

UNITED STATES OF AMERICA
 NATIONAL LABOR RELATIONS BOARD
 CHARGE AGAINST LABOR ORGANIZATION

DO NOT WRITE IN THIS SPACE

Case
20-CB-12436

Date Filed
6/27/2005

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
Nancy Bratchettc. Telephone No.
(510) 273-2200d. Address (street, city, state and ZIP code)
2000 Franklin Street, Ste. 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.

RECEIVED
 2005 JUN 27 P 1:39

3. Name of Employer
Woodland Healthcare4. Telephone No.
(530) 662-39615. Location of plant involved (street, city, state and ZIP code)
1325 Cottonwood
Woodland, CA 956956. Employer representative to contact
Terri LaBriola7. Type of establishment (factory, mine, wholesaler, etc.)
Hospital8. Identify principal product or service
health care9. Number of workers employed
95010. Full name of party filing charge
Manuel Silva11. Address of party filing charge (street, city, state and ZIP code)
44130 Country Club Drive, El. Macero, CA 9561812. Telephone No.
(530) 400-6956

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 W. James Young Staff Attorney
(signature of representative of person making charge) (title or office, if any)Address National Right to Work Legal Def. Fdn. (703) 321-8510 06/24/05
8001 Braddock Rd., Springfield, VA 22160 (Telephone No.) (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

BASIS OF THE CHARGE

§ 8(b)(1)(A), and (2)

1. Charging Party Manuel Silva is employed part-time by an employer subject to the National Labor Relations Act within a bargaining unit represented by Respondent California Nurses Association ("CNA").
2. The employer and Respondent CNA have entered into a collective bargaining agreement governing Charging Party's terms and conditions of employment which contains a forced-unionism clause.
3. Notwithstanding this agreement, Charging Party is and has remained a nonmember of CNA, and has objected to the collection and expenditure by CNA of forced dues and initiation fees for any purposes other than his *pro rata* share of the union's costs of collective bargaining, contract administration, and grievance adjustment, pursuant to his right to pay only reduced financial core fees under *Communications Workers of America v. Beck*, 487 U.S. 735 (1988). See *California Saw and Knife Works*, 320 NLRB 224, 235 and n. 57 (1995).
4. By various letters, including demands made in the last six months, Respondent CNA has threatened to seek Charging Party's discharge in the absence of payment of an amount calculated as though Charging Party were a full-time employee, and payment of back dues, allegedly accruing over a period of years, in the amount of \$2,953.80, with no option for partial or installment payments.
5. In spite of Charging Party's *Beck* objections, Respondent has failed to provide to Charging Party adequate notice of a reduction of his dues, or adequate, independently audited financial information concerning the allocation of expenditures into chargeable vs. nonchargeable categories of either itself or of its politically-active affiliates, if any.
6. By various letters, including demands made in the last six months, Respondent CNA has threatened to seek Charging Party's discharge, and that of similarly-situated discriminatees, in the absence of payment of full initiation fees and full union dues allegedly accruing since his initial dates of employment, including for period prior to the time that Respondent CNA provided adequate notice of his right to remain a nonmember and to object to the payment and expenditure by CNA of forced dues and initiation fees for any purposes other than his *pro rata* share of the union's costs of collective bargaining, contract administration, and grievance adjustment.
7. