse makes the following monthly contributions.

| | Current Preferred Plan | New Standard Plan | Health Plus HMO |
|---|---|---|---|
| Spouse | $50 | $55 | $60 |
| Spouse + 1 Child | 70 | 80 | 80 |
| Spouse + 2 Children | 90 | 100 | 105 |
| 1 Child | 20 | 25 | 20 |
| 2 + Children | 40 | 45 | 45 |
| Overage Dependent | 50 | 55 | -- |

[Emphasis by **bold** supplied.]

The contract between the employer and District 1199 NW was signed on January 22, 1991, and was effective for the period from January 22, 1991 through January 15, 1994.

Following completion of its bargaining with District 1199 NW, the employer agreed to negotiate with Local 120. While denying any obligation to do so, the employer proposed discussion of the weekend premium pay and dependent benefits issues. Further, in an attempt to standardize its agreements with Local 120 and District 1199 NW, the employer also sought to address an extension of the contract for an additional year, a wage increase, improved sick leave benefits, and a modification of union security provisions. The union declined to negotiate any of the additional items proposed by the employer, insisting instead on negotiation of only the weekend premium pay and dependent benefits issues being proposed by the union.

Following the Executive Director's issuance of a preliminary ruling letter which questioned the sufficiency of certain of the allegations, Local 120 filed its third amended complaint in this case.

It therein clarified its "discrimination" and "refusal to bargain" allegations, and it dropped an allegation concerning an improper administration of dues checkoff.

## POSITIONS OF PARTIES

The union contends that the exclusion of bargaining unit employees from weekend premiums was unlawful discrimination. Further, the union contends the employer broke from past practice without notice, and unlawfully refused to bargain, when it provided increased benefits for its unrepresented employees. The union also alleges that a violation of the duty to bargain occurred when the employer imposed a premium increase on bargaining unit employees, without any notice or bargaining.

The employer emphasizes that there is no need to bargain when parties have a contract that is not open for bargaining. It contends that the disputed changes in insurance benefits and weekend premium applied only to employees who are not represented by Local 120. The employer also denies the union's contention of historical uniformity of benefits for all of its employees. The employer argues that the premium cost increases paid by employees did not result from employer-initiated action, but rather from rate increases imposed by the insurance companies. The employer asserts that it has no control over such rate increases.

## DISCUSSION

### The Discrimination Claim

It is clear that, after refusing to grant certain benefits requested by Local 120 in bargaining, the employer did offer those same benefits to its unrepresented employees, albeit two years

later. The union has alleged that the changes implemented by the employer were motivated as a response to an increased level of union activity among its employees.

The Commission has endorsed use of a burden-shifting analysis in deciding discrimination claims. City of Olympia, Decision 1208-A (PECB, 1982), citing with approval Wright Line, 251 NLRB 1083 (1980). The burden is initially on the union to make a prima facie showing sufficient to support an inference that the employer's actions could have been motivated by anti-union considerations.[5] If that burden is satisfied, the burden then shifts to the employer to establish that it would have taken the same action notwithstanding union activity protected by Chapter 41.56 RCW.

In this case, the union's "discrimination" claim is founded on an allegation that there was a past practice of uniformity of benefits among the employer's employees. Uniformity is a contentious issue with these parties, but the evidence does not sustain the union's claim. Instead, the record demonstrates:

* The employer implemented a new sick leave bonus policy for its unrepresented employees in 1982, while a similar benefit was not extended to the employees represented by Local 120 until it was subsequently bargained into the 1983 collective bargaining agreement between the parties.[6]

* The employer's handbook provides unrepresented part-time employees access to dependent insurance benefits at a threshold of

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[5] This is not a "just cause" exercise; a complaint charging unfair labor practices was dismissed in Whatcom County, Decision 1886 (PECB, 1984), when the complainant did not prove by substantial evidence that the employer harbored an anti-union animus.

[6] For whatever reason, the union did not challenge the 1982 disparity in benefits. Failure to do so does not constitute waiver, however, and does not preclude the union from challenging later actions by the employer. City of Wenatchee, Decision 2194 (PECB, 1985).

only 20 hours worked per week, while the contract between Local 120 and the employer requires a minimum of 24 hours per week for such benefits.

* Premium pay for weekend work had been included in earlier collective bargaining agreements with the nurses unit, but was not requested by Local 120 prior to the 1988 negotiations.

