STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CITY OF SEATTLE, Employer.	
HOLLAN HILSTAD, BRIAN HULBERT, THOMAS GRIMM, MARY MEREDITH, BETO DE LEON, THANH TRAN, and REINO T. HEISKANEN, Complainants, vs. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 46, Respondent.	CASES 7234-U-88-1480 7371-U-88-1525 7372-U-88-1526 7373-U-88-1527 7374-U-88-1528 7375-U-88-1529 7376-U-88-1530 DECISIONS 3169 - PECB 3170 - PECB 3171 - PECB 3172 - PECB 3173 - PECB 3174 - PECB 3175 - PECB FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Lane, Powell, Moss and Miller, by Clifford D. Sethness, Attorney at Law, appeared on behalf of the complainants.

Hafer, Price, Rinehart and Schwerin, by Cheryl A. French, Attorney at Law, appeared on behalf of the respondent.

Douglas N. Jewett, City Attorney, by Marilyn Sherron, Assistant City Attorney, appeared on behalf of the employer.

On January 22, 1988, Hollan Hilstad filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that both International Brotherhood of

Electrical Workers, Local 46, (IBEW) and the City of Seattle had committed unfair labor practices within the scope of RCW 41.56.140(1) and (2) and RCW 41.56.150(1) and (2).[1] The complaint arose when the IBEW asked the employer to discharge Hilstad for failure to pay union dues for a time period when there was no collective bargaining agreement in effect. The Executive Director of the Commission reviewed the complaint under WAC 391-45-110 and, on March 11, 1988, assigned the allegations to the undersigned Examiner for hearing.

On April 25, 1988, the six other complainants named above filed individual unfair labor practice charges.[2] Shortly thereafter, the Executive Director reconsidered the preliminary ruling made on March 11, 1988, and concluded that the statement of facts attached to Hilstad's complaint did not set forth any actions on the part of the employer which could constitute unfair labor practices. Accordingly, the proceedings were limited to allegations against the union, for violations of RCW 41.56.150 (1) and (2). On May 4, 1988, the allegations made against the employer by the six additional complainants were similarly found to be unsupported by the required statements of facts. All seven of these cases were then consolidated for further proceedings on the charges made against the union.

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1 Case No. 7234-U-88-1480.

2 These complaints appear to be duplicated copies of the complaint previously submitted by Hilstad, with the names of the other individuals substituted for Hilstad's name. Separate case numbers were assigned, consistent with Commission practice for complaints filed by individuals, as follows: HULBERT - Case 7371-U-88-1525; GRIMM - Case 7372-U-88-1526; MEREDITH - Case 7373-U-88-1527; DE LEON - Case 7374-U-88-1528; TRAN - Case 7375-U-88-1529; and HEISKANEN - Case 7376-U-88-1530.

A consolidated hearing was held on August 19, 1988, in Seattle, Washington. The parties submitted written legal argument; the final brief was filed October 31, 1988.

BACKGROUND

In addition to developing a record through oral testimony, all parties joined in submitting a signed document at the hearing entitled "Proposed Stipulations of Facts". The essential facts are as follows.

Certain labor organizations which represent employees of the City of Seattle bargain cooperatively, as the Joint Crafts Council. Each union which composes the Joint Crafts Council signs, in its individual capacity, the master collective bargaining agreement. Each union thereafter administers the contract as it applies to the employees it represents. The IBEW is the exclusive bargaining representative of certain electrical workers employed by the city, and it is included in the Joint Crafts Council.

The City and the Joint Crafts Council were parties to a 1983-1986 collective bargaining agreement, which expired on August 31, 1986. That agreement contained union security provisions.

