STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

CITY OF SEATTLE, Employer.	)	
GEORGIANNE BROWNING, Complainant,	)	CASE 8818-U-90-1932
vs.	)	DECISION 3872-B - PECB
TEAMSTERS UNION, LOCAL 763, Respondent.	)	DECISION OF COMMISSION

Rex Browning, Attorney at Law, appeared on behalf of Georgianne Browning.

Davies, Roberts & Reid, by Bruce Heller, Attorney at Law, appeared for the union.

This case comes before the Commission on a timely petition for review filed by Georgianne Browning, seeking to overturn a decision issued by Examiner Rex L. Lacy.[1]

BACKGROUND

Teamsters Union, Local 763, AFL-CIO, is one of 13 unions that make up a "Joint Crafts Council" which represents various employees of the City of Seattle. Jon Rabine is the secretary-treasurer of Local 763, and also serves as president of the Joint Crafts Council. Tom Krett is a business agent for Local 763 who has responsibility regarding administration of the contract between the Joint Crafts Council and the City of Seattle.

---

[1] Decision 3872-A (PECB, 1992).

Georgianne Browning is an employee of the City of Seattle, working in the Enforcement Section within the Department of Licenses and Consumer Affairs. Her position is within a bargaining unit for which Local 763 is the exclusive bargaining representative. When Browning was hired into her current position, approximately 10 years ago, she came under union security obligations of the collective bargaining agreement then in effect. In accordance with those obligations, Browning paid the union a $100 initiation fee and authorized the employer to make monthly payroll deductions for union dues.

The City of Seattle and the Joint Crafts Council were parties to a collective bargaining agreement that was effective from September 1, 1986 through August 31, 1989. That contract, like predecessor contracts, contained a union security provision requiring employees in the affected bargaining units to become and remain union members. In August of 1989, as their 1986-89 contract was about to expire, the employer and the Joint Crafts Council signed a memorandum of understanding that provided for the extension of all terms and conditions of the 1986-89 collective bargaining agreement until a successor agreement was negotiated and implemented.

On April 20, 1990, Browning rescinded her authorization for payroll deduction of her union dues, and discontinued making dues payments to Local 763. At the time of this action, she acted in the belief or assumption that there was a hiatus between contracts. Browning had received no direct notice that the 1986-89 labor contract had been extended, but there is also no evidence that she sought to confirm the existence of a contract hiatus by inquiry to either the employer or union.

During May of 1990, members of the bargaining unit represented by Local 763 ratified a successor contract. Browning did not attend the ratification meeting, and asserts that she was not informed of the date, time, and place of the meeting. Krett testified that

notice of the ratification meeting was posted on bulletin boards on the employer's premises, and that notice was mailed to employees who were then members in good standing of Local 763.[2]

On June 22, 1990, the employer and the Joint Crafts Council signed their successor collective bargaining agreement, which was nominally in effect for the period from September 1, 1989 through August 31, 1991. The new contract contained a union security provision which required bargaining unit employees to apply for and/or maintain membership in the union.

On July 26, 1990, the union held a membership meeting at which copies of the new labor agreement were distributed to bargaining unit members. Krett testified that notice of the meeting was again posted in the usual places and mailed to members of the union who were in good standing. Browning testified that she was not aware of, and did not attend, that meeting. A copy of the new contract was left on Browning's desk sometime the following month.

Browning did not pay union dues during the months of May, June and July of 1990. On August 17, 1990, Local 763 notified Browning that she was delinquent in her union security obligations. The union demanded payment computed as follows:

$ 100.00 - Re-initiation fee[3]
$ 54.00 - Dues for June, 1990 - July, 1990
$ 4.00 - Assessments
$ 158.00 - TOTAL

---

[2] Krett testified that, as of the time of the ratification meeting, Browning's name would still have appeared on the union's mailing list, even though she had not paid dues for the month of May, 1990.

[3] Section 17 of Local 763's by-laws provides that when a union member becomes delinquent in payment of their dues for three months or more, they must pay a re-initiation fee of $100.00 to again become a member in good standing.

The union requested payment by August 31, 1990, and provided a telephone number for Browning to contact the union.