* The dependent insurance coverage provided in the collective bargaining agreement signed in January of 1991 for the nurses bargaining unit aligns somewhat with new benefit language, termed "medical premium assistance", offered the unrepresented employees in October of 1990.[7]

The duty to bargain involves negotiation of the wages, hours and working conditions of the employees within the particular bargaining unit for which the union is the exclusive bargaining representative. RCW 41.56.030(4). See, also, City of Wenatchee, Decision 2216 (PECB, 1985); City of Pasco v. PERC, 119 Wn.2d 504 (1992). The statute does not guarantee uniformity of benefits across bargaining unit lines. As has already occurred with the extension of the sick leave benefit to the bargaining unit represented by Local 120 in 1983, it is entirely possible that benefits negotiated or granted for one group of employees will be obtained by a different bargaining unit in subsequent negotiations.

The union has failed to establish that the change in benefits for the employer's unrepresented employees impacted the wages, hours or working conditions of the employees in the bargaining unit represented by Local 120. While viewed as preferential treatment

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[7] Under terms of the contract between the employer and District 1199 NW, the employer contributes an amount toward the monthly cost of dependents' medical insurance, if the nurse makes certain required contributions set forth in the agreement. The unrepresented employees are also required to make contributions, and the employer then makes up the difference between the employee contribution and the actual cost.

by Local 120, there was no loss of any working condition or benefit which was currently held by the employees it represents. Further, the employer stated that its improvement in the benefits for the majority of its overall workforce was impelled by business considerations, and the offering of similar benefits to employees of competing hospitals.

## Refusal to Bargain

The three-year agreement signed by the employer and Local 120 in 1989 presumably represented the cumulative result of good faith collective bargaining between the parties. If any unfair labor practices were committed at that time, they were not pursued under Chapter 391-45 WAC. A ratified and signed agreement, reached by consensus with consideration given, is a legal obligation between its parties for specific performance within a specified period of time.

A question of obligation appears to have prompted the employer's early hesitancy in responding to the union's request for bargaining on addition of dependent insurance and weekend premiums. The granting of added benefits to other employees took place at a time when expiration of the parties' current agreement was not to occur for another 13 months. Notwithstanding the aspirations of Local 120 to obtain improved benefits for its members, there would have been no need for further negotiation between the employer and Local 120 until the parties were ready to commence bargaining for a successor agreement.

A question of need appears to have prompted the employer's later response to the union's request for bargaining on addition of dependent insurance and weekend premiums. The employer chose to defer, pending completion of its bargaining with the organization newly-certified as exclusive bargaining representative of its only other organized employees. In its February 14, 1991 "letter of

interest" to Local 120, the employer did move to re-open its agreement with Local 120. The employer thereupon suggested a one-year extension of the current agreement, a wage increase, dependent coverage, premium pay for weekend work, revised union membership language, and revised sick leave provisions. Those proposals would have had the effect of standardizing the provisions for the two unions operating within its workforce. The record supports an inference that, after the passage of more than two years since its agreement with Local 120 was signed, the employer was finding itself at some competitive disadvantage. It cannot be faulted for sending up a trial balloon concerning a contract extension that could be of mutual benefit to the employer and Local 120.

The union's business agent testified she responded to the letter of February 14, 1991, as follows:

> I wrote to David Gravrock [the employer's labor relations consultant], and I may have had a carbon copy to Steve McCary [the hospital administrator]. I don't remember. Told him I was pleased to hear from him, that we would be happy to sit down and talk about settling the unfair labor practice charge, that the terms looked good to me, but that we were not prepared to talk about union security at this time.

Thus, there was no unqualified agreement of the parties to re-open their 1989-91 collective bargaining agreement.

On May 1, 1991, the employer proposed contract language relating to items in the "letter of interest", including changed union security language, and requested that its proposal be presented to the union membership for ballot. In a May 8, 1991 letter to the hospital administrator, the union emphasized that the union security provisions of the contract were not an item to be bought and sold. Thus, the parties again failed to reach agreement on re-opening of their 1989-91 collective bargaining agreement.

The evidence fails to support a conclusion that a "refusal to bargain" violation has occurred. The employer was not bound by past practice, contractual provision or any other legal obligation to extend additional benefits to the bargaining unit represented by Local 120, merely because they had been negotiated or unilaterally granted to other employees. While the employer did not immediately respond to the union's request for bargaining, it was not obligated to enter into bargaining at that time. When the employer did respond, the union reacted adversely to the notion that a re-opener would encompass items other than those that the union desired to bargain. In the absence of an agreement to set aside their existing collective bargaining agreement, each party in its turn reverted to that existing contract, as it was entitled to do.[8]

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[8] This record could have supported the finding of a "circumvention" violation in this case.