Hollan Hilstad, Brian Hulbert, Thomas Grimm, Mary Meredith, Beto De Leon, Thanh Tran and Reino R. Heiskanen (collectively referred to as the complainants) are employees of the City of Seattle. With the exception of Hilstad, the complainants are electrical workers employed in the Electrical Shop of the Seattle Parks Department. Hilstad is the Electrician Crew Chief for the Parks Department, and is the supervisor of the other complainants. When the complaints were filed, all of the

complainants were recognized by all parties as being employed in positions represented by the IBEW. Each of the complainants eventually paid all required union dues for the period through the August 31, 1986, expiration of the 1983-1986 contract.[3]

The City of Seattle and the Joint Crafts Council exchanged the contractually required "notice of intent to modify the labor agreement" in May of 1986, and exchanged opening proposals for negotiations in July of 1986. The City's package included proposed changes in the union security provision relating to religious objectors. The collective bargaining agreement expired, according to its terms, on August 31, 1986, without a new agreement being reached.

The complainants individually chose to stop paying union dues at various times during the contract hiatus. Hilstad and Grimm paid no dues after the 1983-86 contract expired. Tran, Meredith, Hulbert and Heiskanen halted their dues payments in September, 1986. De Leon suspended his union dues payments in October, 1986.

Currently, the City of Seattle and the Joint Crafts Council have a 1986-1989 collective bargaining agreement which contains union security provisions.[4] Although signed on November 4, 1987, the 1986-1989 collective bargaining agreement was, by its terms, effective on September 1, 1986. Bargaining unit

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[3] Hilstad had stopped paying union dues in June of 1986, and Grimm had ceased payments in July of 1986, but those arrearages had been corrected by the time of the hearing in this matter.

[4] Although not included in the initial proposals made by either the employer or the Joint Crafts Council, the parties ultimately agreed to changes in the procedural aspects of the enforcement of the union security provision.

employees received wage increases and improved fringe benefits retroactive to September 1, 1986.

At the time of the hearing in this matter, each of the complainants had paid all required union dues for the period since the November 4, 1987, signing of the 1986-1989 collective bargaining agreement.

On December 3, 1987, the IBEW sent each complainant a letter informing the individual that he or she was delinquent in the payment of union dues. Those letters also provided 30 days notice of the union's intent to initiate discharge actions for failure to pay union dues. The letters requested the payment of dues for the contract hiatus period and for other intervals.

Also on December 3, 1987, the IBEW sent individual notices to the employer, stating the union's intention to initiate discharge actions regarding each of the complainants because of their non-payment of union dues.

The IBEW modified its dues demand to Hilstad in a letter dated January 12, 1988. The IBEW notified the employer on that same date, stating in part:

> [W]e have agreed that we will not seek Mr. Hilstad's discharge at this time if he agrees to pay unpaid dues owing for periods prior to September 1, 1986 and after November 3, 1987. The IBEW and the City intend to ask the Public Employment Relations Commission to determine if the union security provision in our contract is enforceable for the period of time during which the new contract was being negotiated. Mr. Hilstad will be required to pay dues owing for this period of time if PERC determines that the union security provision was enforceable during this period.

On January 22, 1988, Hilstad paid to the union the dues and fees owing for the time periods during which collective bargaining agreements containing a union security clause were in effect.

Prior to the time of the hearing in this matter, all of the complainants, except for Hilstad, had made payments to the union for the hiatus period (i.e., for the period of time between the expiration date of the 1983-1986 agreement and the November 4, 1987, date on which the 1986-1989 agreement was signed), and those funds had been deposited in a separate account pending resolution of this proceeding.

In May of 1988, the Joint Crafts Council, the IBEW and the City of Seattle agreed to exclude the "electrician crew chief" position held by Hilstad from the bargaining unit. Hilstad did not know that his position had been removed from the bargaining unit until the hearing on these unfair labor practice cases.

POSITIONS OF THE PARTIES

The complainants argue that the Commission and the National Labor Relations Board (NLRB) consistently refuse to allow a union to require payment of dues, or threaten discharge over nonpayment of dues, during a contract hiatus. They urge that those precedents should be applied to the facts at hand.

