STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

WESLEY KEPHART LARRY FEJFAR FRED STARK ROSE HANSEN SANDI GARNER JEAN KNABLE JOHN ABBOTT ROBERT HOLIFIELD PAMELA LAUER, Complainants, vs. PIERCE COUNTY, Respondent.	)	CASE NOS. 4842-U-83-817 4843-U-83-818 4844-U-83-819 4845-U-83-820 4846-U-83-821 4847-U-83-822 4848-U-83-823 4849-U-83-824 4850-U-83-825 DECISION NOS. 1840-A - PECB 1847-A - PECB 1848-A - PECB 1849-A - PECB 1850-A - PECB 1851-A - PECB 1852-A - PECB 1853-A - PECB 1854-A - PECB
WESLEY KEPHART LARRY FEJFAR FRED STARK ROSE HANSEN SANDI GARNER JEAN KNABLE JOHN ABBOTT ROBERT HOLIFIELD PAMELA LAUER, Complainants, vs. TEAMSTERS, LOCAL 461,[1/] Respondents.	)	CASE NOS. 4855-U-83-827 4856-U-83-828 4857-U-83-829 4858-U-83-830 4859-U-83-831 4860-U-83-832 4861-U-83-833 4862-U-83-834 4863-U-83-835 FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Pamela Lauer, Spokesperson, appeared on behalf of the nine complainants.

William H. Griffies, Prosecuting Attorney, by Debra D. Moran and Kathryn B. Gerhardt, Deputy Prosecuting Attorneys, appeared on behalf of the respondent, Pierce County.

Davies, Roberts, Reid, Anderson and Wacker, by Herman L. Wacker and Louis B. Reinwasser, Attorneys at Law; and Hafer, Price, Rinehart and Schwerin, by Pamela G. Bradburn, Attorney at Law, appeared on behalf of the respondent, Teamsters, Local 461.

1/ Administrative notice is taken of the Commission's official records in Case No. 5511-E-84-0991 and the resulting decision, Pierce County, Decision 2209 (PECB, 1985), wherein it was held that Teamsters Local 599 is the legal successor, by merger, to Teamsters Local 461 as exclusive bargaining representative of the employees and party to the contract involved in the instant cases. Hereinafter, whenever the liability of the union is referenced, that liability extends to Teamsters Local 599. Teamsters Local 599 must comply with the order of this decision.

On September 20, 1983, nine employees of Pierce County jointly filed a complaint with the Public Employment Relations Commission (PERC) alleging that Pierce County (employer) and Teamsters, Local 461 (union) had each committed unfair labor practices. The 18 captioned cases were thereupon docketed. On February 15, 1984, in the preliminary ruling required by WAC 391-45-110, the Executive Director of PERC interpreted the complaints as objecting to: 1) the existence of the union security clause in the contract; 2) the employer's and the union's efforts to enforce the union security clause; and 3) a dispute between the employer and the union over reinitiation fees. It was concluded that, even if all the alleged facts were presumed to be true and provable, "the complaints as presently framed fall short of stating causes of action". The complainants were notified that they had 14 days to amend the complaints or the complaints would be dismissed as failing to state a cause of action. Within the required time, the complainants submitted a joint document as an amendment alleging discriminatory enforcement of the union security provision in the collective bargaining agreement. The amendments met the preliminary ruling criteria. A hearing was held on the amended complaints April 30, May 7 and June 1, 1984, before Examiner Katrina I. Boedecker. All parties submitted post-hearing briefs by September, 1984.

FACTS

The employer and the union have a collective bargaining agreement which has a duration of January 1, 1983 through December 31, 1985. The agreement contains the following provisions:

> 3.2.1 - Union Security All employees in the bargaining unit who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement. All new employees employed during the life of this Agreement shall, as a condition of employment, within thirty (30) days after the commencement of employment or the effective date of this Agreement, whichever is later, become and remain members of the Union in good standing for the duration of this Agreement, except as provided in subsection 3.2.2 of this Article.
>
> "Good standing", as used in this Article 3, shall mean that the employee has paid timely or offered to pay the uniform initiation fees and regular monthly dues uniformly required for membership in the Union.
>
> The dismissal of any employee for failure to comply with the provisions of this Article 3 shall be on written notice from the Union to the Employer and employee, setting forth the reason for his or her delinquent status and allowing thirty (30) calendar days from receipt of notice to bring his or her membership into good standing.

> 3.2.2 Those employees who, because of religious teachings of a church or religious body, may be excluded from the terms of subsection 3.2.1 of this Article; however, they shall pay an amount equal to the regular Union dues and initiation fee to a non-religious charity or other charitable organization mutually agreed upon by the public employee affected, and the bargaining representative to which such public employee would otherwise pay dues and initiation fee. The public employee shall furnish proof to the Union each month that such payment has been made to the agreed upon charitable organization. (R.C.W. 41.56.122)

The complainants are employed at the Pierce County jail. Seven are corrections officers; one is an administrative assistant.[2/] All are in the bargaining unit represented by the union.

At the time of the hearing, John Newell was secretary-treasurer of the union, Fred Van Camp was president and Percie Muncy was the bookkeeper. Van Camp testified that the union needs dues for its financial life. He stated that getting notice to members about delinquent dues had been based on a haphazard system. He further elaborated that a member was usually a "member-in-good-standing" until the member fell three months behind in dues payments. At that time the member lost his/her member-in-good-standing status and was assessed a reinitiation fee. However, the member would not have to pay dues for the three months he/she had become delinquent. None of the complainants knew of this "policy" prior to the hearing.

The record establishes that some, but not all, members of the union who fell behind in dues payments were sometimes, but not always, sent a reminder which advised of the amount of dues owed. Some of these reminders were an all-in-one type of document which was a statement of the amount owed and an addressed return envelope. In this decision this all-in-one document will be called a "bill". Newell testified that issuance of such bills was not required by the executive board or the by-laws of the local. The union also sent individualized communications, hereinafter called "letters". The union mailed some members a form-letter-notice stating the total of dues owing; the amount of a reinitiation fee; the requirement of the union by-laws to pay dues by the last business day of each month; and that the the union would make a request of the employer for termination of the member if the member did not pay or make other arrangements within 30 days. This form-letter-notice will be referred to herein as a "delinquency-notice". Sometime during 1983, each of the complainants received, through registered mail, a delinquency-notice. Each delinquency-notice was calculated using differing time lines for informing the member that he or she was falling behind in dues payments.