The hospital administrator issued a memorandum to employees in the Local 120 bargaining unit on May 6, 1991, detailing the terms of the employer's proposal for a contract extension, and mentioning the employer's request that the union allow the employees to vote on the proposal. A May 29, 1991 letter from McCary to the union included a comment that "a significant number of Local 120 members indicate to me how excited they are about the prospects outlined in the hospital's proposal".

An employer retains some free speech rights to communicate with its employees, but is not permitted to bargain directly with them. The contract was not open for negotiations, because the parties' suggestions about a reopener had passed like ships in the night. In the absence of an operative reopener, the parties' contract was binding, and the employer's communication of its mid-term proposals to bargaining unit employees could only have had the effect of holding the union up to ridicule for its reliance on that binding contract.

An employer found guilty of a "circumvention" violation will be ordered to cease and desist from such conduct, and to post notices to employees. The union's May 8, 1991 letter to the employer objected to the direct communications, but the issue was not directly pursued by the union in this case. Thus, no unfair labor practice violation is found here, or remedy ordered, on a "circumvention" claim.

## Refusal to Provide Information

The duty to bargain includes an obligation of an employer or union to provide the opposite party, upon request, with information that is relevant and necessary to the performance of its functions in the collective bargaining process. Toutle Lake School District, Decision 2474 (PECB, 1986); Pullman School District, Decision 2632 (PECB, 1987); City of Bellevue, 119 Wn.2d 373 (1992). The entitlement to receive requested information normally relates to bargaining of a new or successor agreement, or to the processing of a grievance under an existing collective bargaining agreement. Highland School District, Decision 2684 (PECB, 1987). In the instant case, a question arises as to whether the request was exploratory in nature, and was related only in a potential re-opening of the collective bargaining agreement that never materialized.

In the letter sent to the employer on November 6, 1990, the union requested information from the employer, as follows:

> So the union can correctly and completely represent the employees, I also need information about the proposals. Please forward any cost analyses that the Hospital has prepared and any background or feasibility studies on which the decision to proceed was based. Please also forward any comparisons that were made with other hospitals and any other analyses on which the decisions were based. I will also need the number of Local 120 members enrolled in each available insurance plan and a list of those who are paying dependent coverage as well as a list per plan of those people paying dependent coverage and the number of dependents covered.

Testimony of the union's business agent is helpful in determining whether that request was intended to obtain information for

bargaining of the subsequent collective bargaining agreement, or was merely related to a mid-term reopening of the current agreement to obtain certain benefits provided to unrepresented employees:

> Q You were prepared to negotiate all aspects of the collective bargaining agreement at that time?
>
> A ... I wanted to bargain the areas that were being unilaterally changed. I did not want to bargain the rest of my contract at that time.

Thus, it appears that the request for information was related only to the short-term problem of the proposed re-opener. Inasmuch as the parties never effectuated a re-opening of their 1989-91 collective bargaining agreement, it follows that there was no "bargaining" base from which the union was entitled to request the information.

An additional problem for the union lies in the scope of the request for information. The employer correctly cites Wenatchee School District, Decision 3240 (PECB, 1989), in stating that an employer is not obligated to do research or create new documents in order to comply with its duty to provide information to a bargaining representative. The employer is not compelled to provide what it doesn't have and can't reasonably create without extensive effort and/or substantial time and cost involvement. Comprehensive data requested in relation to both bargaining units also didn't exist. A blanket request made in hopes of receiving desirable information along with other unnecessary information is not within the duty imposed by collective bargaining. Wenatchee School District, supra.

Finally, some of the information requested by the union in this case related to unrepresented employees, for which the union has no right to information.

Insurance Premium Change

The premium rates for dependent insurance were increased by the insurance carriers in 1991, as they had been in previous years. The parties' collective bargaining agreement and the employee handbook both say that the employee will pay for dependent coverage, with no limits or guarantee on the premium rates. The union had not protested, challenged or questioned premium rate changes in the past.

No unilateral change is demonstrated by these facts. No insurance plan or carrier was eliminated; the level of benefits provided to bargaining unit members was not changed. Based on a past practice of premium increases for dependent coverage that had to be absorbed by the employees, the union should not have been surprised. The cost increases passed on to the employees were initiated by the insurance carriers, and there is no indication of any hidden involvement by the employer in those decisions.[9]

## FINDINGS OF FACT

1. Stevens Memorial Hospital, operated by Snohomish County Public Hospital District 2, is a public employer within the meaning of RCW 41.56.030(1).

2. Service Employees International Union, Local 120, a bargaining representative within the meaning of RCW 41.56.010(3), is the exclusive bargaining representative of certain employees of Stevens Memorial Hospital, including employees working in the

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[9] Where it was found that an employer was actually behind an insurance carrier's announcement of a change, the employer was found guilty of an unfair labor practice. Spokane County, Decision 2167, 2167-A (PECB, 1985).

housekeeping, nutrition and food service, central service, respiratory care, and pharmacy departments.