The union maintains that the City and the Joint Crafts Council agreed to make all terms of their 1986-1989 collective bargaining agreement retroactive to September 1, 1986. It contends that the complainants should not be able to benefit from the retroactive wage increases and fringe benefit improvements negotiated for them by the union, while refusing

to recognize the retroactivity of the union security provision in the collective bargaining agreement. The union bases its argument on differences between the state statute and the federal law. The union asserts, additionally, that the union security provision should be applied retroactively, because neither the City nor the Joint Crafts Council opened the relevant parts of that provision for renegotiation in a timely manner. Finally, the union contends that, since the position that Hilstad occupies has been excluded from the bargaining unit, his complaint should be dismissed as moot.

DISCUSSION

Union security arrangements made under the Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, do not survive the expiration of the collective bargaining agreement in which they are contained. Pierce County, Decision 1848 (PECB, 1985). That holding was based on the rationale that union security is not a working condition operating between the employer and the employee, so as to be within the normal "wages, hours and working conditions" scope of bargaining prescribed by RCW 41.56.030(4). Rather, it is a condition of employment established only by agreement between the union and the employer. RCW 41.56.122. Thus, if the union's contract with the employer ends, so does that condition of employment. The union acted in conformity with that precedent, as it did not take action during the contract hiatus to enforce union security.

The union's defense of its attempt to enforce union security after a new agreement was signed is that, although the union security provisions expire with the collective bargaining agreement, they can be made retroactive.

Federal Precedent

The National Labor Relations Board (NLRB) has long held that the obligation to pay dues under a union security clause accrues only from the date of the execution of the collective bargaining agreement, and not from the date to which the agreement was made retroactive.

> It is settled law that a union-shop contract may not be retroactively applied to effect the discharge of an employee for failing to maintain membership in good standing by paying dues that accrued during a time when he was under no contractual obligation to do so as a condition of employment.

Namm's, Inc., 102 NLRB 466 (1953).

The holding is based on a finding that "retroactive back dues" are beyond the scope of the assessment of "periodic dues and fees" allowed in section 8(a)(3) of the National Labor Relations Act. The same result was reached by the Court of Appeals in NLRB v. Eclipse Lumber, 199 F.2d 684 (9th Cir., 1952).

The union readily admits that the NLRB has refused to allow parties to a collective bargaining agreement to agree to apply a union security provision retroactively. The union argues, however, that the origin of the principle under federal law dates back to the period prior to 1947, when the Wagner Act was in effect. During that time, "closed shops" were allowed wherein unions were able to require employees to be union members in order to be hired. The union relies on Colonie Fibre Co., Inc., 163 F.2d 65 (2nd Cir.; 1947), wherein it was written:

> [The] proviso, in sanctioning contracts which require membership in a union as a condition of employment, does not sanction contracts which require past membership as such a condition. . . . The burden of the Supreme Court's decision [in Wallace Corp. v. NLRB, 323 U.S. 248 (1944)] was that since the Act "was designed to wipe out such discrimination in industrial relations," the closed-shop proviso could not be used to penalize employees for not having belonged to the victorious union at a time when they were within their rights in not belonging. . . . Approval of a contract which made it possible for the contracting union to require payment of past dues as a condition of future employment would have a seriously detrimental effect upon freedom of organization.

Statutory Comparison

The union contends that substantial differences exist between the Washington Public Employees' Collective Bargaining Act and the NLRA, which support a distinct interpretation of the state statute.

First, the union argues that there is a broad authorization for union security provisions in the state statute which allows parties greater flexibility in defining the terms of a union security provision and therefore retroactivity should be allowed.[5] The union asserts that the NLRA, in contrast, has

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[5] RCW 41.56.122 provides:

> A collective bargaining agreement may: (1) Contain union security provisions; Provided, that nothing in this section shall authorize a closed shop provision: Provided further, That agreements involving a union security provision must safeguard the right of nonassociation of public

highly regulated union security authorization. It particularly points to the requirement of Section 8(a)(3) for a 30-day grace period; to the Section 8(a)(3) and 8(b)(2) limitations of collections to "periodic dues and initiation fees"; and to the authority of the NLRB to rule under Section 8(b)(5) that the amount of the dues demanded is "excessive or discriminatory".