2/ The ninth complainant, Larry Fejfar, was not present at the hearing and no testimony was given about the allegations of his complaint. Since there was no record made on Fejfar's complaint, his cases, Nos. 4856-U-83-828 and 4843-U-83-818, will be dismissed. Thus, there is no intent to include him in this decision when reference is made hereafter to "the complainants."

Wesley Kephart had paid union dues through automatic payroll deductions until spring, 1981, at which time he cancelled his payroll deduction authorization and went on a "self-pay" status. Kephart had sent a check for $63 to the union on or about June 26, 1983, in response to a bill he had received from the union. His delinquency-notice was dated June 24, 1983, and arrived after he had mailed his dues payment. It detailed that he owed dues for April, May and June, totaling $63 and a reinitiation fee of $210. A few days later, his check for $63 was returned with a letter stating he was in arrears from December, 1982.

Sandra Garner stopped her payroll deduction for union dues effective May, 1983. She had never received any bills from the union, although she was aware of and had seen the bills that were sent to other union members. She asked her shop steward (Pamela Lauer) why no bill for dues had been sent. The steward told her the union would send one. Without ever receiving a bill, she received the delinquency-notice dated August 5, 1983, listing that she owed $21 dues for the month of August and a $210 reinitiation fee. Garner testified that at the time she received the notice, according to her records, she was exactly three months behind in dues payments - May, June and July. On August 16, 1983, she went to the union office to speak with Newell and Muncy. She questioned why she had never received a bill for dues. Newell answered that bills were just a courtesy which were sent out if Muncy had extra time. Even then, not everyone received a bill since one time Muncy might start at the beginning of the alphabet and the next time at the end of listing. Newell explained that everyone who was three months behind in dues payments received the same delinquency-notice that Garner had been mailed. Garner then attempted to pay the three months back dues (May through July). Newell refused the payment since it did not include the reinitiation fee.

Robert Holifield testified he had become delinquent in his dues payments starting May, 1983. His first and only notification of arrears was a delinquency-notice dated August 5, 1983, requiring him to pay union dues of $21 for August and a reinitiation fee of $210.

John Abbott had authorized a payroll deduction for his dues. At an unspecified time he stopped the authorization. Every two months thereafter, he received a bill from the union stating the amount of dues he owed. In January, 1983, he stopped paying dues altogether. The union sent him a delinquency-notice dated August 16, 1983, stating he was in arrears for July and August and also owed a $210 reinitiation fee.

Fred Stark stopped his payroll deduction in April, 1983. Thereafter, he received two bills. Sometime in the autumn of 1983, he received the delinquency-notice from the union stating that he owed dues for the months May through September, 1983 and a reinitiation fee of $210.

Rose Hansen had been a charter member of Local 461. She testified she was in arrears since April, 1983. The union had not sent her any bills. She received the delinquency-notice dated August 16, 1983, stating that she owed dues for July and August plus a reinitiation fee of $210.

Jean Knable is an administrative assistant in the Pierce County jail. In early August, 1983, she received the delinquency-notice that she owed $21 dues for August and a reinitiation fee of $210. She had not previously received any bills. Knable testified, without being controverted, that the $21 dues rate was erroneous and the correct rate for her dues was $19. She attempted to pay the dues in person at the union office after she received the August notice. Muncy turned down the offered dues payment and refused to sign a statement witnessing that Knable had attempted payment.

Pamela Lauer testified that her first day of employment was March 21, 1980. She had been hired during a time when the union was striking this employer, a strike which lasted from March 4, 1980 through March 22, 1980. On her first day of work, Lauer was called to the office of the sheriff's department payroll clerk, Colleen Regan. Regan handed Lauer a payroll deduction authorization card. Although disputed in the record, the testimony credibly establishes that Regan then told Lauer that she had to join the union and sign the card for union dues deductions. The date was left blank, presumably because of the strike situation. Sometime later, a date of "4-28-80" was filled in on the card by an unidentified person, other than Lauer. Lauer testified that she was a shop steward from approximately March 1 through September 1, 1983. She stopped her payroll authorization for dues deductions in April, 1983. Thereafter, she received a bill every two months, which she apparently did not pay. On or about September 2, 1983, Lauer received the delinquency-notice dated August 16, 1983, listing dues owed for July and August plus a reinitiation fee of $210.

The complainants produced three other corrections officers, not among the listed complainants, who testified to their interaction with the union concerning dues. The first of those, Christy Grimm, stopped paying union dues sometime in 1981. At the time of the hearing she had received neither a bill nor the delinquency-notice from the union. The second of those, Robert Lashbrook, had continually been sent letters indicating the dues he owed every month or two months. As an example, the letter dated August 15, 1983 states, in it entirety:

> Any member who is in arrears in dues for three (3) months shall stand automatically suspended from all rights and privileges of membership at the end of the third month.
>
> If dues in the amount of $63.00 have not been received on or before the last day of this month, we will notify your employer and ask that you be terminated until reinstatement and dues in the amount of $231.00 have been received.

The third such employee, Eleanor Abbott became employed at the jail January 10, 1984. She was informed of the union security clause in the collective bargaining agreement during a pre-employment interview. By the end of that month, she and her pastor drafted a letter to the union explaining her religious objections to paying union dues. Some five months later, at the time of the hearing, she had not received a response from the union.

In early August, 1983, jail superintendent James Caughlin and personnel department representative Dennis Marsh met with Kephart and advised him to pay his union dues. The union was notified, but refused to meet with Kephart. The following week, other complainants received the delinquency-notice similar to the one Kephart had received in June. Another meeting was called by the county at which Caughlin and Marsh, together with the county's personnel director, Kay Adkins, talked with the complainants about why they were not paying union dues. On August 24, 1983, the same county representatives held another meeting inviting the complainants, Newell and Van Camp. The county made its position clear that the complainants did not have to pay reinitiation fees. Adkins testified that this was still the county's position at the hearing.[3/]

On September 2, 1983, Caughlin met with the complainants. He told them that if each would offer to pay the back dues to the union in front of a witness and if the union refused the tender, that ended the employee's obligation. When Caughlin saw Kephart's returned check for $63, Caughlin informed Kephart he did not have to make another effort to pay the dues. At the time of the hearing, Kephart had not paid dues since December, 1982. Stark received the same response when he submitted a witnessed statement to Caughlin that Stark had attempted to pay the dues, but they were refused since there was no accompanying reinitiation fee. After this meeting, Holifield and John Abbott went to the union office to tender their dues and those of Hansen. The union rejected all three dues offers. Knable and Gardner also had their payment offers of dues only refused by the union in early September. Lauer was on leave of absence, but was aware of the employer's position.