3. The employer has historically provided health care insurance benefits for certain of its employees. Collective bargaining agreements between the employer and Local 120 prior to 1988 permitted eligible dependents of qualifying employees to be included in those benefit plans, with the employee paying the premiums for such coverage.

4. Collective bargaining agreements between the employer and Local 120 prior to 1988 did not provide for any premium pay for work on weekends.

5. During contract negotiations between the employer and Local 120 in the autumn of 1988, the union proposed employer-paid health insurance for dependents of employees, and also proposed that additional compensation be paid for weekend work. The employer rejected those proposals in bargaining, and they were not included in the collective bargaining agreement signed by the parties on January 30, 1989 for the period from January 1, 1989 through December 31, 1991.

6. On October 31, 1990, the employer announced a new benefit package for its unrepresented employees which included employer-paid medical insurance coverage for dependents and premium pay for certain weekend work.

7. During or about October, 1990, Local 120 requested bargaining concerning a contract re-opener to extend employer-paid medical insurance coverage for dependents and premium pay for certain weekend work to the employees represented by Local 120. The employer declined to do so.

8. On November 6, 1990, Local 120 again asked for bargaining on the benefits changes, and requested information from which to evaluate the scope and impact of the changes on the bargaining unit. That request was not the subject of any response by the employer at that time.

9. On January 7, 1991, Local 120 renewed its request for information concerning the benefits changes it had requested to bargain. In a letter dated January 15, 1991, the employer declined to provide the requested information.

10. In January or early February of 1991, the employer completed its contract negotiations with the organization recently certified as exclusive bargaining representative of the only other bargaining unit active within the employer's workforce.

11. On February 14, 1991, the employer notified Local 120 that it was willing to re-open the parties' collective bargaining agreement for negotiations on a number of subjects. It was the intention of the employer to thereby achieve some standardization between the two labor contracts covering its employees. In addition to the dependent medical coverage and weekend pay premiums proposed for negotiations by the union, the employer sought to address an extension of the contract for an additional year, a wage increase, improved sick leave benefits, and a modification of the union security provisions.

12. Local 120 declined to negotiate any of the additional items proposed by the employer, insisting instead that any re-opening of the parties' contract should be limited to the dependent medical coverage and weekend pay premiums proposed by the union.

13. On May 1, 1991, the employer advanced detailed proposals on the subjects it desired to negotiate, and requested that the union present the proposal to a vote of its membership.

14. On May 8, 1991, the union again refused to reopen the contract on the issues proposed by the employer.

## CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter pursuant to Chapter 41.56 RCW.

2. Service Employees International Union, Local 120 and Stevens Memorial Hospital were, at all times relevant to this proceeding, parties to a valid and binding collective bargaining agreement negotiated and signed under Chapter 41.56 RCW.

3. Service Employees International Union Local 120 and Stevens Memorial Hospital failed to reach agreement on a mid-term reopening of their collective bargaining agreement in 1990 or 1991, so that the duty to bargain imposed by RCW 41.56.030(4) was contractually waived as to the subjects of medical insurance coverage for dependents and weekend pay premiums.

4. The record fails to establish a prima facie case sufficient to support an inference that the employer has discriminated against the employees in the bargaining unit represented by Local 120, by not providing employer-paid medical insurance for dependents of employees or additional compensation for weekend work, so that there has been no violation of RCW 41.56.140(1).

5. The record fails to establish that the employer made or effectuated any change of wages, hours or working conditions of employees in the bargaining unit represented by Local 120

when it passed through to employees the increased cost of medical insurance for dependents at the increased premium rates established by the insurance carriers, so that there has been no violation of RCW 41.56.140(4).

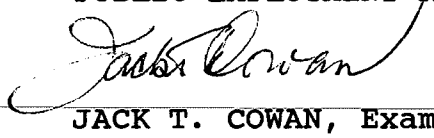
6. The record fails to establish that the employer withheld or refused to provide any requested information related to the bargaining of any issue properly open for negotiations at the time of the request, so that there has been no violation of RCW 41.56.140(1).

## ORDER

The complaint charging unfair labor practices filed in the above-entitled matter is DISMISSED.

ISSUED at Olympia, Washington, this 28th day of April, 1993.

PUBLIC EMPLOYMENT RELATIONS COMMISSION



JACK T. COWAN, Examiner

This order may be appealed by filing a petition for review with the Commission pursuant to WAC 391-45-350.