Browning telephoned the union office and discussed the matter with Krett. During that conversation, Browning complained that she had received no notice of the new agreement before August of 1990, and she questioned why the union hadn't provided prior notice of the need to bring dues current to avoid liability for a re-initiation fee. Browning testified she was told the fee was based upon a dues delinquency for the months of June, July and August of 1990, and that there was no mention of a delinquency for May of 1990. Krett disputed Browning's recall, believing that he explained that she became liable for the re-initiation fee by virtue of failing to pay dues for three months which included May of 1990, even though the union was not demanding payment of dues for that month.

Browning wrote to Rabine on August 27, 1990, complaining about the August 17, 1990 letter that she had received. Browning requested a copy of the document "which has a $100 re-initiation fee and $4.00 assessments" demanded by the union. Browning made reference to a nine month period when the union was "without a contract", and stated that she would pay the dues owed for June and July of 1990 only after she received a refund of dues she had paid during the period when no contract had allegedly been in effect.

On August 31, 1990, Browning visited the union's office and paid $85.00 to cover the following amounts:

$ 27.00	- June dues
$ 27.00	- July dues
$ 27.00	- August dues
$ 81.00	- Total June, July & August Dues
$ 4.00	- Late fee
$ 85.00	- TOTAL

Browning acknowledges that, during this visit, Krett advised her that she remained liable for a re-initiation fee, even though the

union was not requiring dues for May of 1990 as a condition of employment. Browning felt that she could not properly be viewed as "delinquent" for three months if the union was not demanding payment of dues for May of 1990, and she refused to pay the $100.00 re-initiation fee.

On August 31, 1990, Krett sent a letter to Browning concerning the re-initiation fee dispute, as follows:

> In response to your letter dated August 27, 1990, which was received in our office yesterday, I phoned you to advise you that your letter did not waive the requirement that payment for outstanding dues and fees be paid by the close of business this date. You advised me that you would pay the dues owed but were refusing to pay any reinstatement fee.
>
> I spoke with you later today when you were in our office to make the dues payment. At that time I gave you a copy of the Local Union Bylaws and International Union Constitution. Once again you stated you were refusing to pay the re-initiation fee. I informed you that the union would therefore find it necessary to institute procedures for your discharge from employment.
>
> The re-initiation fee you have been charged is due to your failure to secure a honorary withdrawal card from the union once you elected to no longer pay union dues for the period from April of 1990 to present, a period exceeding three months. Honorary withdrawal cards are issued only to individuals who become unemployed in the jurisdiction of the Local Union. Because you continue to be employed within the jurisdiction of this Local Union you were ineligible for receipt of an honorary withdrawal card which would have alleviated the need for the payment of a new initiation fee. As a result, once you were again required by the Labor Agreement to become and remain a member of the Union, you were assessed a new initiation fee.
>
> A reminder regarding late fees and re-initiation fees is contained within the Local 763 column of the Washington Teamsters Newspaper which is mailed to your home address quarterly.

> Please be advised that should you fail to pay to our office the full amount owed for the re-initiation fee ($100.00) by September 12, 1990, the Union shall find it necessary to institute proceedings for your discharge in accordance with the terms of your Labor Agreement.

Browning did not pay the requested amount by September 12, 1990, and the union thereafter sought her discharge for noncompliance with Article III, Section 3.1 of the collective bargaining agreement.

On October 5, 1990, Browning filed this unfair labor practice case with the Public Employment Relations Commission. The complaint alleged that Local 763 had violated RCW 41.56.150(1) and (2), by attempting to have her discharged from her employment with the City of Seattle, based on an alleged failure to pay union dues and fees. On the same date, Browning gave the union notice of the complaint and paid the union $100.00, asking that the funds be held in escrow pending the outcome of this unfair labor practice proceeding. The union then withdrew its request for Browning's discharge.