Second, the union points out that the state statute specifically authorizes public employers to enter into collective bargaining agreements that are retroactive.[6] It contends that there is nothing in the statute that indicates that a union security provision differs from all other provisions in a collective bargaining agreement, which can be made retroactive. The union cites Supreme Court precedent interpreting RCW 41.56.950 as holding that when a public employer agrees to a retroactive effective date, "it is as though the agreement was executed in fact on [the effective date stated in the agreement]." Barclay v. Spokane, 83 Wn.2d 698 at 699 (1974).

> employees based on bona fide religious tenets or teachings of a church or religious body of which such public employee is a member. . . . [Omitted are details of right of non-association.]

[6] RCW 41.56.950 provides:

> Whenever a collective bargaining agreement between a public employer and a bargaining representative is concluded after the termination date of the previous collective bargaining agreement between the same parties, the effective date of such collective bargaining agreement may be the day after the termination date of the previous collective bargaining agreement and all benefits included in the new collective bargaining agreement including wage increases may accrue beginning with such effective date as established by this section.

Third, the union asserts that the effect of prohibiting retroactive union security would be to weaken the union and benefit the employer during bargaining. It argues that such imbalance is directly contrary to the purpose of the state law and, therefore, to be avoided. The union asserts that public employers will gain a bargaining advantage if unions are not allowed to negotiate retroactive union security provisions, because of the statutory prohibition of strikes by public employees.[7] It contends that, without the risk of a strike, a public employer does not have the same motivation as a private employer to conclude negotiations for a new contract before the old contract expires. Therefore, without retroactive union security provisions, the union will be losing more and more necessary revenue as negotiations are extended.

There is some merit to the union's first argument. The state statute contains a less regulated authorization for union security provisions than the NLRA.

A precise reading of the retroactivity section of the state law does not support the union's second argument, however. There is no need for a "retroactivity" clause in the NLRA, but a statutory authorization for payment of retroactive wages is needed for public employers in Washington state to avoid a claim of an unconstitutional gift of public funds by paying more money for work which has already been performed at a previously established rate. Constitution of the State of Washington, Article II, Section 25. The retroactivity section

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[7] Public employee strikes are enjoinable under common law. Longshoremen v. Port of Seattle, 52 Wn.2d 317 (1958). RCW 41.56.120 provides: "Nothing contained in this chapter shall permit or grant any public employe the right to strike or refuse to perform his official duties."

allows only that all "benefits" in the new collective bargaining agreement "may accrue beginning with such effective date as established" retroactively. The statute does not detail that "all terms of the agreement" or "the agreement in its entirety" may be retroactive. The complainants submitted substantial legislative history of RCW 41.56.950 which suggests that only limited items may be made retroactive.[8]

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[8] Complainants' Post-hearing Brief at pages 15-16 details:

> The statutory provision [RCW 41.56.950] was introduced into the House in 1971 as a mandatory requirement that "all benefits and wage increases shall be effective retroactively." HB 1075; Governor Dan Evans' Legislative Files; Washington State Legislative House Journal, April 26, 1971, p. 1533. After being referred to the House Committee on Labor and Employment Security, the Committee made the bill permissive, providing that "all benefits included in the new collective bargaining agreement including wage increases may" be effective retroactively. (Washington State Legislative House Journal, April 26, 1971, pp. 1533-34.) The House on April 29, 1971 passed the bill as recommended by committee. When the Senate considered the bill the following month, an amendment to the bill was proposed which would have revised RCW 41.56.110 concerning union-security provisions and binding arbitration of labor disputes. (Washington State State [sic] Senate House Journal, May 8, 1971, pp. 1661-62.) That amendment was ruled out of order as expanding the scope of the bill and, after further discussion, the Senate passed the bill on May 8, 1971. (Washington State Legislative Senate Journal, May 8, 1971, pp. 1665-66.) Nowhere in the legislative history is there any indication that the term "benefits" in RCW 41.56.950 would permit demands for and threats of discharge over contract hiatus union dues.