At a September union executive board meeting, Van Camp presented the county's position that the union did not have the right to reinitiation fees. Van Camp testified that the union chose to waive the reinitiation fees and substitute the claim for the first three-months' dues which the member owed. In mid-September, 1983, the union posted on the employees' bulletin board a three-point settlement offer from the union's executive board. First, it

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3/ Previously, in a December 28, 1982 letter from Sheriff Lyle Smith to Newell, Smith had asserted that the failure to pay reinitiation fees would not cause a member to lose "good standing" from the employer's point of view.

waived the reinitiation fees through the close of business September 30, 1983; second, it required all delinquent members to pay, by September 30, 1983, back dues for every month missed (detailing the months for each employee) along with an assessed late charge; and third, it required each employee to authorize payroll deductions for payment of union dues for the balance of the collective bargaining agreement. John Abbott informed Van Camp that the amount listed for him was incorrect and he was actually three more months in arrears than the notice detailed. Van Camp accepted dues from Abbott of only the amount on the settlement offer. Holifield, Stark, Knable, Lauer and Hansen paid the union the amount of back dues listed on the settlement notice. Knable paid her dues at a rate of $16 per month which was listed on the notice. Some paid the late charges and/or authorized the payroll deductions; some did neither. Garner testified she went to the union office to again offer her dues payment. This time it was accepted. She testified she felt she had to authorize the payroll deduction. Van Camp testified it was "merely a settlement offer" since he felt he had no authority to demand the automatic payroll deductions. Although they paid the dues listed in the September settlement offer, neither John Abbott, Lauer nor Hansen authorized payroll deduction for dues payment. They continued to receive bills from the union when they fell behind in dues payments. Kephart did not take steps to take advantage of the settlement offer.

Newell testified that when he became secretary-treasurer of the union on December 1, 1983, he instituted a new policy. The union stipulated that, under the new procedures, if a member is working for an employer who has a payroll deduction mechanism for transmittal of union dues and that member stops the payroll deductions, the member does not get a bill when delinquent. That member would just receive the delinquency-notice after three months of non-payment of dues. Van Camp testified that under the new policy if a member lost good-standing status, that member was required to pay reinitiation fees and two-months back dues. Percie Muncy testified that she now sends a bill to a member who is not on payroll deduction when he or she becomes delinquent for a second month.

At the time of the hearing, Hansen had gone back to payment through payroll deduction. Abbott and Lauer had not, and they had again lost their member-in-good-standing status. Lauer's testimony is somewhat indefinite but it does establish that she received another delinquency-notice during or about February, 1984, demanding back dues from December, 1983 and a reinitiation fee. Abbott, in response to receiving a union dues bill (not the delinquency-notice), twice attempted to pay the dues in person at the union office. He found the door locked and lights off both times. On his third attempt the situation was the same, but he happened to run into Newell outside the office. Newell explained if Muncy was gone, the outer office would be shut but there was usually someone in an inner office who would respond to a "banging on the door". Newell accepted Abbott's payment. Later, Abbott received a letter from the union dated April 19, 1984:

> In checking our records when we started to post your check dated April 4, 1984, we found that you had been suspended effective April 1, 1984. Suspended status is reached when you have gone three months and not paid dues. This means you are not a member in good standing. To regain your good standing, you must pay a reinitiation fee of $220.00 dollars.
>
> This letter will confirm that Automotive and Special Services and Public Employees Local Union No. 461 has accepted a payment in the amount of $63.00 to be applied to your monthly dues obligation for the months of January, February and March 1984. This payment was applied in this manner specifically at your direction.
>
> This letter is intended to inform you that even though our records will show that you have paid your dues for the months above indicated, as you have not paid the required reinitiation fee you have not reacquired status as a member in good standing and are still subject to the union security clause under which the Union may seek your termination from your employer.

There is no indication in the record why the reinitiation fee was listed as $220 instead of $210. At the time of the hearing, Abbott had not paid his reinitiation fee based on the county's position that such fees were not collectible.

The complainants established that the county gives notice in job announcements and during pre-hire "oral boards" of the union security obligation of employees working at the jail. Additionally, non-payment of union dues is not listed in the county civil service rules, which are applicable to the complainants, as grounds for termination.

Hansen testified Caughlin offered to give her the name of "a man" who could get rid of the union. She could not recall any further details.

POSITIONS OF THE PARTIES

The complainants argue that there has been discrimination in the enforcement of the union security clause. The union is alleged to have acted discriminatorily by billing some members for dues owed, by sending delinquency-notices requiring reinitiation fees to others and by letting still others not pay at all. The employer is alleged to have represented that the jail was a "closed shop" and to have misled employees into believing that union dues payment through payroll deduction was mandatory. Additionally, the complainants state that the employer compounded the employees' confusion by attempting to steer an employee to someone for advice about how to get out of the union. The complainants rely on the fact that they are civil service employees. As such, they argue that the civil service rules dictate the grounds for termination. Since non-payment of union dues is not a reason listed in the civil service rules, the complainants argue that it should not be a basis for their discharge.

The union urges that the complaints should fail, since the complainants did not prove intent or motive for discrimination by the union. The union views the complainants' case as showing only inadvertent failures to enforce the union security clause caused by inadequate information. The union contends that the conflict between the civil service rules and the union security clause of the contract should be deferred to arbitration as an issue of contract interpretation. The union claims that the jail has been mistakenly labeled a closed shop by the complainants themselves, not as a result of negotiations between the union and the employer. The union argues that the complainants failed to establish any basis for their assertion that their rights of non-association were infringed. The union claims that the existence of "a few free riders" does not prove discrimination in the enforcement of the union security clause. The union argues that an inadvertent fortuituous failure to uniformly enforce a lawful union security clause is not an unfair labor practice. (The union argued at the hearing, although not in the brief, that the complaints should be dismissed as untimely. Since a ruling was made against the union at the hearing and the issue dropped in its brief presenting legal argument, this decision need not further address the matter).