The issue of whether certain allegations of Browning's complaint stated a cause of action came before the Commission on an appeal from the Executive Director's preliminary ruling made under WAC 391-45-110. The matter was remanded for an evidentiary hearing, to determine whether the union's demand for a re-initiation fee from Browning violated the Commission's ruling in City of Seattle, Decisions 3169-A, et seq. (PECB, 1990),[4] and to determine whether Browning was given proper notice of her union security obligations, under WAC 391-95-010. The Commission ruled, however, that it was

---

[4] On March 26, 1990, the Commission had ruled in seven related cases that a union security clause applies only prospectively from the date a contract is signed, and that a union security obligation does not continue in effect during a hiatus between contracts. That is referred to herein and elsewhere as the "Hilstad" case, after the name of the lead complainant.

not the proper forum to resolve disputes concerning the interpretation or application of the labor contract between the employer and union, and/or the union's bylaws.[5]

A hearing was held on February 4, 1992, before Examiner Rex L. Lacy. Following the receipt of post-hearing briefs, the Examiner issued his findings of fact, conclusions of law, and order on November 19, 1992. The Examiner concluded that the union's demand for payment of a re-initiation fee, after Browning failed to pay union dues for a period of more than three consecutive months, did not violate RCW 41.56.150(1) or (2). The Examiner likewise found no violation of WAC 391-95-010.

On December 9, 1992, Browning filed a petition for review, thus bringing this case before the Commission for a second time.

POSITIONS OF THE PARTIES

Browning's petition for review challenges the Examiner's failure to make certain findings of fact, and challenges the Examiner's conclusion that the union's actions did not violate RCW 41.56.150. After requesting an extended briefing schedule, Browning did not submit a brief by the extended date set for filing of argument in support of her petition for review. Browning had argued before the Examiner that the Commission's Hilstad decision is applicable in this case, reasoning that if a union cannot lawfully demand payment of dues during a contract hiatus period, then neither can it levy a penalty upon bargaining unit members for their failure to pay those dues. Browning further asserted that the union violated its notice obligation under WAC 391-95-010, by allegedly failing to provide Browning with a specific, clear explanation of the basis for imposition of a re-initiation fee.

---

[5] City of Seattle, Decision 3872 (PECB, 1991), at page 8.

The union's response to the petition for review was limited to a statement that the appeal raised issues already addressed in argument to the Examiner. The union had contended that Browning was properly assessed a re-initiation fee in 1990, when she resumed paying monthly union dues after failing to do so for a period exceeding three months. The union agrees with the Examiner's decision and asks that it be affirmed.

DISCUSSION

The complaint in this matter alleged a violation of RCW 41.56.150, which defines unfair labor practices by bargaining representatives. That statute reads, in relevant part:

> **41.56.150 UNFAIR LABOR PRACTICES FOR BARGAINING REPRESENTATIVES ENUMERATED.** 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 granted by this chapter;
>
> (2) To induce the public employer to commit an unfair labor practice; ....

The Commission has adopted Chapter 391-45 WAC as rules for the processing of unfair labor practice cases. As the complainant, Georgianne Browning has the burden, under WAC 391-45-270, of proving any alleged unlawful conduct by Local 763.

The Public Employees' Collective Bargaining Act, Chapter 41.56 RCW, permits union security arrangements under RCW 41.56.122, but only in the context of a collective bargaining agreement:

> **RCW 41.56.122 COLLECTIVE BARGAINING AGREEMENTS -- AUTHORIZED PROVISIONS.** A collective bargaining agreement may:

> (1) Contain union security provisions: PROVIDED, That nothing in this section shall authorize a closed shop provision ...

Although the weeks-old Hilstad precedent may not have been widely known at the time that Browning discontinued paying her union dues, it is now clear that the union security obligations of bargaining unit employees cease during a hiatus between contracts, and that a union commits an unfair labor practice by attempting to enforce union security obligations during a contract hiatus. See, Spokane County Fire District 9 (International Association of Fire Fighters, Local 2916), Decision 3773-A (PECB, 1992).

When she elected to cease paying union dues in April of 1990, Browning was acting under the belief that there was no collective bargaining agreement then in effect between the employer and union.[6] At the hearing, the union established that, by virtue of the memorandum of understanding executed by the employer and the Joint Crafts Council in 1989, the 1986-89 labor contract was still in effect during April, May and June of 1990. Inasmuch as the 1986-89 contract remained in effect until the successor contract took effect, there never was a hiatus between contracts. Based upon that established fact, the Examiner correctly concluded that the Commission's Hilstad decision is not applicable in this case.

The record likewise supports the Examiner's conclusion that Browning failed to show discriminatory enforcement of the union security obligation. The Examiner wrote, "Nothing in the record indicates that Local 763 considered or treated Browning's situation as anything more than a bookkeeping transaction."[7] We concur with the Examiner in that regard.

