STATE OF WASHINGTON

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION

EMERGENCY DISPATCH CENTER EMPLOYEES GUILD, Complainant,	)	CASES 8071-U-89-1748 8072-U-89-1749
vs.	)	DECISIONS 3255-B - PECB 3522 - PECB
EMERGENCY DISPATCH CENTER, Respondent.	)	CONSOLIDATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Aitchison, Snyder and Hoag, by Karl P. Nagel, Attorney at Law, appeared on behalf of the labor organization.

Daniel S. Smolen, Labor Relations Consultant, appeared on behalf of the employer.

On June 30, 1989, Emergency Dispatch Center Employees Guild filed a complaint charging unfair labor practices with the Public Employment Relations Commission, alleging that Emergency Dispatch Center had violated RCW 41.56.110 and RCW 41.56.140(1), (2) and (4), by refusing to deduct union dues from the pay of employees who had authorized such deductions, by unilaterally terminating medical insurance benefits provided to employees, and by unilaterally discontinuing rotation of days off among employees. The dues checkoff allegation was identified as a separate issue, and Case 8071-U-89-1748 was docketed for that allegation. The remaining counts of the original complaint were docketed as Case 8072-U-89-1749.

During initial processing of the cases by the Executive Director under WAC 391-45-110, it appeared that the dues checkoff allegation in Case 8071-U-89-1748 might be susceptible to resolution by means of summary judgment under WAC 391-08-230. On July 31, 1989, the Executive Director issued a "Preliminary Ruling And Order to Show Cause", requiring the employer to answer the complaint and show

cause why a summary judgment should not be entered. (Decision 3255 - PECB). The employer filed its answer and response on August 10, 1989, indicating that the dispute arose from the employer's refusal to deduct "initiation fees", rather than monthly dues. On August 24, 1989, the Executive Director issued an "Order on Summary Judgment", concluding that the summary judgment procedure was not applicable to the case.

The cases were subsequently re-consolidated for hearing, and a hearing was held at Kennewick, Washington, on March 13, 1990, before Examiner Frederick J. Rosenberry. At the outset of the hearing, the Examiner granted the guild's motion to withdraw the allegation concerning a unilateral termination of the employee medical insurance. The parties presented evidence and submitted post-hearing briefs on the remaining issues.

BACKGROUND

The Emergency Dispatch Center (EDC) is a consolidated public safety communication facility which receives telephone calls from the public and dispatches appropriate police, fire, or medical emergency responses for the cities of Kennewick, Richland, West Richland, and Benton City, for the Benton County Sheriff's Department, and for Benton County Fire Districts 1, 2, and 4. The EDC is governed by a policy board comprised of officials from each of the jurisdictions that it serves. Judith L. Schrag is the director of the EDC, and she provides the day to day management of the operation. Schrag is responsible for staffing, budget, implementation of policy, and all activity that affects the operation.

The employees of the Emergency Dispatch Center have been represented for the purposes of collective bargaining at various times since 1979. Office and Professional Employees International Union, Local 11, was certified as exclusive bargaining representative on July

24, 1979.[1] More recently, the same employees were represented by International Brotherhood of Teamsters, et al., Local 839.[2] The employer and Local 839 were parties to a collective bargaining agreement for the period from January 1 to December 31, 1988.

On October 21, 1988, Emergency Dispatch Center Employees Guild filed a petition with the Public Employment Relations Commission, seeking to replace Local 839 as exclusive bargaining representative. An election was conducted, and a certification was issued on February 27, 1989,[3] designating the Emergency Dispatch Center Employees Guild as exclusive bargaining representative of:

> All regular full-time dispatchers and call receivers of the Emergency Dispatch Center; excluding supervisors, confidential employees and all other employees of the employer.

The bargaining unit was comprised of approximately 12 employees.