The county defends itself by claiming that the union security clause is valid and that, since it is in a lawful collective bargaining agreement, the terms of the collective bargaining agreement prevail over the civil service rules. The county argues that it operated a union shop, not a closed shop. Finally, it contends that none of the employer's acts cited by the complainants rise to the level of unfair labor practices, since no one was actually discharged for non-payment of union dues.

DISCUSSION

Validity of Union Security

Testimony shows confusion among the complainants regarding the definition of various terms of art in labor law. RCW 41.56.122 specifically allows a collective bargaining agreement to contain union security provisions and specifically does not authorize any closed shop provisions. Roberts' Dictionary of Industrial Relations, (Harold Roberts, Bureau of National Affairs, Inc., (Washington, D.C.: 1971)) offers the following definitions:

> CLOSED SHOP A union security arrangement where the employer is required to hire only employees who are members of the union. Membership in the union is also a condition of continued employment. The closed shop is illegal under federal labor statutes.
>
> UNION SHOP A form of union security which lets the employer hire whomever he pleases but requires all new

> employees to become members of the union within a specified period of time, usually 30 days. It also requires the individual to remain a member or to pay union dues for the duration of the collective bargaining agreement.
>
> AGENCY SHOP A union security provision to eliminate "free riders." All employees in the bargaining unit are required to pay dues or service charges to the collective bargaining agent. Non-union employees, however, are not required to join the union as a condition of employment. Payment of dues to defray the expenses of the bargaining agent in negotiations, contract administration, etc.
>
> MAINTENANCE OF MEMBERSHIP ... was designed to protect the security of the union by providing that individuals who were members of the union or who subsequently joined the union would continue to maintain their membership for the duration of the contract.

As far as the complainants question as invalid the act of bargaining a union security provision into the collective bargaining agreement, they receive a negative answer. The union and the employer had the right under RCW 41.56.122 to bargain the inclusion of a form of union security into the contract.

Nor is the article subject to attack on the basis that it does not call for full union security. The contract imposes a "maintenance of membership" obligation coupled with "union shop" obligation on new hires, but appears to impose no obligation on employees who were not members on the contract's effective date, and so might be described as a "modified union shop" clause. RCW 41.56.122 authorizes a collective bargaining agreement to: "(1) contain union security provisions..." The plural on "provisions" contemplates parties bargaining about the various types of union security clauses to determine one that both parties find is agreeable.

The allegations that the employer held itself out as running a "closed shop" fail due to the confused testimony from the complainants. The complainants did not establish that the employer's presentation in job vacancy announcements and "oral boards", of the existence at the jail of a modified union shop crossed beyond the employer's legal right to inform applicants of a working condition. It was not established that the employer illegally interrogated employees regarding their union sentiments.

One side issue raised by the modified union shop language in the collective bargaining agreement concerns the obligations of Lauer, who was hired during a contract hiatus. The collective bargaining agreement for March 22, 1980 through December 31, 1982 was not introduced into evidence, so reliance must be placed on witnesses' sworn testimony. It was indicated that a modified union shop clause existed in that contract, also. The modified union shop

clause creates a pool of employees who are not obligated to ever join the union or meet the financial core membership requirements. That pool consists of employees who are not union members when the clause is first included in the collective bargaining agreement between the union and the employer and who continue to refrain from union membership. Between December 31, 1979 and on or about March 22, 1980, there was a hiatus in collective bargaining agreements between this union and this employer. Van Camp testified as to his opinion that the modified union shop provision could not be applied to an employee hired during the hiatus. He is correct. Union security provisions do not survive the expiration of the contract. Bethlehem Steel Co. (Shipbuilding Division), 133 NLRB 1347 (1961). Union security is not seen as a working condition operating between the employer and the employee. It is a condition of employment established between the union and the employer. If the union's contract with the employer ends, so does that condition of employment. Bethlehem Steel. Co., supra. If the union had wanted to obligate all employees hired during the hiatus, it should have gained that right during bargaining. Since the successor contract was not signed until after Lauer was hired, she had no obligation to join the union when she was first hired. She testified credibly against the employer's witness, and she was supported by stipulated evidence, that she was told by the employer's agent on her first day of work that she had to join the union and begin her dues payments.[4/] Lauer's obligation to pay union dues and fees does not

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4/ There is evidence that by the time of the hearing the employer had pronounced a clear policy in this area. In a July 20, 1983 memo from the sheriff, Lyle Smith to Adkins stated:

* * *

> It is my feeling that the enforcement of rates charged by the Union is not a legitimate endeavor for our payroll clerk. I have no objection to providing space on bulletin boards for Union notices and to even providing the payroll authorization forms for completion by employees who may wish to exercise their privilege of having dues paid by deduction.
>
> As you know, no obligation exists for an employee to pay their dues by deduction, and it should be the responsibility of the Union to seek out those they feel are not in compliance with current agreements.
>
> I shall provide a copy of this letter and the attachment along with Form Z1973 (Payroll Authorization) to the Union stewards known to me for their handling.

The employer's previous behavior of soliciting the union dues deduction could be seen as an unlawful assistance to a union and as such an unfair labor practice violation of RCW 41.56.140(2). However, this violation was not alleged in the complaint nor was a motion made to have pleadings conform to the proof at the hearing. Additionally, the act occurred beyond the six-month statute of limitations in RCW 41.56.160.

attach until there is evidence that she voluntarily joined the union or that she severed her employment and was rehired during the life of a valid union security clause. The record reflects that she became a shop steward during or about March, 1983. That is the first evidence presented of her voluntarily becoming a union member. Consequently her financial obligation to the union begins at that date. While equity might rule that any dues paid prior to that time should be credited to her account, such an order is beyond the authority granted in RCW 41.56.160. The statute would only grant remedial authority to act six months prior to the filing of the complaint. In this case, the complaint was filed September 20, 1983. Lauer voluntarily became a member of the union on or about March 1, 1983 - six months and 20 days prior to the complaint being filed.

