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PUBLIC EMPLOYMENT  
RELATIONS COMMISSION

BEFORE THE  
PUBLIC EMPLOYMENT RELATIONS COMMISSION  
OF THE STATE OF WASHINGTON

PUBLIC SERVICE EMPLOYEES LOCAL  
674 (Charging Party, Case No.  
0-1954),  
  
and  
  
SEATTLE CHAPTER NO. 4, ECONOMIC  
COUNCIL OF ASSOCIATIONS OF  
HEALTH PROFESSIONALS (Charging  
Party, Case No. 0-1969),  
  
and  
  
EVERGREEN GENERAL HOSPITAL (KING  
COUNTY PUBLIC HOSPITAL DISTRICT  
NO. 2, Respondent in Case No.  
0-1954 and Case No. 0-1969).

DECISION NO. 58 PECB

CASE NO. 7-0-1954 - *58 Pecb*  
CASE NO. 9-0-1969 - *58A Pecb*

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

THIS MATTER coming on before Willard G. Olson for the State of Wash-  
ington Public Employment Relations Commission, the charging parties being rep-  
resented by their attorney, Mr. Hugh Hafer, the respondent being represented by  
its attorney, Mr. Philip L. Carter, and the said examiner having heard the wit-  
nesses, witnessed the evidence, briefs and exhibits filed herein, and being  
fully advised in the premises, now makes the following:

FINDINGS OF FACT

I

Local 674 on May 29, 1975 and Chapter No. 4 on June 20, 1975 filed  
charges against Respondent. Respondent has been charged with committing unfair  
labor practices by (1) refusing to engage in collective bargaining in violation  
of RCW 41.56.140 Sec. 4, and (2) by interfering with, restraining, or coercing  
their employees in the exercise of their rights guaranteed by statute in viola-  
tion of RCW 41.56.140 Sec. 1. In compliance with WAC 296-132-311 the Department  
of Labor and Industries did conduct an investigation and a Complaint and Notice  
of Hearing was issued on August 6, 1975. The Employer's answer to the Complaint  
was received on August 20, 1975 and denied all allegations contained therein.

Findings and  
Conclusions -1

1 The Unfair Labor Practice Hearing set for September 5, 1975 was continued, at  
2 the request of all parties, to November 5, 1975.

3 By agreement of all parties these unfair labor practice proceedings  
4 were consolidated for hearing and decision. The entire record in representation  
5 cases O-1774 (Local 674 and Respondent) and O-1776 (Seattle Chapter 4 and Respon-  
6 dent) are, by stipulation, incorporated as record evidence in this consolidated  
7 proceeding.

8 II

9 EVERGREEN GENERAL HOSPITAL (KING COUNTY HOSPITAL DISTRICT NO. 2) is a  
10 "public employer" within the meaning of RCW 41.56.020 and RCW 41.56.030 (1).

11 III

12 PUBLIC SERVICE EMPLOYEES, LOCAL NO. 674 is a "Labor organization"  
13 within the meaning of RCW 41.56.010, and is a "bargaining representative" within  
14 the meaning of RCW 41.56.030 (3).

15 IV

16 SEATTLE CHAPTER NO. 4, ECONOMIC COUNCIL OF HEALTH PROFESSIONALS is a  
17 "labor organization" within the meaning of RCW 41.56.010, and is a "bargaining  
18 representative" within the meaning of RCW 41.56.030 (3).

19 V

20 Separate election petitions, seeking bargaining agent certifications  
21 in separate bargaining units were filed on September 24 and 25 by the Charging  
22 Parties. On December 2, 1974, a separate Certification of Representative was  
23 issued to each of the Charging Parties. The Certifications were based upon the  
24 fact that a majority of the employees had signed bargaining authorization cards  
25 which had been cross-checked for authenticity by the Department of Labor and  
26 Industries. Respondent did not at any stage of the proceedings offer any evi-  
27 dence challenging the validity of the authorization cards. During the course  
28 of the unfair labor practice hearing, Respondent affirmatively objected to  
29 efforts by counsel for the Charging Parties to obtain from Respondent specimen  
30 signatures of the unit employees and to offer the authorization cards into  
31 evidence. Respondent's position was sustained.

