

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

UNITED HOSPITAL & NURSING HOME	:	
EMPLOYEES FEDERATION, LOCAL 222,	:	
	:	
Complainant,	:	
	:	Case II
vs.	:	No. 15268 Ce-1392
	:	Decision No. 11809-A
SURFSIDE MANOR,	:	
	:	Case III
Respondent,	:	No. 15267 Cw-327
	:	Decision No. 11810-A
and	:	
	:	
HOSPITAL AND SERVICE EMPLOYEES'	:	
INTERNATIONAL UNION, LOCAL 150, AFL-CIO,	:	
	:	
Respondent.	:	
	:	

ORDER AMENDING FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER

The Wisconsin Employment Relations Commission heretofore and on May 8, 1973 having issued Findings of Fact, Conclusions of Law and Order in the above entitled matters; and the Commission having discovered that it had inadvertently omitted from the Order issued herein a provision in said Order necessary to effectuate the policies of the Wisconsin Employment Peace Act;

NOW, THEREFORE, it is

ORDERED

That the Findings of Fact, Conclusions of Law and Order issued in the above entitled matters be amended to reflect the "Order" issued therein as follows:

ORDER

1. IT IS ORDERED that Respondent Surfside Manor, its officers, representatives, agents, successors and assigns, and Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, its officers, representatives and agents shall immediately:

a. Cease and desist from:

- (1) Entering into, performing, maintaining, or otherwise giving effect to any agreement between them, which requires membership in Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, as a condition of employment, except as authorized in a referendum conducted among employees of Respondent

No. 11809-A
11810-A

Surfside Manor pursuant to Section 111.06(1)(c)
of the Wisconsin Employment Peace Act.

- b. Take the following action which the Commission finds will effectuate the policies of the Wisconsin Employment Peace Act:

- (1) Physically expunge Sections 2 and 3 of ARTICLE I in the collective bargaining agreement existing between them, and from all copies thereof in their possession, or in the alternative, add a Section 5 to such Article which indicates that Sections 2 and 3 shall not become effective until such time that the all-union agreement set forth in such Sections have been authorized by the employees in a referendum conducted by the Wisconsin Employment Relations Commission.

2. IT IS ALSO ORDERED that Hospital and Service Employees' International Union, Local 150, AFL-CIO, will be primarily responsible, and Surfside Manor will be secondarily responsible, in the manner and to the extent as shall be subsequently ordered by the Wisconsin Employment Relations Commission, for reimbursement to our former and present employees for dues exacted from the wages of such employees and paid to Hospital and Service Employees' International Union, Local 150, AFL-CIO, pursuant to the unlawful all-union agreement which existed between Surfside Manor and Hospital and Service Employees' International Union, Local 150, AFL-CIO, from January 21, 1971, to May 8, 1973.

3. IT IS ALSO ORDERED that Respondent Surfside Manor, its officers, representatives, agents, successors and assigns, shall preserve and produce at a supplemental hearing to be scheduled by the Commission, all dues check-off authorizations executed by former and present employees from at least January 21, 1971, to the date of this Order, as well as all payroll records, time cards, personnel records and reports to determine the identity of the former and present employees who are entitled to reimbursement under the terms of this Order, as well as those records necessary to determine the amounts of reimbursement due said former and present employees.

4. IT IS ALSO ORDERED that Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, preserve and produce at a supplemental hearing to be scheduled by the Commission all records pertaining to dues received by it, directly or indirectly from former and present employees of Respondent Surfside Manor, for the period from January 21, 1971 to the date of this Order, which are necessary to determine the identity of the former and present employees who are entitled to reimbursement under the terms of this Order, as well as those records necessary to determine the amounts of reimbursement due said former and present employees.

5. IT IS ALSO ORDERED that Respondent Surfside Manor and Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, post in conspicuous places on the premises of said Respondent Employer and in the offices of said Respondent Union, where notices to employees and members are usually posted, copies of the notice attached hereto marked Appendix "A" after being duly signed by representatives of Respondent Employer and Respondent Union. Such notices shall be

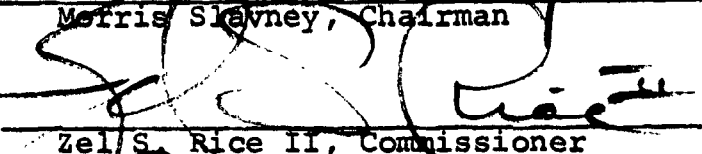
immediately posted upon receipt thereof and remain posted for sixty(60) consecutive days. Reasonable steps shall be taken to insure that said posted notices shall not be altered, defaced or covered by any other material.

Given under our hands and seal at the
City of Madison, Wisconsin, this 11th
day of May, 1973.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By


Morris Slavney, Chairman


Zel S. Rice II, Commissioner


Jos. B. Kerkman, Commissioner