The definition of a benefit is "something that promotes or enhances well-being". American Heritage Dictionary, Second College Edition, (Houghton Mifflin Co.; 1982). Black's Law Dictionary, 4th Ed. (1968) gives the interpretation of "benefit" as an advantage, profit, fruit or privilege and that a benefit "enhances the value of the property or rights of citizens as contradistinguished from what is injurious." Logically, the request for, and threat of, discharge would not be a "benefit", but some injury or detriment to subject employees.

As suggested above, it could be true that a union representing public employees might be anxious to conclude negotiations to protect its union security provisions. However, such impetus for parties to settle a collective bargaining agreement in negotiations prior to its expiration does not violate the requirement to bargain in good faith. An employer who is the beneficiary of a contractual waiver of union bargaining rights[9] might be just as anxious to conclude negotiations as would be a union seeking to protect union security provisions.

Other Precedent at the State Level

The union cites the decision in Association of Capitol Power-house Engineers v. Washington, 89 Wn.2d 177 (1977), where the Supreme Court interpreted the union security provision applicable to state employees, RCW 41.06.150. The Court noted that the purpose of allowing union security provisions in public employee collective bargaining agreements is to:

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9 Waivers of bargaining rights on mandatory subjects of bargaining also have been found to expire with the collective bargaining agreement. Seattle School District, Decision 2079-C (PECB, 1986).

> [R]emedy what the legislature apparently believed to be an unfair situation. . . . [Such statutes] reflect a concern that all employees contribute to the costs of the union representation from which they benefit.

89 Wn.2d at 183

The union then looks to Berns v. Wisconsin Employment Relations Commission, Wis.2d 252 (1980); 299 N.W.2d 248 (1980).[10] The Wisconsin Supreme Court held that the purposes of a state allowing union security or "fair share" provisions[11] is furthered by the retroactive application of such provisions to the effective date of the contract, writing:

> [R]etroactivity is a way of life in labor negotiations . . . the obvious aim of fair-share agreement [is] to spread the cost of collective negotiations among all who enjoy the benefits of the bargain. The petitioners enjoyed the benefits of the successor agreement for the period from January 1 through February 3, and thus fair-share deductions for the same period are clearly in furtherance of the cost allocation rationale of fair share.

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10 The lower court decision on appeal in Berns had noted that allowing some employees to become free riders at the crucial period when the contract is being renegotiated "would seriously affect the financial stability of the union and ultimately the rights of the individual members." Berns v. Wisconsin Employment Relations Commission, 94 Wis.2d 214 (1979); 287 N.W.2d 829 (1979).

11 A "fair share agreement" under Wisconsin law differs from a union security provision under Washington law, in that employees are required to pay only their pro rata "fair share" for the actual costs of the union's services.

Berns is distinguishable from the instant case on the facts, however. The fair share agreement involved in Berns could not be invoked to effect the discharge of any employee, whereas the foundation of a complaint charging violation of RCW 41.56.150 (1) and (2) is that a union has requested an employer to discharge an employee for failure to pay union dues and fees. It is the threatened discharge, when no dues or fees are owing, which is the "interference" with the employee's rights. RCW 41.56.150(1). Similarly, the request from the union to the employer to terminate the employee when no monies are legitimately due the union, is the "inducement" prohibited in RCW 41.56.150(2).

Effect of Rollover Clause

The union advances that when a collective bargaining agreement includes a provision to have the agreement continue in effect past its expiration date if neither party opens contract negotiations, then it is possible to have a union security clause survive the expiration of a contract. It cites Trico Products Corp., 238 NLRB 1306 (1978), where the NLRB refused to find a violation of the NLRA by either the employer or an incumbent union. Following an election won by another union, but before certification, the contracting parties in Trico had continued to enforce the union security provision of their collective bargaining agreement. The union had given notice to modify the agreement; but neither it nor the employer had given notice to terminate the agreement, which by its terms was automatically renewed. The NLRB held that, under such circumstances, the employer and the union could safely maintain the status quo until the representation question was conclusively resolved by the Board with the issuance of a certification. The NLRB reasoned that the certification, as distinct from the actual election, was required in the interest

of industrial justice. The fact that was pivotal in the Trico case, and that is lacking here, is that the Board found that the employer could continue the dues check-off in accordance with the terms of an expired collective bargaining agreement which has been extended by agreement of the parties, provided that employees do not object and have not revoked their authorizations. Clearly, all of the complainants in the instant proceedings did object and they did revoke their authorizations for dues deductions.