---

[6] The Commission was acting under the same impression in September of 1991, when we issued our earlier decision in this case.

[7] Decision 3872-A at pages 15-16.

The Sufficiency of Notice

The focus of Browning's petition for review of the Examiner's decision is on the issue of notice. Browning asserts that the Examiner should have made certain additional findings of fact, to the effect that the union: (1) failed to advise Browning of the contract extension; (2) failed to advise her of the method used to calculate the re-initiation fee and the fact that the claimed fee was based upon an alleged delinquency in the payment of dues for the month of May, 1990; (3) failed to provide Browning with a copy of the 1986-89 collective bargaining agreement as extended by the memorandum of understanding; and (4) failed to provide Browning with a copy of the agreement requiring payment of the re-initiation fee. We agree that the Examiner's findings of fact should be amended to include certain additional facts. Our additional findings of fact do not change the result, however.

In WAC 391-95-010, the Commission has codified certain minimum notice requirements imposed on a union that desires to enforce a union security obligation. The regulation reads, in relevant part:

> **WAC 391-95-010 UNION SECURITY--OBLIGATION OF EXCLUSIVE BARGAINING REPRESENTATIVE.** An exclusive bargaining representative which desires to enforce a union security provision contained in a collective bargaining agreement negotiated under the provisions of chapter 28B.52, 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.** ...
>
> [Emphasis by **bold** supplied.]

This notice requirement is principally directed at the onset of union security obligations.[8]

We agree with the Examiner that an employee's lawful refusal to pay union dues during a contract hiatus may nevertheless subject that employee to a "re-initiation" or "reinstatement" fee under the terms of a union's constitution and bylaws. When a contract hiatus occurs, an employee's decision to cease paying union dues under the Hilstad precedent is thus made at some personal financial risk. The financial dilemma faced by a bargaining unit member was well-described in City of Seattle, Decision 3835 (PECB 1991):

> Had the hiatus between contracts lasted less than four months, the [employee] would have been better off to remain a dues-paying member and preserve his original initiation fee. Since the hiatus actually lasted more than nine months, the [employee] had a net savings even after payment of the re-initiation fee.

For those bargaining unit members who pay union dues only because they are contractually required to do so, and not out of a desire to support the union, a decision on whether to cease paying union dues during a contract hiatus will be dependent on the individual's estimation of the likely duration of the hiatus. If a bargaining unit member is misled as to the existence of a contract hiatus, the foregoing estimation cannot reasonably be made.

Browning does not dispute that she was given a copy of the 1986-89 labor contract, or that she had valid notice of her union security obligations under that contract. The issue this case presents is whether WAC 391-95-010 should be viewed as requiring additional

---

[8] Our rule is consistent with National Labor Relations Board (NLRB) precedent, which holds that a union has a "fiduciary duty" to give employees clear and unambiguous notice of their obligations under a contractual union security provision. See, Distillery Workers, Local 38 (Schenley Distillers, Inc.), 242 NLRB 370 (1979).

notice when the 1986-89 contract was extended. The 1986-89 labor contract had a stated expiration date of August 31, 1989, and the record supports Browning's assertion that she was never given any notice that the 1986-89 contract had been extended.[9] Browning would have us apply WAC 391-95-010 in a way that would place an obligation on a union to affirmatively advise bargaining unit members when a labor contract is extended. We are reluctant to go that far in enforcing a rule that is primarily aimed at the onset of union security obligations. Under circumstances different than those that occurred in this case, a union's attempt to impose re-initiation fees could be found unlawful. If an employee became subject to a re-initiation fee only because he or she was affirmatively misled as to the existence of a contract hiatus, we would agree that an "interference" violation could be found under RCW 41.56.150(1). In Spokane Fire District 9, supra, for example, an unfair labor practice violation was found where union officials told employees that the union security obligation continued, even after the contract had expired. In the present case, however, Browning did not even inquire of the union before choosing to cease paying union dues.

Contract extensions have been, and undoubtedly will continue to be, a common occurrence in bargaining relationships. Multi-year contracts are sometimes "rolled over" for one or more additional years, in connection with negotiation of wage reopeners or other mid-term issues.[10] An employer and union facing an impending contract expiration without a settlement in contract negotiations

---

[9] In fact, there is no indication that the memorandum of understanding signed in August of 1989 was publicized to any member of the bargaining unit.

