

UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
20-CB-11325-1	6/26/00

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT		
a. Name California Nurses Association		b. Union Representative to contact James Eggleston, Esq.
c. Telephone No. (510) 451-9500 (510) 273-2200	d. Address (street, city, state and ZIP code) 2000 Franklin St., Suite 300 Oakland, CA 94612	
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) (1) (A) and (2) of the National Labor Relations Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)  See attached.		
3. Name of Employer Mercy Healthcare Sacramento		4. Telephone No. (916) 851-2000
5. Location of plant involved (street, city, state and ZIP code) 10540 White Rock Road Rancho Cordova, CA 95670		6. Employer representative to contact Renne Buggae
7. Type of establishment (factory, mine, wholesaler, etc.) Hospital	8. Identify principal product or service Health care	9. Number of workers employed 1300
10. Full name of party filing charge Patricia Walker		
11. Address of party filing charge (street, city, state and ZIP code) 8128 Bellingrath Drive Elverta, CA 95626		12. Telephone No. (916) 991-4636
13. DECLARATION I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.		
By <u>Jeffrey L. Rhodes</u> Jeffrey L. Rhodes Attorney <small>(signature of representative or person making charge)</small>		<u>06/19/00</u> <small>(title or office, if any)</small> <small>(date)</small>
Address <u>National Right to Work Legal Def. Fdtn.</u> (703) 321-8510 <u>Suite 600, 8001 Braddock Rd., Springfield, VA 22160</u> (Telephone No.)		

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## BASIS OF THE CHARGE - § 8(b)(1)(A) and (2); Injunctive Relief under § 10(j) Requested

1. Charging Party Patricia Walker and similarly situated discriminatees are employed by Mercy Healthcare Sacramento ("Hospital") in a bargaining unit represented by Respondent California Nurses Association ("CNA").
2. Respondent CNA and the Hospital have entered into a collective bargaining agreement requiring all employees to either "[j]oin and maintain membership in the [CNA] for the duration of this Agreement" or pay agency fees as a condition of employment. The "maintenance of membership" requirement in the collective-bargaining agreement is invalid and misrepresents to Charging Party and similarly situated discriminatees that they do not have a Section 7 right to resign at any time and refrain from collective activity. See Pattern Makers League v. NLRB, 473 U.S. 95 (1985)
3. The Charging Party and other employees are not members of the union, as is their right under NLRB v. General Motors Corp., 373 U.S. 734 (1963), Pattern Makers League v. NLRB, 473 U.S. 95 (1985), and CWA v. Beck, 487 U.S. 735 (1988).
4. Charging Party has communicated to Respondent CNA and the Hospital her objection to paying full union dues under CWA v. Beck, 487 U.S. 735 (1988).
5. Until June 2000, Charging Party had not been informed of her right to remain a nonmember under NLRB v. General Motors Corp., 373 U.S. 734 (1963), and had not received any financial disclosure concerning the chargeable vs. nonchargeable expenses of the CNA or its affiliated unions. Yet on April 11, 2000, April 24, 2000, and May 23, 2000, Respondent CNA mailed to the Charging Party a demand for payment of \$148.00 for full union dues assessed against her for the pay periods of March 1, 2000 through June 30, 2000, and \$148.00 for full union dues assessed against her for July 1, 2000 through October 31, 2000.
6. Charging Party only works one day per month for the Hospital. She does not receive employment benefits from the Hospital, such as health insurance, sick leave, vacation leave, retirement, and other benefits. Nevertheless, Respondent CNA is demanding from the Charging Party union dues in the same amount charged to full-time employees of the Hospital. Under the Act, only nonmembers who "obtain the benefits of union representation can be made to pay for them," CWA v. Beck, 487 U.S. 735, 749 (1988), and Charging Party does receive the benefits of full-time employment negotiated by the Respondent.
7. In June 2000, Respondent CNA mailed to Charging Party a "Notice to Non-Members" regarding agency fees (hereinafter the "Notice").

8. The Notice that was mailed to Charging Party only allegedly discloses the union's **non-chargeable** expenditures for sixteen broad categories for the year ended June 30, 1999. Respondent CNA has never provided Charging Party with any financial disclosure of its **chargeable** expenditures. Under Section 8(b)(1)(A), the CNA must provide disclosure of their "*major* categories of expenditures, broken down into chargeable and nonchargeable allocations." Office & Professional Employees International Union, Local 29 (Dameron Hospital Association), 331 NLRB No. 15 (2000), slip op. at 3 (emphasis in original); see California Saw & Knife Works, 320 NLRB 224, 233 (1995); see also Chicago Teachers Union v. Hudson, 475 U.S. 292, 307 (1986) ("An acknowledgment that nonmembers would not be required to pay any part of 5% of the Union's total annual expenditures was not an adequate disclosure of the reasons why they were required to pay their share of 95%").
9. The Respondent CNA has not provided Charging Party and other nonmembers with verification by an independent auditor of its breakdown of the fee. See Ferriso v. NLRB, 125 F.3d 865, 869-70 (D.C. Cir. 1997).
10. Respondent CNA charges objecting nonmembers for activities that are non-chargeable under CWA v. Beck, and its progeny. Charging Party **objects to and challenges** the union's breakdown of the fee and demands proof of the union's chargeable expenditures. The Respondent CNA engages in organizing, political and ideological activities, and other non-chargeable activities. Charging Parties **challenge includes but is not limited to** the following:
  - i. the CNA unlawfully charges objecting nonmembers for organizing;
  - ii. the CNA unlawfully charges objecting nonmembers for its publications reporting about activities not germane to collective bargaining, contract negotiation, or grievance adjustment;
  - iii. the CNA unlawfully charges objecting nonmembers for its public advertising;
  - iv. the CNA unlawfully charges objecting nonmembers for its litigation on behalf of other bargaining units;
  - v. the CNA unlawfully charges objecting nonmembers for its litigation and legal expenses not germane to collective bargaining, contract negotiation, or grievance adjustment;
  - vi. the CNA unlawfully charges objecting nonmembers for its lobbying expenditures, including but not limited to "[r]egulatory monitoring and

advocacy activities and legislative advocacy at the state and local levels" and "[l]obbying for the negotiation, ratification, or implementation of [public sector] collective bargaining agreements";

- vii. the CNA unlawfully charges objecting nonmembers for its research expenditures for purposes not germane to collective bargaining, contract negotiation, or grievance adjustment;
  - viii. the CNA has failed to allocate certain administrative and overhead expenses, including but not limited to records maintenance, data processing, and equipment; and
  - ix. Charging Party challenges the portion of the fee claimed to be chargeable for salaries & wages, benefits, reimbursed expenses, professional fees, and research.
11. The actions of the union described in paragraphs 2 through 10 violate Section 8(b)(1)(A) and 8(b)(2) of the Act in that they attempt to cause the Hospital to discriminate against the Charging Party in violation of subsection 8(a)(3) of the Act and restrain and coerce Charging Party and similarly situated discriminatees in the exercise of their Section 7 rights to participate in, or to refrain from, collective activity and violate the Respondent's duty of fair representation. Moreover, immediate injunctive relief under § 10(j) should be sought.