Mootness

The union has stated that it is no longer making any claims for payment from complainant Hilstad, since he has been excluded from the bargaining unit. Such an exclusion after the fact does not moot his complaint concerning the demands made by the union while Hilstad was a member of the bargaining unit. At the time Hilstad filed his unfair labor practice charges, he was in the bargaining unit, the union was threatening his discharge, and the employer might have acted on the union's request to discharge him. The exclusion of Hilstad's position after he filed his complaint with the Commission does not lessen the injury he received by the union's interference with his rights when the union requested his discharge. His complaint is not moot.

Remedy

Apparently sometime after the December 3, 1987, letters from the IBEW, each of the complainants other than Hilstad tendered money to the union to cover dues amounts claimed for the hiatus period between contracts. RCW 41.56.160 allows the Commission to remedy unlawful conduct during the six months prior to the filing of an unfair labor practice complaint. Even though part

of the hiatus period itself was outside of the six months preceding the filing of the complaints, the demands for payment and the threats of discharge were made within the period for which the complaints were timely. Since the payments made for the entire hiatus period were also made during the six months immediately prior to the filing of the complaints, the entire sum covering the hiatus is within the scope of the remedy here.

These monies have been kept in an escrow account by the union, pending this order. Since it is the holding of this decision that union security provisions cannot be applied retroactively under Chapter 41.56 RCW, the union is ordered to return the escrowed monies to the individual complainants. Each employee shall be made whole for the amount of money unlawfully extracted from him or her along with interest in accordance with WAC 391-45-410.

The union is also ordered to cease and desist from these actions in the future and to post appropriate notices.

FINDINGS OF FACT

1. The City of Seattle, Washington, is a "public employer" within the meaning of RCW 41.56.030(1).

2. International Brotherhood of Electrical Workers, Local 46, is a "bargaining representative" within the meaning of RCW 41.56.030(3), and is the exclusive bargaining representative of electrical workers employed by the City of Seattle. Local 46 is a member labor organization of the Joint Crafts Council, which bargains a master collective bargaining agreement with the City. Local 46 administers the Joint Crafts Council contract as it applies to the employees it represents.

3. At the time the complaints were filed, complainants Hollan Hilstad, Brian Hulbert, Thomas Grimm, Mary Meredith, Beto De Leon, Thanh Tran and Reino T. Heiskanen were public employees within the meaning of RCW 41.56.030(2), who were employed in the bargaining unit of City of Seattle employees represented by IBEW Local 46.

4. The City of Seattle and the Joint Crafts Council were parties to a 1983-1986 collective bargaining agreement which contained union security provisions. That agreement expired on August 31, 1986.

5. The City of Seattle and the Joint Crafts Council currently have a 1986-1989 collective bargaining agreement which was signed on November 4, 1987. The 1986-1989 agreement also contains union security provisions. By its terms, the 1986-1989 agreement was retroactive to September 1, 1986.

6. On or about December 3, 1987, IBEW Local 46 made demands on each of the above-named complainants for payment of union dues and fees covering the time period of the hiatus between collective bargaining agreements.

7. On or about December 3, 1987, IBEW Local 46 sent to the City of Seattle individual notices that the union would request the discharge of each of the above-named complainants, because of non-payment of union dues.

8. Sometime after December 3, 1987, and in response to the demands and threats of discharge made by IBEW Local 46, each of the above-named complainants except Hilstad paid the amount demanded to Local 46.

9. On January 22, 1988, and April 25, 1988, within six months following the demands and threats of discharge made by the union and within six months following the payments of funds in response to those demands and threats, each of the above-named complainants filed unfair labor practice charges to initiate these proceedings.

