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Subj: Union Contract Negotiation Update
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To: Deaconess Medical Center and Valley Hospital and Medical Center
Employees
From: Hospital Negotiating Committee
Date: March 11, 2009

Some of you have asked us about rumors having to do with what might happen to those employees who have withdrawn, or are planning to withdraw, their authorizations requiring that the hospitals deduct union dues from their paychecks pursuant to the "check-off" provisions of the S.E.I.U. contracts. The hospitals are required by law to process any employee's request to revoke his or her payroll dues deduction and we continue to honor those requests. Since the S.E.I.U. is saying they'll collect those dues from employees anyway, we want to ensure that you understand what the law allows and requires in these circumstances. First, it is important to understand that the S.E.I.U.'s ability to force employees to pay dues depends upon whether an effective contract exists. The five separate contracts we had covering our Registered Nurses at Valley, and our Technical Employees and Service Employees at both Deaconess and Valley, all expired at 12:01 A.M. on January 1st. Since no contracts currently exist, here are answers to some of the questions we are being asked:

Q: Do I have to keep paying dues?

Since the contracts have expired, your obligation to pay dues depends on whether you remain a member of the S.E.I.U. Dues are required by the S.E.I.U.'s Constitution and By-Laws. Until a new contract is reached, the union can charge dues only as long as you are a union member.

Q: What happens if I stop paying dues?

Because the contracts have expired, the S.E.I.U. cannot require you to continue paying dues as a condition of employment. That means that the S.E.I.U. can not demand that we terminate you for failure to pay dues, which was a right they had under Section 1 (c) of ARTICLE 2 - UNION MEMBERSHIP of each of the expired contracts. However, because dues are a requirement of union membership, as long as you remain a member of the union, the S.E.I.U. can still try to collect dues from you.

Q: Do I have to remain a member of the S.E.I.U.?

No. Since the contracts have expired, there is no continuing obligation that you become and remain a member of the S.E.I.U. or "satisfy the financial obligations set by the Union" as a condition of employment. However, in order to avoid a continuing obligation to the union to pay dues, you would need to formally resign from the union.

Q: How do I resign my union membership?

To resign from the union, you should send the S.E.I.U. a written resignation notification that includes your name, date and signature by certified mail and also send a copy to the NLRB.

Q: If I resign from the S.E.I.U., what happens if a new contract is signed?

You could apply to renew your membership in the union; however the S.E.I.U. would not be obligated to reinstate you. In this case, the S.E.I.U. could not force us to terminate you as long as you offer to pay the monthly dues uniformly required by the S.E.I.U. of its members. In other words, upon signing of a new contract, you would have to resume tendering the monthly dues you used to pay.

Q: Can the S.E.I.U. collect the dues I stopped paying during the period when no contracts existed?

The S.E.I.U. could collect unpaid dues which you owed as long as you remained a member of the union. The Union's Constitution and By-Laws would be viewed by a Washington State Court as a "contract" between you and the union, allowing the S.E.I.U. to sue you for breaching the contract if you did not pay dues while you were a member. A formal resignation from the union would end any continuing obligation to pay dues until a new contract covering your job classification is signed. The fact is that, instead of reapplying for membership in the union, you would have the right (even after a new contract is signed) to simply offer to pay the monthly dues which had been required by the union before the contracts expired and you resigned your membership.

Q: If I submitted a revocation of my "dues deduction authorization", can the S.E.I.U. still sue me to collect any dues I don't pay?

The question of whether the S.E.I.U. could still collect any dues from you after you have withdrawn your "dues deduction authorization" depends upon whether your written revocation also constitutes a resignation from the S.E.I.U. (see above). We believe that the National Labor Relations Board would treat your "dues check off revocation" as a resignation from the union, as well. However, there is no guarantee that the N.L.R.B. would issue such a ruling, so the only truly reliable way to end your obligation to pay dues would be to submit to the S.E.I.U. a formal written resignation from the union.

Q: If I resign from the S.E.I.U., can the S.E.I.U. require me to pay a new "initiation fee" or a "reinstatement fee" once a new contract is signed?

No. The National Labor Relations Board has ruled that a union can not charge a new "initiation" or "reinstatement fee" if a member resigns while no contract is in effect.

There also have been questions asked of us regarding the process used to decertify a union, and it is important to ensure that employees have accurate information.

Q: I have been told that the decertification process cannot take place while the hospitals and the S.E.I.U. are still negotiating.

The fact that bargaining is continuing has nothing to do with whether a decertification petition can be filed. For that matter, a decertification petition can only be filed at this point as long as no new contract has been signed.

Q: I have been told that signatures from bargaining unit employees at both Valley and Deaconess would be required for the decertification petition to be valid.

The contracts cover five separate bargaining units between the two facilities. The necessary number of signatures (at least 30%) from any of those five units would constitute a valid decertification petition for that respective unit. Signatures cannot be combined from different bargaining units. The five recognized units are:

1. Valley RNs
2. Valley Technical
3. Valley Service
4. Deaconess Technical
5. Deaconess Service

**We understand that this can be a daunting and confusing process. Should you have questions or need further clarification, please feel free to contact your department manager or Human Resources Department.