FACTS, ARGUMENTS, AND ANALYSIS IN CASE 8071-U-89-1748

Facts on the "Checkoff" Allegation

Subsequent to its certification as exclusive bargaining representative, the union desired that the employer implement a semi-monthly payroll deduction for employee union dues and initiation fees. It

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1 Notice is taken of the docket records of the Commission in Case 2095-E-79-392. The certification was issued as Emergency Dispatch Center, Decision 693 (PECB, 1979).

2 Notice is taken of the docket records of the Commission in Case 4343-E-82-808, which was filed on November 24, 1982. That case was closed on January 3, 1983, on the basis of "voluntary recognition". Reference to the transaction, but not a complete explanation, is found in Emergency Dispatch Center, Decision 1770 (PECB, 1983).

3 Emergency Dispatch Center, Decision 3132 (PECB, 1989).

was the union's intention that the cost of the initiation fee be spread over several pay periods, thereby reducing the financial impact below that which would be incurred by employees if they made a single payment of the initiation fee.

Lena Powell, the president of the Emergency Dispatch Center Employees Guild, was the union's spokesperson in dealings with the employer on this issue. Although Powell testified that she had difficulty recalling the dates and even the substance of her contacts with the employer regarding the matter, Powell recalled that she originally made an oral request of Schrag for the employer to initiate payroll deduction for the guild. Similarly, Powell vaguely recalled that Schrag may have mentioned that dues could be deducted, but not initiation fees, and that written authorization from the affected employees would be needed.

On March 31, 1989, Powell delivered a letter to Schrag, requesting that the employer deduct dues and initiation fees from employee's pay, and forward the funds to the union for processing. The letter was accompanied by employee authorizations granting the employer permission to make such deductions. The letter stated:

> We request that as of April 1st, 1989 Initiation fees to the Emergency Dispatch Center Employees Guild in the amount of $50.00, be deducted at a rate of one-fourth of the total for the next four (4) pay period (sic).
>
> We further request the monthly dues be deducted at a rate of one-half of the total monthly dues $25.00, per pay period, also effective April 1st.
>
> In effect, the amount deducted shall be $25.00 for the first, four (4) pay periods, at which time the Initiation fee will be paid in full and deductions hereafter, will be $12.50 per pay period.
>
> If you have any further questions regarding this matter, please feel free to contact me.

Schrag advised Powell that she was not sure the employer's automated payroll system would handle the specific request, but that she would check into the matter and get back to Powell.[4] Subsequent events are disputed.

Powell testified that Schrag returned the union's letter and payroll deduction authorization cards, that Schrag told Powell that she did not have to grant the request, and that Schrag stated that dues deduction was a negotiable item to be settled in conjunction with negotiations for a new collective bargaining agreement. Powell maintains that she accepted Schrag's comments to be the employer's final word on the matter. Although Powell did not agree that the matter was subject to negotiations, she dropped the issue at that time.

Schrag testified that she raised the matter with the finance director of the City of Kennewick, and was told that the automated payroll system was designed in such a manner that it would make only one deduction per month for union dues and fees. Schrag testified that she was informed that monthly deductions were the practice followed with the other unions for which the City of Kennewick made deductions, and that initiation fees for the Teamsters union had been processed as lump sum amounts. Schrag testified that she then followed up on the matter, advising Powell that the EDC could administer a monthly dues deduction, and offered to do so, but that splitting the dues deduction to twice per month should be addressed in negotiations. According to Schrag, Powell accepted her response, and the subject was closed.

The record does not indicate any further request from the union or communication on the matter of checkoff.

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[4] The EDC's financial matters, including payroll, are administered by the City of Kennewick. As a condition of such service, the EDC is required to accept Kennewick's accounting procedures.

Positions of Parties on "Checkoff"

The union maintains that the employer unlawfully declined to deduct union dues from the pay of employees. While acknowledging that its initial request was for more than the deduction of "dues", it claims to have withdrawn its request for deduction of initiation fees, and it denies that it agreed to defer the matter to future negotiations for a collective bargaining agreement.