The complainants argue that there are set policies for termination of civil service employees, such as themselves. The argument interprets the contract as deferring to the civil service rules involving matters of termination of employment and interprets the civil service rules as being silent as to the impact of non-payment of union dues. The issue of whether the discharge of an employee for non-payment of dues could be obtained by the union:

> ... is one of contract interpretation. After inserting the union security clause as Article V of their agreement, the parties proceeded to agree in Article XIII, Section 4, that nothing contained in that agreement should be construed either to limit or to expand the rights of any employee under civil service statutes or regulations... This Commission will not arrogate to itself the role of arbitrator by interpreting an ambiguity in the parties' contract.

Clallam County Deputy Sheriffs' Guild, Decision 607-A (PECB, 1979).

The Commission reiterated this holding in Pierce County, Decision 1671-A (PECB, 1984). That case involved the same employer and union as the instant complaints but none of the six employees there involved is a present complainant. The six employees were alleged not to have been in compliance with the union security provisions of the contract. The union sent the employer a demand for their discharge. The employer refused to comply and in its defense relied on the ambiguity in the contract created by the conflict between the union security provision and a provision granting dominance to civil service rules. The Commission held that the case paralleled all the relevant aspects of Clallam County, supra, and refused to assert jurisdiction over a dispute which was primarily a breach of contract. The Commission based its holding on the legislative exhortation in RCW 41.58.020(4) that "final adjustment by a method agreed upon by the parties" is the desirable method for resolving collective bargaining disputes. This decision need not comment in the present cases on what is the controlling document in a question of removal from service, since the scope of the allegations concern merely the "threatened" termination of employment. It is the alleged threat to the jobs of the complainants' which is within the scope of this case:

RCW 41.56.150 states:

> It shall be an unfair labor practice for a bargaining representative:
>
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;
>
> (2) To induce the public employer to commit an unfair labor practice.

RCW 41.56.140 states:

> It shall be an unfair labor practice for a public employer:
>
> (1) To interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter;

The instant complainants invite an examination of the behavior of the union and the employer before any discharge was made. It is this behavior which will be analyzed below.

Enforcement of Union Security

A union seeking to enforce a union security clause against an employee has a fiduciary duty to treat that employee fairly. This fiduciary duty arises out of the comprehensive authority vested in the union as the exclusive bargaining representative of the employees. Such exclusivity leads inevitably to employee dependence on the labor organization, and that dependence places a duty on the union to deal fairly with the employees. See: NLRB v. International Woodworkers of America, 264 F.2d 649 (9th Cir., 1959), cert. den. 361 U.S. 816 (1959) and NLRB v. Hotel, Motel & Club Employees (Philadelphia Sheraton), 320 F.2d 254 (3rd Cir., 1963). Federal courts of appeal have ruled that, at a minimum, this fiduciary duty requires that the union inform the employee of his or her obligations in order that the employee may take whatever action is necessary to protect his job tenure. Philadelphia Sheraton, supra. The complainants have established that no set policy was used by the union for dealing with members who did not pay union dues under the modified union shop clause. Some who became delinquent were billed regularly, some were notified sporadically, one was never notified. The secretary-treasurer of the union testified that dues were not owed until the end of each month, but each notice sent in the beginning to mid-August claimed a delinquency of August dues also. Kephart was seven months delinquent when he got the delinquency-notice; Holifield five months; Garner three months. J. Abbott was seven months in arrears but the union counted only five months overdue. According to the union's own records, J. Abbott and Holifield were the same number of months delinquent but the union demanded reinstatement fees plus two months' back dues from Abbott, whereas

it wanted reinstatement fees plus one month's back dues from Holifield. Knable was charged at an incorrect dues rate. The union's practice of such erratic procedures falls short of meeting its fiduciary duty.

Each complainant acknowledged his or her dues obligation during the hearing. The union had no obligation to bill them. If the union had never billed any employee, and had notified delinquent employees consistently after a constant period, then the union would have met its fiduciary duty. WAC 391-95-010 details the obligations of an exclusive bargaining representative when enforcing a union security clause:

> An exclusive bargaining representative which desires to enforce a union security provision contained in a collective bargaining agreement negotiated under the provisions of chapter 41.56 or 41.59 RCW shall provide each affected employee with a copy of the collective bargaining agreement containing the union security provision and shall specifically advise each employee of his or her obligation under that agreement, including informing the employee of the amount owed, the method used to compute that amount, when such payments are to be made, and the effects of a failure to pay.

The union here fell victim to its own erratic procedures. Courts have ruled that in establishing its internal regulations "it may be that there is a limit of reasonableness beyond which a union may not go". NLRB v. International Union, United A., A., A., Imp Wkrs., 297 F.2d 272 (1st Cir., 1961); NLRB v. Auto Workers, 320 F.2d 12 (1st Cir. 1963). The union's threatened demands for employees' discharges based on unpredictable collection procedures have crossed the limit of reasonableness. Although the union secretary-treasurer testified he had instituted a new consistent policy as of December 1, 1983, the evidence supports a finding otherwise. The three union representatives who testified gave somewhat differing accounts as to what was the new policy. Although the attorney for the union offered a stipulation that the new policy meant that no bills were sent to employees of an employer with a payroll deduction mechanism, John Abbott later testified without being rebutted that he had received a bill for dues owed in early 1984.

There is evidence that the union had set a precedent of billing delinquent dues payers. The union's own shop steward, Lauer, relied on the billings she had seen to assure Garner that Garner, too, would receive a billing, impliedly before she received a termination notice. Lauer is a complainant in this case, but there is no evidence of why she would mischaracterize the union's procedures as she knew them at the time. The union must take responsibility for the representations of its shop stewards absent evidence of an adverse motive or unauthorized communication on a steward's part. The union presented no evidence that Lauer had gone against specific training given her by the union. If the union is satisfied to let its shop stewards

learn of union procedures by what they witness at the workplace, then the union must accept the consequences. After questioning a union shop steward and receiving confirmation that a bill for overdue payments would be sent, and then receiving a delinquency-notice of possible termination, Garner could reasonably feel that she was being threatened and that her rights were interfered with, restrained or coerced.

