

STATE OF WISCONSIN

BEFORE THE WISCONSIN EMPLOYMENT RELATIONS COMMISSION

UNITED HOSPITAL & NURSING HOME
EMPLOYEES FEDERATION, LOCAL 222,

Complainants,

vs.

SURFSIDE MANOR,

Respondent,

HOSPITAL AND SERVICE EMPLOYEES'
INTERNATIONAL UNION, LOCAL 150, AFL-CIO

Respondent.

Case II
No. 15268 Ce-1392
Decision No. 11809-D

Case III
No. 15267 Cw-327
Decision No. 11810-D

Appearances:

Mr. William L. Smith, President, for the Complainant.
Quarles & Brady, Attorneys at Law, by Mr. George K. Whyte, Jr.,
for the Respondent Employer.
Goldberg, Previant & Uelmen, Attorneys at Law, by Mr. Kenneth R. Loebel,
for the Respondent Union.

SUPPLEMENTAL FINDINGS OF FACT AND
SUPPLEMENTAL ORDER

Pursuant to Orders previously issued herein by the Wisconsin Employment Relations Commission, and a subsequent Memorandum Decision and Order for Further Proceedings issued by the Milwaukee County Circuit Court, the Commission conducted a hearing on September 19, 1974, Chairman Morris Slavney being present, to take evidence (1) relating to the effectuation of the payment of back dues by Hospital and Service Employees' International Union Local 150, AFL-CIO to employees of Surfside Manor, and (2) to determine under what circumstances said Employer would be held secondarily liable for the payment of such back dues; and the Commission, having considered the evidence, arguments and briefs of counsel, now makes and issues the following

SUPPLEMENTAL FINDINGS OF FACT

1. That upon their employment with Surfside Manor, hereinafter referred to as Respondent Employer, certain employees were informed by agents of the Respondent Employer that, as a condition of their employment, they were required to execute authorizations for the check-off of dues to be paid to Hospital and Service Employees' International Union, Local 150, AFL-CIO; and that on such occasions a collective bargaining agreement existed between the Respondents, which agreement contained, among its provisions, an "all-union agreement" which had not been authorized by Respondent Employer's employees, pursuant to the requirements of the Wisconsin Employment Peace Act.

2. That the "certain employees" referred to in para. 1, and the amount of dues unlawfully deducted from them at the rate of \$4.00 per month, for the months indicated, between February 1971 and March 1972, were as follows: 1/

1/ While there is an inference that other employees did not voluntarily execute check-off authorizations, evidence with regard thereto was adduced only involving the employees listed.

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NUMBER OF MONTHS IN
WHICH DUES WERE DEDUCTED

<u>EMPLOYEE</u>		<u>TOTAL SUMS DEDUCTED</u>
Bryant, Doris	3	\$12.00
Davis, Dorothy	14	56.00
Fenceroy, Kimberly	1	4.00
Harris, Hazel	5	20.00
Peterson, Erma	8	32.00
Ruppert, Anita	14	66.00
Taylor, Essie	9	36.00
Washington, Anna Mae	3	12.00
Walker, Charlotte	6	24.00
Walker, Clara	14	56.00
Wolff, Alice	5	20.00
Young, Wilcie	8	32.00

Upon the basis of the above and foregoing Supplemental Findings of Fact, the Commission makes and issues the following

SUPPLEMENTAL ORDER

1. IT IS ORDERED

A. That the Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, within twenty (20) days from the date hereof;

- (1) Execute checks payable to the above-named individuals, in the sums set forth in para. 2 of the Supplemental Findings of Fact;
- (2) Mail such checks, as well as a document containing the last known addresses of the individuals involved, to the Wisconsin Employment Relations Commission, for the purpose of mailing said checks to said individuals by registered or certified mail, the costs of such mailing to be later billed to said Respondent.

B. That Surfside Manor within twenty (20) days from the the date hereof, forward to the Wisconsin Employment Relations Commission, a document containing the last known address of the individuals involved, to the Wisconsin Employment Relations Commission.

C. That should the Respondent Hospital and Service Employees' International Union, Local 150, AFL-CIO, not comply with para. 1 of the instant Supplemental Order within the time limits set forth therein, the Respondent Surfside Manor, upon being so notified by the Commission, shall within ten (10) days of the receipt of said notification:

- (1) Execute checks payable to the above named individuals in the sums set forth in para. 2 of the Supplemental Findings of Fact.
- (2) Mail such checks to the Wisconsin Employment Relations Commission, for the purpose of mailing said checks to said individuals by registered or certified mail, the costs of such mailing to be later billed to said Respondent.

2. IT IS FURTHER ORDERED

A. That should any of the above mailings be returned to the Commission as a result of the Postal Service's inability to complete

the delivery of such mailing within a reasonable period of time, the Wisconsin Employment Relations Commission will then place an advertisement in a Milwaukee newspaper to run for three days, notifying, by name, those individuals, who did not receive their checks through the mails to contact the Commission to make arrangements for the receipt of their checks in the amounts owing said individuals, and further that the costs of such advertisements shall be equally borne by the above named Respondents; and that, however, should any of said individuals not claim their checks within the reasonable period of time after the publication of such advertisements, the Commission shall return said unclaimed checks involved to the maker.

Given under our hands and seal at the
City of Madison, Wisconsin this *9th*
day of April, 1976.

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

By *Morris Slavney*
Morris Slavney, Chairman

Howard S. Bellman
Howard S. Bellman, Commissioner

Herman Torosian
Herman Torosian, Commissioner