The employer asserts that it had no legal obligation to deduct initiation fees from the pay of its employees. It acknowledges that it advised the union that it was not obligated to deduct initiation fees, and that the payroll system could not handle a semi-monthly deduction, but it denies that the union withdrew its request for deduction of initiation fees. Further, the employer claims that the parties agreed to defer the matter to future negotiations, and that the union dropped the matter.

Analysis in Case 8071-U-89-1748

This case concerns whether the employer failed to honor the statutory dues "check off" rights of the exclusive bargaining representative. The applicable statute states:

> RCW 41.56.110 DUES--DEDUCTION FROM PAY. Upon the written authorization of any public employee within the bargaining unit and after the certification or recognition of such bargaining representative, the public employer shall deduct from the pay of such public employee the monthly amount of dues as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative. (emphasis supplied)

The right of an incumbent exclusive bargaining representative to dues checkoff was discussed in Renton School District, Decision

1501-A (PECB, 1982). The subject of dues checkoff was also discussed, along with the broader subject of union security generally, in City of Seattle, Decision 3169-A (PECB, 1990).

The Emergency Dispatch Center Employees Guild has taken on the responsibilities of "exclusive bargaining representative" under Chapter 41.56 RCW. An exclusive bargaining representative has an obligation to familiarize itself with the provisions of the statute which it seeks to invoke, and it must be expected to conduct its financial affairs in a businesslike manner under contemporary business standards. This includes the use of written correspondence setting forth its interests. The testimony of union official Lena Powell about her initial contact with the employer on the subject of checkoff was not as straightforward as might be desired. The record does not reflect when the conversation took place, but it would appear to have occurred prior to the union's letter requesting "check off". Although Powell's testimony was not directly rebutted or controverted, the Examiner is unable to conclude that the employer committed any unfair labor practice by its response (or lack of response) to that conversation.

The statute requires written authorization from employees before the employer is to make checkoff deductions. It is inferred that no authorization cards were provided to the employer at the time of the initial discussion of the subject between Powell and Schrag. The employer's request at that time for written authorizations was thus entirely appropriate.

Next, the union asked for semi-monthly deductions. RCW 41.56.110 calls for the deduction of monthly dues. In construing that statute, the Examiner finds the reference to "monthly" to be the operative provision on the frequency of the employer's obligation. The employer is obligated to transmit funds to the union monthly, and the same provision, on its face, obviates a requirement that the employer "check off" more frequently.

The union's request for deduction of the initiation fee clearly went beyond the "monthly amount of dues" requirement of RCW 41.56.110. In his "Order On Summary Judgment", Emergency Dispatch Center, Decision 3255-A (PECB, 1989), the Executive Director observed in footnote 2:

> The union would have no right to demand collection of "initiation fees" through the checkoff procedure, and will face dismissal of its complaint on the merits if . . . the situation broke down over the union's request for more than that to which it was entitled.

The employer was not bound to deduct any initiation fees from the pay of employees, let alone to respond favorably to the union's request that the employer deduct $12.50 from employees' salaries for each semi-monthly pay period until a $50 initiation fee had been deducted.

The union formalized its request for payroll deduction in its March 31, 1989 letter to the employer, but its requests in that letter were essentially the same as those advanced by Powell to Schrag in their conversation on the subject. Schrag credibly testified that she checked into the matter, that she notified Powell that the employer could administer a monthly dues deduction, and that the employer offered to do so. Thus, the union's claims based on the letter must be rejected for the same reasons indicated above.

While a "checkoff" of monthly dues in conformity with RCW 41.56.110 is not subject to collective bargaining, Snohomish County, Decision 2944 (PECB, 1988), a broader request that would include either more frequent checkoff or deduction of initiation fees could be a subject of collective bargaining. The parties agree that Schrag and Powell discussed the matter. There is no doubt that the employer took the position that the union's request was a negotiable matter to be settled in conjunction with the negotiation of a collective bargaining agreement. Schrag's response was consistent

with the employer's past practice, and with the automated payroll system operated by the City of Kennewick.