The realities of the workplace are that the employees will talk among themselves about the differing demands, or lack thereof, made by the union for back dues. The variety of time lines and procedures the union used in collecting dues arrearages could only create confusion and uncertainty among the employees. Such confused practices did not clearly inform the employees of their obligations. The fact that the complainants knew of their dues obligations does not diminish the union's duty to treat the employees fairly.

Against this background, the delinquency-notices sent to the complainants in August, 1983, did not cure previous problems so as to meet the threshold of the fiduciary duty test. The notices were merely a reflection of the fluctuating enforcement standards the union used. Some demanded three months back dues, some up to five. The complainants established that the detailings of the amount of the delinquencies were not always accurate, even assuming the demand for reinitiation fees substituted for three months dues. These fluctuating enforcement procedures, which the union characterizes as inconsequential errors, do not adequately establish an employee's obligation when he or she falls into arrears.

The employer has contributed to the situation. A union has the right to reinstatement fees from employees who are no longer members in good standing. Boilermakers, Local 749, 192 NLRB 502 (1971). A reinstatement or reinitiation fee is merely a fee charged to a particular class of persons - those who had previously joined, but are not currently members in good standing. Boilermakers, supra. Under federal law, a union may refuse an employee's tender of back dues, if the employee fails to pay a reinstatement fee uniformly required by the union's by-laws following suspension from membership. General Longshore Workers, International Longshoremen's Association, Local 1418, AFL-CIO, 195 NLRB 8 (1972), Roche & Co., 231 NLRB 1082 (1977). The union testified that the reinitiation fees substituted for, and therefore waived, the first three months of dues arrearages - the same period of time it took for a person to forfeit membership in good standing with the union. In the instant case the employer was legally incorrect when its representatives told the complainants they did not have to pay the reinitiation fees and that the employee's obligation was ended if an offer of back dues payment was refused. The employer will be held responsible for the reasonable consequences of its dissemination of erroneous information.

The union argued that discrimination cannot be found against it since there is no evidence of intent. Without commenting on whether or not there is evidence of intent, this decision merely needs to reiterate that the fluctuating dues collection procedures had an impact on union members which interfered with, restrained or coerced public employees in the exercise of their rights guaranteed in the Public Employees Collective Bargaining Act, Chapter 41.56 RCW.

The employer's defense that it should not be found guilty of any unfair labor practice violations since it did not actually discharge anyone is not meritorious. RCW 41.56.140(1) establishes that it is unlawful for the employer to even threaten to take action which interferes with, retrains or coerces public employees in the exercise of their rights guaranteed under RCW 41.56 et seq. The employees were on notice from representatives of the employer that if they did not pay the back dues they would be terminated. This decision finds that the union could not seek the complainant's discharge when the union was haphazard in its dues enforcement procedures. Therefore, the employer was threatening to take action when it had no legal basis to do so. The employer defended orally that it had no knowledge of the selective sporatic enforcement of the union security clause. This is not true since the record established that employer representatives saw the delinquency-notices the complainants received.

The testimony Hansen gave regarding Caughlin's offer of the name of someone who could "get rid of the union" was too nebulus to sustain an unfair labor practice violation.

REMEDY

Unfair labor practice remedies should be remedial and not punitive in nature. RCW 41.56.160. For as far back as this order could reach, March 20, 1983, all the complainants were obligated to pay union dues under a valid, modified union shop clause and all of them knew they owed the union monthly dues. In varying ways and degrees, the complainants allowed themselves to fall into arrears. To deny the union these dues would be punitive.

The union's violations concerning delinquent dues collection procedures will be adequentely remedied by ordering the union to show proof of a reasonable policy for dues collection and to maintain consistent enforcement thereof. Such an order to act affirmatively is necessary in this case. The union offered a stipulation at the administrative hearing that after Newell took office as the new secretary-treasurer, a new policy was established regarding dues collection. However, three union representatives testified to slightly different versions of the new "policy". Complaint witnesses established that the policy, if accepted as the stipulation stated, was not followed. The union must be ordered to act affirmatively to end this confusion.

Once the union notifies the Commission of its established policy regarding collection of dues arrearages and assures the Commission that it has notified the complainants, other unit members and shop stewards of the established policy and that it will cease and desist from the haphazard enforcement of such policy, then the union may demand the complainants pay all back dues which are owed and not prohibited by this decision. In this instance, no late fees shall be assessed since the late fees are derivitive of the haphazard enforcement procedures. The collection of such fees without adequate warning notice to the complainants would be punitive. Additionally, these fees could be seen as tending to chill the complainants' rights to file an unfair labor practice complaint. Any late fees which were paid by any complainant in response to the September, 1983 settlement offer shall be refunded without interest. WAC 391-45-410(3) only allows interest to be awarded on back pay calculations.

Neither the union's nor the employer's misconduct vitiates the employees' obligations to pay their union dues. This order is merely correcting the defective enforcement procedures. The union will be ordered to restore each complainant's member-in-good-standing status as of the date the employee offered to pay the back dues without the reinitiation fee. This status is to continue until a complainant has again lost his/her membership-in-good-standing.

The employer continued through the hearing to assert two illegal positions which certain complainants relied on to their detriment. First, it said that once the union had rejected a member's back dues because the dues were not accompanied by a reinitiation fee, the member did not have to offer the dues again. Kephart relied on the employer's position when Caughlin "released" him from his back dues obligation after seeing Kephart's returned check for dues payment. The employer will be liable for the $63 (April through June payments) it "waived" from being paid to the union by Kephart. In the September settlement offer, the union substituted the first three months of a member's delinquency for a reinitiation fee. Since the employer's position caused Kephart to ignore the union's settlement offer, the employer will be liable for the first three months listed for Kephart's delinquency (January through March). Also, the employer will be held liable for the months Kephart fell delinquent which were prior to the meeting where Caughlin told Kephart he need not make further attempts to pay back dues (July and August). At the time of the hearing, Kephart had not paid any dues since the meeting with Caughlin. This is an unreasonable interpretation of the employer's position. The employer, albeit mistakenly, only directed that Kephart did not have to offer back dues. The employer never took the position that Kephart did not owe present dues. Therefore, Kephart should pay to the union any dues he owes from September, 1984, to the present date.