10. In May of 1988, the Joint Crafts Council, IBEW Local 46 and the City of Seattle agreed to exclude the position of electrician crew chief occupied by Hilstad from the bargaining unit. Hilstad did not know that his position had been removed from the bargaining unit until the hearing on these unfair labor practice complaints.

CONCLUSIONS OF LAW

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

2. By attempting to apply a union security provision retroactively to a contract hiatus period, and by making demands for payment and threats of discharge in pursuit of such attempt, IBEW Local 46 has interfered with, restrained, or coerced public employees in the exercise of their rights guaranteed by Chapter 41.56 RCW. Such action is an unfair labor practice as enumerated in RCW 41.56.150(1).

3. By requesting the employer apply a union security provision retroactively to a contract hiatus period and initiate discharge actions against each complainant, IBEW Local 46 has attempted to induce the public employer to commit an unfair labor practice. Such action is an unfair labor practice as enumerated in RCW 41.56.150(2).

Based on stipulated facts, oral testimony, demeanor of the witness, the documents allowed into evidence, the legal argument of the parties and the record as a whole, it is

ORDERED

International Brotherhood of Electrical Workers, Local 46, its officers, elected officials, and agents, shall immediately:

1. Cease and desist from:

   a. Threatening to request the employer to discharge employees for non-payment of union dues accruing during a hiatus between collective bargaining agreements even though the replacement collective bargaining agreement, by its terms, is retroactive to the day following the expiration of the prior collective bargaining agreement;

   b. Attempting to induce a public employer to commit an unfair labor practice;

   c. Interfering with, restraining or coercing public employees in any other manner in the free exercise of their rights guaranteed them by the Act.

2. Take the following affirmative actions to remedy the unfair labor practices and effectuate the purposes and policies of Chapter 41.56 RCW:

   a. Make whole each complainant for the amount of money unlawfully extracted from him or her along with interest in accordance with WAC 391-45-410;

b. Post, in conspicuous places on the employer's premises where notices to its bargaining unit members are customarily posted, copies of the notice attached hereto. Such notice shall, after being duly signed by an authorized representative of the respondent, be and remain posted for sixty (60) days. Reasonable steps shall be taken by the respondent, and by the City of Seattle, to ensure that said notices are not removed, altered, defaced, or covered by other material.

c. Notify the complainants individually, 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 them with a signed copy of the notice required by this Order.

d. 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 this Order.

DATED at Olympia, Washington, this 30th day of March, 1989.

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

NOTICE

THE PUBLIC EMPLOYMENT RELATIONS COMMISSION HAS HELD A HEARING IN WHICH ALL PARTIES WERE ALLOWED TO PRESENT EVIDENCE. THE COMMISSION HAS FOUND THAT WE VIOLATED THE PUBLIC EMPLOYEES COLLECTIVE BARGAINING ACT (CHAPTER 41.56 RCW) AND HAS ORDERED US TO POST THIS NOTICE.

WE WILL NOT demand union dues payments be made for the time between the ending of one collective bargaining agreement and the beginning of the replacement collective bargaining agreement if the employees refused to make the payments, even though the benefits of the replacement agreement are retroactive.

WE WILL NOT attempt to cause the City of Seattle to discharge employees who are current in their payment of union dues.

WE WILL NOT in any like or related manner, interfere with, restrain or coerce employees in the exercise of rights guaranteed them by the Public Employees' Collective Bargaining Act.

WE WILL pay to HOLLAN HILSTAD, BRIAN HULBERT, THOMAS GRIMM, MARY MEREDITH, BETO DE LEON, THANH TRAN, AND REINO T. HEISKANEN any union dues money that we collected from them when we were not supposed to do so.

WE WILL pay interest on any money we owe to HOLLAN HILSTAD, BRIAN HULBERT, THOMAS GRIMM, MARY MEREDITH, BETO DE LEON, THANH TRAN, AND REINO T. HEISKANEN.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46

By:_____
Authorized Representative

DATED_____

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 any 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) 754-3444.