The guild has argued here that it subsequently modified its "checkoff" request to conform to the standards of RCW 41.56.110. Evidence supporting such a claim is lacking, however. The burden of proof is on the guild to demonstrate that it submitted a modified demand for "check off" conforming to the statutory requirement. Snohomish County, Decision 3289-B (PECB, 1990). The Examiner is not persuaded that the guild ever submitted such a clear and unequivocal request to the employer.

The employer has not refused to meet its obligation under the law. Responsibility for the failure to effectuate a workable "checkoff" system rests with the union in this case. The complaint must be dismissed.

FACTS, ARGUMENTS, AND ANALYSIS IN CASE 8072-U-89-1749

Facts on the "Rotation of Days Off" Allegation

Because of its emergency communication function, the EDC must be staffed 24 hours per day, seven days per week. Employees are scheduled on three consecutive eight-hour shifts during each 24-hour cycle, with four employees assigned to each shift.

Commencing in about 1987, employees were allowed to select work shift and days off by seniority, on an annual basis. Work shifts were rotated every five weeks, and days off were rotated every three months. Under that system, employees were scheduled to work less than 40 hours in some calendar weeks.

In about October, 1988, Schrag became concerned about implications of the Fair Labor Standard Act with regard to the rotation of days

off. Schrag testified of being particularly concerned about potentially adverse affects on employee benefits and retirement status because of the schedule rotation occasionally resulting in employees working less than 40 hours during a week. The employer decided that it would discontinue scheduling rotating days off for employees, and that employees would henceforth select fixed days off, by seniority.[5] The collective bargaining agreement then in effect between the employer and Teamsters Local 839 provided:

> The employer reserves the right to assign, schedule, and transfer employees to the most efficient needs of the organization as determined by the employer.
>
> Prior to November 30 of each year, employees may pick, by seniority on each assigned shift, rotation of position on that shift regarding scheduled days off, for the following year. This will be accomplished at no cost to the Emergency Dispatch Center. This pick will only be accomplished on a yearly basis, and employees moving to another shift during the year will assume the days off in rotation of the vacant position they are filling.

Schrag testified that it was her opinion that the collective bargain agreement gave the employer the authority to institute changes in work schedules.

By memorandum dated October 20, 1988, Schrag notified the members of the bargaining unit of a change of practice, stating:

> To comply with Federal and State Legislation and establish consistency and uniformity for all employees, in 1989 a schedule with permanent days off will be implemented. Dispatchers on each shift may pick their days off according to seniority date with the EDC.

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[5] The practice of rotating daily work-shifts was not affected.

> Shifts will continue to rotate every five weeks.
>
> Once this pick is accomplished the schedule will be passed around for vacation picks.

All of the employees initialed a copy of the notice on spaces provided, apparently to indicate that they had read it.

The guild's representation petition in Case 7634-E-88-1305 was filed with the Commission on the following day, October 21, 1988.

The guild was opposed to the change announced by the employer on October 20, 1988. It notified the employer of its opposition in a letter dated October 25, 1988, stating:

> We of the Emergency Dispatch Center Employees Guild are making our picks for scheduled days off to comply with a direct order and avoid any possibility of insubordination charges, however we of the Guild are doing so under protest as we feel this to be a bargaining item.
>
> Also by complying with this order the members of the Guild are not giving up our rights to bargain.

Schrag testified that she responded to the guild's protest by speaking with Powell about the matter.[6] Schrag testified that she explained that the change was due to the employer's concern about the effects of the Fair Labor Standards Act, and because there had been a number of employee complaints regarding the rotation of days off. Powell testified that she did not recall that the employer responded to the guild's complaint.

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[6] Powell was using the name Lena Gustin in October of 1988. The timing or circumstance of her name change is neither disclosed in the record nor material to the decision.

Although the employees were covered by the collective bargaining agreement between the employer and Teamsters Local 839 at the time the change was announced, the employees did not submit a grievance. Powell testified that she did not know why no grievance was filed, other than that she believed that the employees could not grieve the matter until the change actually occurred.

Revised work schedules conforming to the change of practice announced on October 20, 1988, were distributed to the employees on or about December 1, 1988. Those schedules were to be effective as of January 1, 1989.

Positions of Parties on "Rotation of Days Off"

The union claims that the employer was obligated to maintain the status quo ante, and that any waiver of bargaining rights that may have been contained in the collective bargaining agreement between the employer and Teamsters Local 839 became inoperative during the pendency of the question concerning representation. The union argues therefore, that the employer was prohibited from unilaterally discontinuing the practice of allowing employees to rotate their days off work. The union asserts that the unfair labor practice occurred on January 1, 1989, when the schedule change became effective, so that the complaint charging unfair labor practices in this matter was timely filed within the six-month period of limitation prescribed in the statute.

The employer admits that it changed the manner in which it scheduled employees, but it maintains that it had the authority to do so under the collective bargaining agreement that was in effect at the time the change was announced. The employer maintains that neither the incumbent union, Teamsters Local 839, nor the guild, nor any of the employees raised a claim that the work schedule change violated the collective bargaining agreement, and that they therefore waived any right to adjudicate the issue here. The employer maintains,

further, that the complaint in this matter was not timely filed within six months of the date when the employees were notified of the schedule change.

Analysis in Case 8072-U-89-1749

It is well settled that the establishment of work shifts and shift starting times are mandatory subjects of bargaining. City of Bremerton, Decision 2733-A (PECB, 1987). It is not disputed that the employer unilaterally implemented a change in the terms of employment of its employees when it discontinued the practice of allowing them to rotate days off. The Examiner need not delve into the duty to bargain or any "waiver by contract" defense, however, as the Emergency Dispatch Center Employees Guild had and has no standing to assert a "refusal to bargain" theory in this case. Only the exclusive bargaining representative can assert rights under RCW 41.56.140(4). The guild did not acquire status as "exclusive bargaining representative" until long after the change of practice had been announced and implemented. Its allegation of a violation of RCW 41.56.140(4) must be dismissed.

The Emergency Dispatch Center Employees Guild had no status whatsoever concerning these employees at the time the change of work schedules was announced on October 20, 1988. That organization had and has no standing to complain about anything that occurred on or prior to that date.

Changes affecting employee wages, hours, and other terms and conditions of employment during the pendency of a question concerning representation violate Chapter 41.56 RCW. See, Snohomish County, Decision 2234 (PECB, 1985); Mason County, Decision 1699 (PECB, 1983). Sterile "laboratory conditions" must be maintained at the work site so as to insulate employees from any objectionable conduct which could effect the outcome of a representation election. City of Tukwila, Decision 2334-A (PECB, 1987).

The guild acquired some status in the employment relationship when it filed its representation petition one day after the disputed change of practice was announced. Specifically, it was thereupon entitled to file and prosecute unfair labor practice charges on an "interference" theory under RCW 41.56.140(1), in the event of a unilateral change made in violation of the "status quo" and "laboratory conditions" principles related to its representation petition. The guild did not, however, become a party to or acquire any rights under the collective bargaining agreement between the employer and Teamsters Local 839.

The threshold issue in this case concerns the timeliness of the complaint charging unfair labor practices. RCW 41.56.160 establishes a time limit for the filing of a complaint charging unfair labor practices, stating in relevant part:

> [A] complaint shall not be processed for any unfair labor practice occurring more than six months before the filing of the complaint with the commission.

The guild filed its complaint with the Commission on June 30, 1989, so that December 30, 1988 is the earliest date as to which the complaint is clearly timely.