The second illegal position the employer continued to assert was that an employee who falls out of "member-in-good-standing" status need not pay reinitiation fees. This caused the complainants to believe they could not be terminated for such non-payment, but the union continued to threaten to request their discharge. Lauer and J. Abbott relied upon the employer's position to their detriment when they received their delinquency-notices in early 1984. The employer must be held responsible for the consequences of its act. It will be held responsible for the reinitiation fee Lauer was threatened with in a union letter dated during or about February, 1984. No one will be liable for J. Abbott's second dues-lapse-reinitiation-fee demanded April 19, 1984. The union clearly waived the right to demand the fee by accepting the payment at its union office where it could easily have checked dues records prior to receiving the money. The union did accept the payment without any notice to Abbott that he was being removed from membership-in-good-standing until two weeks after the payment was made. By its actions, the union also waived its right, as to that occasion, to remove J. Abbott as a member-in-good-standing.

FINDINGS OF FACT

1. Pierce County is a public employer within the meaning of RCW 41.56.030(1).

2. Teamsters, Local 461, a bargaining representative within the meaning of RCW 41.56.030(3), represented an appropriate bargaining unit, within the meaning of RCW 41.56.060, of employees of Pierce County.

3. Complainants Wesley Kephart, Fred Stark, Rose Hansen, Sandi Garner, Jean Knable, John Abbott, Robert Holifield and Pamela Lauer are public employees within the meaning of RCW 41.56.030(2).

4. No sworn record was made on complainant Larry Fejfar's allegations.

5. The bargaining representative and the employer are parties to a collective bargaining agreement effective from January 1, 1983 through December 31, 1985 which has a union security clause. The complainants are covered by this agreement.

6. The employer routinely informs job applicants of the union security obligation in bargaining unit job postings and in "oral boards".

7. The union has had haphazard practices to deal with members who become delinquent in dues payments. The complainants were aware that the union had sometimes sent out bills previously to members who became delinquent. Such bills did not threaten discharge. The union did not give the shop stewards notice of any other policy or practice regarding collection of delinquent dues.

8. Pamela Lauer was hired March 21, 1980, during a hiatus between collective bargaining agreements. She became a shop steward for the union on or about March 1, 1983. Acting within her apparent authority as a union shop steward, Lauer told complainant Garner that the union would send a bill for delinquent dues.

9. At least by September 2, 1983, the union had notified each complainant that he/she owed back dues and a reinitiation fee. The formula used to calculate the time for issuing these delinquency-notices varied among the notices. All notices stated the consequences of non-payment would be the union's request of the employer for the member's termination. Jean Knable's delinquency-notice incorrectly calculated her dues rate so as to overcharge her.

10. At least by September 5, 1983, the employer informed the complainants and the union that the employer would not discharge an employee for non-payment of union reinitiation fees. The employer held this position through the administrative hearing on these complaints. The employer informed the complainants if each offered to pay the back dues and the union rejected them, the employer would not honor a union request for employee termination.

11. Until on or about September 12, 1983, the union rejected payment of back dues from any complainant who did not, at the same time, pay reinitiation fees.

12. On or about September 12, 1983 the union executive board approved a three point settlement offer: (1) waiver of reinitiation fees; (2) demand for each month of back dues owing with assessed late charge; and (3) requirement that each complainant authorize payroll deduction of union dues. The offer, valid through September 30, 1983, thereafter was posted on the employees' bulletin board. The offer incorrectly calculated the dues rate of Jean Knable so as to undercharge her.

13. All the complainants except Kephart paid the back dues listed in the settlement offer. Some paid late charges; some authorized payroll dues deductions; some did neither.

14. The complainants were all aware of their union dues obligation.

15. No complainant has been terminated for non-payment of union dues and/or fees.

16. Hansen testified nebulously to a conversation with an employer representative regarding ousting the union.

CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction over this matter through Chapter 41.56 RCW.

2. Complainant Larry Fejfar did not prove the allegations of his compliant. No violations of RCW 41.56.140 or RCW 41.56.150 are found as to him.

3. The union and the employer are parties to a collective bargaining agreement which contains a lawful union security provision in accordance with RCW 41.56.122.

4. The employer's action to inform applicants for jobs in the bargaining unit of their potential union security obligations did not violate RCW 41.56.140(1) or (2).

5. The union breached its fiduciary duty by its haphazard methods of sending bills and/or notices of dues arrears to the complainants in violation of RCW 41.56.150(1).

6. The union, by involving the employer in discussions where the employer announced potential terminations of employees who did not meet the requirements of the modified union security language where the union had used no consistent policy for requesting the terminations, violated RCW 41.56.150(2).

7. The employer, by announcing it would not discharge employees for non-payment of reinstatement fees, which caused the complainants to rely on such information to their detriment, violated RCW 41.56.140(1).

8. The employer, by announcing it would discharge employees for non-payment of union dues when employer representatives were aware of the haphazard manner the union used to notify the employees of their obligation, violated RCW 41.56.140(1).

9. By actions in Findings of Fact 16, the complainants did not prove the employer did not violate RCW 41.56.140.

ORDER

The complaints of Larry Fejfar, Case No. 4856-U-83-828 and 4843-U-83-818 are dismissed due to lack of sworn evidence to support his allegations.

Upon the basis of the above findings of fact and conclusions of law, and pursuant to RCW 41.56.160 of the Public Employees Collective Bargaining Act,

it is ordered that TEAMSTERS LOCAL 461, its officers, agents, and successors shall immediately:

1. Cease and desist from:

   a. Threatening to request the employer to discharge employees who are delinquent in union dues payments when the union has used a hapazard system to notify the employees of their obligations regarding payment of delinquent union dues;

   b. Attempting to cause Pierce County to commit an unfair labor practice;

   c. In any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed by the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by RCW 41.56.122.

2. Take the following affirmative action to remedy the unfair labor practices and effectuate the policies of the Act:

   a. Provide, in writing, to the complainants, all present bargaining unit shop stewards and the Commission, the union's established, reasonable, consistent and constant policy of notifying employees who become delinquent in dues payments, of their obligations;

   b. Restore each complainant's member-in-good-standing status as of the date the employee offered to pay the back dues without the reinitiation fees. Continue each complainant in such status until he or she fails to deserve the status in a manner prescribed in the union's by-laws and not prohibited in this decision;

   c. Cancel and/or refund to the individual complainant any late charges that a complainant paid as a result of the September 12, 1983 settlement offer.

   d. Cancel the reinitiation fee assessed against J. Abbott on April 19, 1984, after the union accepted his tender of back dues April 1, 1984.

   e. Post, in conspicuous places on union bulletin boards on the employer's premises where union notices to all bargaining unit members are usually posted, copies of the notice attached hereto and marked "Appendix A". Mail a copy of signed Appendix A to each complainant. Such notices shall, after being duly signed by an authorized representative of the union, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the union to ensure that said notices are not removed, altered, defaced, or covered by other material.

f. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceding paragraph.