[10] Examples of this type occur in cases involving application of the "contract bar" provision of RCW 41.56.070. The "pre-mature extension" doctrine permits a representation petition during the original "window" period, but does not invalidate such a contract as between its parties. See, Mabton School District, Decision 2419 (PECB, 1986).

may each have substantial interest in signing a contract extension that will keep in place contractual protections such as the no-strike clause and its quid pro quo, the grievance arbitration clause, while the parties negotiate a successor contract.[11] The public's interest in maintaining labor peace is served by contract extensions, to the extent that they avert either a "crisis mentality" between contract negotiators or the damage done by a strike or lockout.[12]

---

[11] An extension for a period less than 90 days, would not bar a representation petition under the "contract bar" rule, but would nevertheless be valid as between the signing employer and union. See, West Valley School District, Decision 2913-B (PECB, 1988).

[12] We are mindful that this is an isolated case, and that the potential for recurrence of this type of situation is very limited. Extension of collective bargaining agreements beyond their stated expiration date has become the rule, rather than the exception, under RCW 41.56.123:

> **RCW 41.56.123 COLLECTIVE BARGAINING AGREEMENTS--EFFECT OF TERMINATION--APPLICATION OF SECTION.** (1) After the termination date of a collective bargaining agreement, all of the terms and conditions specified in the collective bargaining agreement shall remain in effect until the effective date of a subsequent agreement, not to exceed one year from the termination date stated in the agreement. Thereafter, the employer may unilaterally implement according to law.
>
> (2) This section does not apply to provisions of a collective bargaining agreement which both parties agree to exclude from the provisions of subsection (1) of this section and to provisions within the collective bargaining agreement with separate and specific termination dates.
>
> (3) This section shall not apply to the following:
>
> (a) Bargaining units covered by RCW 41.56.430 et seq. for factfinding and interest arbitration;
>
> (b) Collective bargaining agreements authorized by chapter 53.18 RCW;
>
> (c) Collective bargaining agreements authorized by chapter 54.04 RCW.
>
> (4) This section shall not apply to collective bargaining agreements in effect or being bargained on July 23, 1989. [1993 c 398 §4; 1989 c 46 §1.]

In this case, the expiring contract was "in effect" on July 23, 1989. Had the statute been applicable, it would have kept the 1986-89 contract in effect during the entire period from its stated expiration date to the signing of the successor contract some 9 or 10 months later.

In the Commission's view, parties who are in the throes of contract negotiations should not be set up for trouble by imposing "notice" requirements that merely announce the continuation of union security obligations that have been in effect for some time. While the obligation to give notice is well-established in case precedent under collective bargaining laws, the occasions for giving notice are normally when there is to be some **change** from the status quo. The logical extension of Browning's argument would be to require one particular type of notice that is out-of-step with the rest of labor-management relations.

WAC 391-95-010 will continue to serve its useful, and intended, purpose as a condition precedent to: (1) the initial enforcement of union security obligations for a bargaining unit; (2) the revival of union security obligations for a bargaining unit after there has been a contract hiatus; (3) the enforcement of union security obligations on newly-hired or returning employees who have not been the beneficiaries of unit-wide notices; and (4) the enforcement of union security obligations when there is a change in the amount of dues, the method of calculating applicable dues, or the applicable penalties when dues are not paid. We decline, however, to interpret that rule as putting the employer and union at risk of committing an unfair labor practice by reason of failing to give employees a new notice under WAC 391-95-010 when the status quo is merely continued. Weighing the competing policy considerations, we find it preferable to expect a represented employee to ask about the contract status before they conclude that a hiatus exists.

In addition to our conclusions regarding WAC 391-95-010, the record indicates that any alleged deficiency in notice was cured in time for Browning to avoid liability for the re-initiation fee. Reminders of the existence of late fees and re-initiation fees charged by the union were published in a newspaper mailed to union members on a quarterly basis. Browning was on the mailing list for

that publication while she was a dues-paying member of Local 763. Browning was also on the mailing list for the notice published in May of 1990, announcing a meeting to ratify a new collective bargaining agreement. Even if a copy of that notice was not received by Browning at her home, we find the record persuasive that this notice was posted at the worksite. The nature of that meeting was such that, had Browning attended or even inquired into its substance, she would have learned that the proposed new contract was to contain a union security obligation.