The six-month statute of limitations begins to run at the time that the affected employee is advised of the decision that is allegedly offensive. Port of Seattle, Decision 2796 (PECB, 1987); U.S. Postal Service, 271 NLRB 397 (1984). This policy is consistent with the decisions of the Supreme Court of the United States on statute of limitations defenses in civil rights cases arising under the Civil Rights Act of 1871 and under Title VII of the Civil Rights Act of 1964. In Plymouth Locomotive Works, Inc., 261 NLRB 595 (1982), the NLRB stated:

> It is well settled that the 6 months period does not begin to run until the party adversely affected has received actual or constructive notice of the conduct constituting the alleged unfair labor practice. (emphasis supplied).

Although the record does not reflect the actual date that each employee initialed the October 20, 1988 bulletin announcing the disputed change, it is apparent that all of them did so within a few days after the document was issued by the employer. Further, the guild's own actions indicate that it had knowledge of the change within a few days after the announcement was made, because the guild wrote to the employer on the subject under date of October 25, 1988. This prompt reaction on the part of the guild is evidence of actual notice of the disputed action, and it establishes the threshold date for application of the statute of limitations as not later than October 25, 1988. The guild could have timely filed its complaint at any time within the period of six months after having notice of the conduct. City of Seattle, Decision 2230 (PECB, 1985); Spokane County, Decision 2377 (PECB, 1986). The Examiner thus concludes that all actions occurring prior to December 30, 1988 are excluded from consideration here.[7]

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[7] The Commission has held that the six-month time limit may be disregarded where it can be demonstrated that the complainant did not have actual or constructive knowledge of the acts or events which are the basis of the charge. Spokane County, Decision 2377 (PECB, 1986); City Of Dayton, Decision 2111-A (PECB, 1986). Such holdings are consistent with precedent of the National Labor Relations Board on the subject. Metromedia, Inc., 232 NLRB 76 (1977), 586 F.2d 1182 (8th Circuit, 1978); ACF Industries, Inc., 231 NLRB 83 (1977), 592 F.2d 422 (8th Circuit, 1979). There is no indication in this record, however, that the employer attempted to conceal its actions, or that the employees were unaware of the elimination of rotating days off.

The sole incident in this case that occurred within the six-month period preceding the filing of the complaint was the actual implementation of the new shift schedules on January 1, 1989. The guild's representation petition remained pending at that time, so its sole theory for finding a violation would be an "interference" under RCW 41.56.140(1) by reason of a change of wages, hours, or working conditions while the question concerning representation was in existence. The filing of a representation petition does not, however, preclude an employer from following through on changes of conditions announced prior to the filing of the representation petition. Bremerton Housing Authority, Decision 3168 (PECB, 1989). Such changes are part of the "dynamic status quo", along with previously scheduled wage and benefits increases that it would be unlawful to withhold just because a representation petition had been filed. Although a showing of intent or motivation is not required to find an "interference" violation, City of Seattle, Decision 2773 (PECB, 1987), the record contains no evidence that would support an inference that the employer sought to unlawfully influence the outcome of the representation proceeding. No objections were filed by any of the involved parties following the election conducted by the Commission in the related unfair labor practice case.[8] The Examiner is persuaded that the schedule modification was not ongoing, and that the January 1, 1989 implementation of the October 20, 1988 announcement and the December 1, 1988 work schedules did not constitute a new or continuing violation. Thus, the statute of limitations commenced to run with the date of notification, and utilization of the revised work schedule on a daily basis does not amount to a new repetitive violation. Port of Seattle, Decision 2796-A (PECB, 1988); U.S. Postal Service, supra.

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[8] Even if objections had been filed, King County, Decision 1082 (PECB, 1981) would cast some doubt on the existence of objectionable conduct.

FINDINGS OF FACT

1. Emergency Dispatch Center is a municipal corporation and/or a political subdivision of the State of Washington within the meaning of RCW 41.56.020, and is a public employer within the meaning of RCW 41.56.030(1).

2. As of October 20, 1988, the employees of the Emergency Dispatch Center were represented for the purposes of collective bargaining by Teamsters Local 839. The employer and Teamsters Local 839 were parties to a collective bargaining agreement effective for the period from January 1 to December 31, 1988.