Upon the basis of the above findings of fact, conclusions of law and pursuant to RCW 41.56.160 of the Public Employees Collective Bargaining Act, it is ordered that PIERCE COUNTY its officers and agents shall immediately:

1. Cease and desist from:

a. Threatening to discharge employees who are delinquent in union dues payments when the union has, with the employer's knowledge, used a haphazard system to notify the employees of their obligations regarding payment of delinquent union dues;

b. Promulgating and enforcing an illegal policy regarding payment of union reinitiation fees that employees relied upon to their detriment;

c. In any like or related manner interfering with, restraining or coercing employees in the exercise of rights guaranteed by the Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by RCW 41.56.122.

2. Take the following affirmative action to remedy the unfair labor practices and effectuate the policies of the Act:

a. Pay in a check made out to the union and Wesley Kephart the equivalent of the union dues Kephart owed from January through August, 1983, as calculated by the union and direct Kephart to forward the entire amount to the union in accordance with this decision.

b. Pay in a check made out to the union and to Pamela Lauer the amount of the reinitiation fee demanded of her by the union on or about February, 1984, and direct Pamela Lauer to forward the entire amount to the union in accordance with this decision.

c. Notify all bargaining unit members, by posting a notice on all employee bulletin boards where employer notices are usually posted, that the employer will discharge an employee who does not pay a reinitiation fee legitimately required by the union.

d. Post, in conspicuous places on the employer's premises where notices to all employees are usually posted, copies of the notice attached hereto and marked "Appendix B". Such notices shall, after being duly signed by an authorized representative of Pierce County be and remain posted for sixty (60) days. Reasonable steps shall be taken by Pierce County to ensure that said notices are not removed, altered, defaced, or covered by other material.

e. Notify the Executive Director of the Public Employment Relations Commission, in writing, within twenty (20) days following the date of this Order, as to what steps have been taken to comply herewith, and at the same time provide the Executive Director with a signed copy of the notice required by the preceding paragraph.

DATED at Olympia, Washington, this 14th day of May, 1985.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Katrina I. Boedecker

KATRINA I. BOEDECKER, Examiner

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

PUBLIC EMPLOYMENT RELATIONS COMMISSION

APPENDIX A

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE PURPOSES OF THE PUBLIC EMPLOYEES COLLECTIVE BARGAINING ACT, RCW 41.56, TEAMSTERS LOCAL 461, ITS OFFICERS, AGENTS AND SUCCESSORS, NOTIFIES ITS BARGAINING UNIT THAT:

WE WILL NOT threaten to request the employer to discharge employees who are delinquent in union dues payments when we have used a haphazard system to notify the employees of their obligations regarding payment of delinquent union dues.

WE WILL NOT attempt to cause Pierce County to commit an unfair labor practice.

WE WILL provide in writing to Wesley Kephart, Fred Stark, Rose Hansen, Sandi Garner, Jean Knable, John Abbott, Robert Holifield and Pamela Lauer, all present shop stewards and the Public Employment Relations Commission, our established, reasonable consistent and constant policy of notifying employees who become delinquent in dues payments of their obligations.

WE WILL restore Wesley Kephart, Fred Stark, Rose Hansen, Sandi Garner, Jean Knable, John Abbott, Robert Holifield and Pamela Lauer to member-in-good-standing status as of the date each named employee offered to pay his or her back dues without the reinitiation fees. We will continue each named employee in such status until he or she fails to deserve the status in accordance with our by-laws and in a manner not prohibited by the Public Employment Relations Commission.

WE WILL cancel and/or refund any late charges paid by Wesley Kephart, Fred Stark, Rose Hansen, Sandi Garner, Jean Knable, John Abbott, Robert Holifield and Pamela Lauer, as a result of a September 12, 1983 settlement offer.

WE WILL cancel the reinitiation fee assessed against John Abbott April 19, 1984 after we accepted his payment of back dues April 1, 1984.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the exercise of the rights guaranteed in the Public Employees Collective Bargaining Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment.

DATED _____

TEAMSTERS, LOCAL 461

BY:

_____
AUTHORIZED REPRESENTATIVE

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone: (206) 753-3444.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

APPENDIX B

NOTICE

PURSUANT TO AN ORDER OF THE PUBLIC EMPLOYMENT RELATIONS COMMISSION AND IN ORDER TO EFFECTUATE THE PURPOSES OF THE PUBLIC EMPLOYEES COLLECTIVE BARGAINING ACT, RCW 41.56, PIERCE COUNTY NOTIFIES ITS EMPLOYEES THAT:

WE WILL NOT threaten to discharge employees who are delinquent in union dues payments when the union has used a haphazard system, with our knowledge, to notify the employees of their obligations regarding payment of delinquent union dues.

WE WILL NOT promulgate and enforce an illegal policy regarding non-payment of union reinitiation fees and cause our employees to rely upon it to their detriment.

WE WILL pay to Wesley Kephart the equivalent of eight-month's dues as calculated by the union and direct Kephart to forward the entire amount to the union.

WE WILL pay to Pamela Lauer the amount of the reinitiation fee demanded of her by the union on or about February, 1984, and direct Pamela Lauer to forward the entire amount to the union.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce employees in the exercise of rights guaranteed by the Public Employees Collective Bargaining Act, except to the extent that such rights may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by RCW 41.56.122.

DATED _____

PIERCE COUNTY

BY: _____

AUTHORIZED REPRESENTATIVE

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for sixty (60) consecutive days from the date of posting and must not be altered, defaced, or covered by other material. Any questions concerning this notice or compliance with its provisions may be directed to the Public Employment Relations Commission, 603 Evergreen Plaza Building, Olympia, Washington 98504. Telephone: (206) 753-3444.