The new labor contract was executed in June of 1990. According to Krett's testimony, that fact was well-publicized in the local media. It can reasonably be inferred to have been a topic of discussion at the workplace. The union also published notice of a meeting held in July of 1990, when copies of the printed, full-text contract were distributed to bargaining unit employees. Notices of that meeting were posted as well on bulletin boards at the workplace, including a bulletin board at Browning's jobsite.[13]

Browning claims she did not see any posted notices at her work-place, that she did not receive any mailed notices of the union meetings held in May and July of 1990, and that she was unaware that a new contract had been signed until a copy of the contract appeared on her desk. There is no evidence in the record to suggest that anyone other than Browning was unaware by July of 1990 that a new contract had been negotiated. There is always a chance that a mailed notice was lost in the mail, or that a posted notice was not observed, but the record is convincing that, in accordance with its normal practice, the union provided sufficient notice of the existence of a new contract by July of 1990. The events of

---

[13] Krett conceded in testimony that Browning's name would probably have been dropped from the mailing list of union members by July, 1990, because she had not paid dues for May and June of 1990. Thus, she may not have been mailed individual notice of the July 26, 1990 meeting.

May, June and July of 1990 are controlling here, because they occurred in sufficient time for Browning to have avoided liability for any re-initiation fee. Had she acted on what she knew or should have known, she could have paid union dues on a timely basis, before three months of delinquency had occurred.

Union Reliance on Dues Deficiency for May of 1990

There is no dispute that Browning failed to pay dues for May, June and July of 1990, a three month period of time. The union's initial notice to Browning regarding her dues delinquency did not indicate that her liability for a re-initiation fee was premised upon her failure to pay union dues for the month of May, 1990. Any confusion in that regard was subsequently clarified. By August 31, 1990, Krett explained to Browning that she was viewed as liable for a re-initiation fee on the basis that she had not paid union dues for the months of May, June and July, 1990.

We find nothing unlawful in the fact that, even though the union elected not to **demand** payment of the monthly dues for May of 1990,[14] it still viewed Browning as delinquent for that month when computing her liability for a re-initiation fee. As we noted in our earlier decision, any dispute as to whether the union was improperly administering provisions of its bylaws is properly resolved in a forum other than this one.[15]

---

[14] Much of Browning's argument in this case was premised on the mistaken assumption that she had no union security obligation for the month of May, 1990. Those are not the facts, and we refrain from discussing what might have been under a hypothetical situation. The union could apparently have demanded payment of union dues for May of 1990, under the union security obligation of the 1986-89 contract as extended by the memorandum of understanding signed in August of 1989.

[15] We have considered Browning's assertion that she was not given a copy of the union's bylaws until August of 1990, but only in relation to the union's "notice" requirements

Conclusions

The Commission concludes that Browning became subject to a re-initiation fee under the union's bylaws because she failed to sufficiently ascertain what financial or other penalties might become applicable if she ceased paying monthly union dues. Browning elected to terminate her dues payments after having received prior notice that her failure to pay dues could trigger late fees and re-initiation fees. Even if the absence of notice that the 1986-89 contract had been extended may have contributed to Browning's initial decision to discontinue her payment of union dues, that did not make the subsequent demand for a re-initiation fee unlawful. By July of 1990, Browning was given notice that any contract hiatus had ended. Her liability for a re-initiation fee arose only after the union took reasonable steps to apprise bargaining unit members of the existence of a successor labor contract which continued their union security obligation. We thus affirm the Examiner's conclusion that there was no violation of RCW 41.56.140 or WAC 391-95-010 in this case.

NOW, THEREFORE,

I. The Commission makes the following:

AMENDED FINDINGS OF FACT

1. The City of Seattle is a "municipal corporation" within the meaning of RCW 41.56.020, and is a "public employer" within

---

under WAC 391-95-010. As noted above, the existence of the re-initiation fee was announced periodically in the union's newspaper. Browning may not have received a full copy of the union's bylaws before August 31, 1990, but there is no evidence that she sought one before ceasing her dues payments, or even before she became liable for a re-initiation fee.

the meaning of RCW 41.56.030(1). The employer operates a Department of Licenses and Consumer Affairs which employs "license and standards inspectors".