3. By memorandum dated October 20, 1988, the Emergency Dispatch Center notified the employees in the bargaining unit represented by Teamsters Local 839 that a practice of allowing employees to take rotating days off would be discontinued.

4. On October 21, 1988, Emergency Dispatch Center Employees Guild filed a petition with the Public Employment Relations Commission, seeking to replace Teamsters Local 839 as the exclusive bargaining representative of the employees of the Emergency Dispatch Center.

5. By letter dated October 25, 1988, the Emergency Dispatch Center Employees Guild notified the employer that it was opposed to the discontinuance of rotating days off from work.

6. On or about December 1, 1988, revised work schedules with an effective date of January 1, 1988 were distributed to the employees subject to the representation petition filed on October 21, 1988. Such schedules implemented the previously announced change of practice concerning rotation of days off.

7. On January 1, 1989, the Emergency Dispatch Center implemented the work schedules distributed on or about December 1, 1988, including implementation of the previously announced change of practice concerning rotation of days off.

8. On February 27, 1989, the Emergency Dispatch Center Employees Guild, a bargaining representative within the meaning of RCW 41.56.030(3), was certified as exclusive bargaining representative of a unit of nonsupervisory dispatchers and call receivers employed by the Emergency Dispatch Center.

9. On an undisclosed date during or about March, 1989, an official of the Emergency Dispatch Center Employees Guild had a discussion with Director Judith Schrag of the Emergency Dispatch Center. The subject of the discussion concerned implementation of "checkoff" for members of the bargaining unit. Schrag responded that the employer could deduct monthly dues, but not initiation fees, from employees' pay, and that the employer would need written authorizations for such deductions from the employees.

10. By letter dated March 31, 1988, the guild formally requested that the employer make semi-monthly deductions of both monthly dues and initiation fees from the pay of employees within the bargaining unit and it provided the employer, apparently for the first time, with written authorizations from employees for such deductions.

11. On or about April 1, 1988, the employer declined to grant the guild's request for "checkoff", citing that the employer's automated payroll system could not accommodate the requested semi-monthly deductions and because the request included a deduction for initiation fees. The employer indicated that it would be willing to make monthly deductions of monthly dues, and it suggested that the matter could be discussed further in

connection with future negotiations for a collective bargaining agreement.

12. The evidence fails to sustain a finding that the guild thereafter modified its request for "checkoff" or otherwise communicated further with the employer on the matter.

CONCLUSION OF LAW

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

2. The requests for "checkoff" made by the Emergency Dispatch Center Employees Guild exceeded the obligations of the employer under RCW 41.56.110 by reason of seeking deduction more often than monthly and by reason of deducting initiation fees, so that the employer's refusal of those requests did not constitute a withdrawal of recognition from the union or a violation of RCW 41.56.140.

3. The Emergency Dispatch Center Employees Guild has no standing to contest the change of practice concerning rotation of days off that was announced by the employer on October 20, 1988.

4. The work schedules implemented by the Emergency Dispatch Center on January 1, 1989 were the direct result of the change of practice concerning rotation of days off that was announced by the employer on October 20, 1988, and initially implemented by the employer by distribution of work schedules on or about December 1, 1988.

5. The Emergency Dispatch Center Employees Guild had full knowledge by October 25, 1988 of the change of practice concerning rotation of days off that was announced by the

employer on October 20, 1988, so that the complaint charging unfair labor practices in Case 8072-U-89-1749 is barred by the six-months statute of limitations set forth in RCW 41.56.160.

ORDER

1. (Decision 3255-B - PECB) The complaint charging unfair labor practices filed in Case 8071-U-89-1748 is DISMISSED.

2. (Decision 3522 - PECB). The complaint charging unfair labor practices filed in Case 8072-U-89-1749 is DISMISSED.

DATED at Olympia, Washington, the 27th day of June, 1990.

PUBLIC EMPLOYMENT RELATIONS COMMISSION

Frederick J. Rosenberry

FREDERICK J. ROSENBERRY, Examiner

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