32 Findings and  
33 Conclusions -2

1 VI

2 Respondent appealed the decisions certifying the bargaining units.  
3 The Director of the Department of Labor and Industries sustained the certifica-  
4 tions, except for one employee classification. This matter was reviewed and an  
5 amended certification was issued on June 10, 1975. Respondent thereafter sought  
6 review of the amended certification and such appeal was denied on July 17, 1975.

7 VII

8 The Charging Parties were certified as exclusive bargaining agents in  
9 the following bargaining units:

10 a. Local 674:

11 UNIT: INCLUDED: All employees in the specific job classifications  
12 of the following departments: Food Service: Cafeteria Aide, Diet  
13 Aide, Cook I & II, Dishwasher, Diet Aide/Relief Cook. Housekeeping:  
14 Housekeeper, Lead Housekeeper, Groundskeeper. Central Services:  
15 Central Services Tech, Central Services Aide. Business Office:  
16 L & I Welfare Billing, Credit Assistant, Medicare Biller, Billings/  
17 Collections Clerk, Payroll/Keypunch. Keypunch: Keypunch/Data Control.  
18 Switchboard: Lead PBX, PBX. Materials Management: Senior Store-  
keeper, Storekeeper, Clerk/Printer, Linen Aide. Unit Secretaries:  
Unit Secretaries. Medical Records: Medical Records Clerk. X-Ray:  
Radiology Secretary, Radiology Aide. Nursing Service-Non-R.N.:  
Nursing Service Secretary, Patient Call Dispatcher, Sterile Corridor  
Aide. Administration: Admitting Clerk, Admitting Clerk/Outpatient  
Department, Admitting Clerk/Unit Secretary, Medical Records Trans-  
criptionist.

19 EXCLUDED: Registered Nurses, employees represented by the Operating  
20 Engineers Loc. No. 286, the Accountant, the Internal Controls Assis-  
21 tant, the Medical Records Secretary (Accredited Medical Records Tech-  
nician), and the Administrative Secretary. Also excluded shall be  
22 students who work less than twenty-four (24) hours per week.

23 b. Chapter No. 4:

24 UNIT: INCLUDED: All full-time and regularly scheduled part-time  
25 employees in the following classifications; Medical Technologist,  
26 Radiologic Technologist, Operating Room Technician, Respiratory  
27 Therapist, Respiratory Therapy Technician, Medical Records Secre-  
tary (Accredited Medical Records Technician).

28 EXCLUDED: Supervisors, temporary or non-scheduled employees,  
29 students, and all other employees of the employer.

30 VIII

31 The Charging Parties made numerous requests for commencement of bar-  
32 gaining. The first such request was made on or about December 4, 1974. On or  
33 about May 13, 1975 the Unions again requested negotiations meetings. The Respon-  
dent, in a letter of May 22, 1975, stated they felt they had no duty to bargain.

1 On July 22, 1975 the Department of Labor and Industries sent a letter to the  
2 Respondent offering them the opportunity to begin negotiating. That letter  
3 stated that "If we have not received notification of meetings, or if we have  
4 received no reply by August 4, 1975, the Department will presume that the Hos-  
5 pital does not intend to engage in collective bargaining and will be required  
6 to proceed under authority of RCW 41.56.160." No reply was received from this  
7 communication.

8 IX

9 Respondent, in April, 1975, attempted unsuccessfully to obtain direct  
10 Court review and a "stay" of the proceedings then pending before the Department  
11 of Labor and Industries. Denying the stay the Court stated in part that "the  
12 possibility of Petitioner (Respondent-Employer) becoming involved in some ne-  
13 gotiating meetings does not constitute a showing of injury which would warrant  
14 a 'stay' or other injunctive relief."