2. Teamsters Union, Local 763, a "bargaining representative" within the meaning of RCW 41.56.030(2), is one of 13 labor unions who make up a Joint Crafts Council representing employees of the City of Seattle. Local 763 is the exclusive bargaining representative of certain employees in the Department of Licenses and Consumer Affairs.

3. The City of Seattle and the Joint Crafts Council were parties to a collective bargaining agreement that was effective from September 1, 1986 through August 31, 1989. That contract contained a union security provision which required bargaining unit employees to become and remain members in good standing. The contract provided that failure to comply with the union security provision may result in termination from employment with the City of Seattle.

4. Georgianne Browning, a "public employee" within the meaning of RCW 41.56.030(2), is an employee of the City of Seattle who was, at all times pertinent hereto, within the bargaining unit represented by Local 763 as part of the Joint Crafts Council. Under the terms of the 1986-89 collective bargaining agreement and predecessor agreements, Browning had become and remained a member of Local 763.

5. On August 29, 1989, the City of Seattle and the Joint Crafts Council entered into a memorandum of understanding, extending their 1986-89 collective bargaining agreement pending the conclusion of negotiations on a successor contract. When the 1986-89 labor contract was extended, Browning was not personally notified of that fact.

6. In April of 1990, while the contract extension described in paragraph 4 of these findings of fact was in effect, Browning rescinded her authorization for payroll deduction of union dues. Browning may have acted on an assumption that there was a hiatus between contracts, but there is no evidence that she took steps to verify that assumption with either the employer or the union, or that the union affirmatively misled her as to the existence of a contract extension.

7. Browning made no dues payments to Local 763 during the months of May, June or July of 1990.

8. In May, 1990, the union gave notice of a meeting to ratify proposed changes in a new collective bargaining agreement. That notice was posted at Browning's jobsite, and was mailed to the home address of union members, including Browning.

9. On June 22, 1990, the City of Seattle and the Joint Crafts Council effectuated and implemented a successor contract effective from September 1, 1989 through August 31, 1991. The fact of this successor contract was publicized in the local media. The union security obligations specified in Article III of that contract are similar to those which had been contained in the 1986-89 contract, as extended by the memorandum of understanding described in paragraph 4 of these findings of fact.

10. On July 19, 1990, the union gave notice of a meeting on July 26, 1990 at which copies of the new labor contract were distributed. That notice was posted at Browning's jobsite, but Browning did not attend that meeting. A copy of the contract was left on her desk sometime the following month.

11. On August 17, 1990, Local 763 notified Browning that she was in arrears in payments under her union security obligations.

That letter demanded $54.00 for regular monthly dues for the months of June and July, 1990, demanded $4.00 for a late charge assessment, and demanded $100.00 for a re-initiation fee. The letter warned that enforcement of the union security obligation could result in termination of Browning's employment with the City of Seattle.

12. Browning thereafter disputed the re-initiation fee demanded by the union in the letter dated August 17, 1990, but did not take issue with the monthly dues or late fee demanded by the union. Browning stated her objections in a letter she sent to the union on August 27, 1990, and in conversations with the business representative of the union.

13. On August 31, 1990, Browning made a payment to the union in the amount of $85.00, representing her regular monthly dues for the months of June, July, and August of 1990, plus the $4.00 late fee demanded by the union. Browning refused to pay the $100.00 re-initiation fee demanded by the union.

14. On September 14, 1990, Local 763 notified Browning that the union was initiating discharge proceedings against her, in accordance with Article III, Section 3.1 of the collective bargaining agreement applicable to his employment. On the same date, the union made a request of the employer for the discharge of Georgianne Browning, citing her non-compliance with Article III, Section 3.1 of the collective bargaining agreement.

15. On October 12, 1990, Browning paid the $100.00 re-initiation fee under protest. Thereafter, Local 763 withdrew the request for her termination.

II. The conclusions of law and order of dismissal entered by Examiner Rex L. Lacy are affirmed and adopted as the conclusions of law and order of the Commission.

Issued at Olympia, Washington, the 17th day of November, 1993.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

JANET L. GAUNT, Chairperson

DUSTIN C. McCREARY, Commissioner

Commissioner Mark C. Endresen did not take part in the consideration or decision of this case.