15 X

16 Before Court proceedings were initiated, Respondent's Commissioners  
17 met to determine the course of action which should be followed. During this  
18 meeting, Dr. Matthew Evoy, a Commissioner of Respondent, said: "the longer we  
19 stall the more change might happen in numbers of employees on the payroll."  
20 There is no mention of dissent by other Commissioners nor is there any evidence  
21 that Dr. Evoy's statement was ever disavowed by the other Commissioners even  
22 though Counsel for Respondent advised the Commissioners "that stalling might  
23 constitute an unfair labor practice and be illegal."

24 From the foregoing Findings of Fact the Public Employment Relations  
25 Commission makes the following

26 CONCLUSIONS OF LAW

27 I

28 The Public Employment Relations Commission has jurisdiction of the  
29 parties hereto pursuant to Chapter 41.56 RCW.

30 II

31 Local 674 and Chapter No. 4 have been properly designated and certified  
32 as exclusive bargaining representatives in the bargaining units set forth above  
33 and such units are appropriate for collective bargaining. Although obligated


1 to do so, Respondent has failed and refused to engage in collective bargaining  
2 as required by the Act. Respondent's failure to engage in collective bargain-  
3 ing was part of an intentional effort to deny its employees rights which are  
4 guaranteed by the Act. Respondent's acts constitute interference, restraint  
5 and coercion of employee rights and in addition, constitute clear and flagrant  
6 violations of the law.

7 III

8 Respondent is estopped from challenging the status of Charging  
9 Parties as majority representatives in the bargaining units set forth above.

10 DATED this 7th day of May, 1976.

11  
12 State of Washington Public  
13 Employment Relations Commission

14   
15 Willard G. Olson  
16 Associate Chief Labor Mediator

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2  
3 BEFORE THE  
4 PUBLIC EMPLOYMENT RELATIONS COMMISSION  
5 OF THE STATE OF WASHINGTON

6 PUBLIC SERVICE EMPLOYEES LOCAL )  
7 674 (Charging Party, Case No. )  
8 0-1954), )  
9 and )  
10 SEATTLE CHAPTER NO. 4, ECONOMIC )  
11 COUNCIL OF ASSOCIATIONS OF )  
12 HEALTH PROFESSIONALS (Charging )  
13 Party, Case No. 0-1969), )  
14 and )  
15 EVERGREEN GENERAL HOSPITAL (KING )  
16 COUNTY PUBLIC HOSPITAL DISTRICT )  
17 NO. 2, Respondent in Case No. )  
18 0-1954 and Case No. 0-1969). )

CASE NO. 0-1954  
CASE NO. 0-1969

DECISION  
AND  
ORDER

19 THIS MATTER coming on before Willard G. Olson for the State of Wash-  
20 ington public Employment Relations Commission, the Charging Parties being rep-  
21 resented by their attorney, Mr. Hugh Hafer, the Respondent being represented by  
22 its attorney, Mr. Philip L. Carter, and the said examiner having heard the wit-  
23 nesses, read the evidence, briefs and exhibits filed herein, and having hereto-  
24 fore entered its Findings of Fact and Conclusions of Law and being fully advised  
25 in the premises, now, therefore, it is hereby

26 ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

27 I

28 That Evergreen General Hospital (King County Hospital District No. 2)  
29 shall enter into good faith collective bargaining as defined by RCW 41.56.030,  
30 Sec. 3 regarding wages, hours and working conditions with Local No. 674 and  
31 Seattle Chapter No. 4. The bargaining sessions must be held at a neutral place  
32 away from Hospital facilities. If needed, this Commission will make the con-  
33 ference room in the Department of Labor and Industries in Seattle, Washington,  
available to the parties.

Decision and Order

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II


That the Employer shall reimburse the Charging Parties for attorney's fees in the amount of \$150.00 each as a result of clear and flagrant violations of the Public Employees Collective Bargaining Laws of the State of Washington.

III

Respondent is further ordered to post in places reasonably calculated to come to the attention of its employees a notice in the form attached hereto and incorporated here by reference.

DATED this 7th day of May, 1976.

State of Washington Public  
Employment Relations Commission

  
Willard G. Olson  
Associate Chief Labor Mediator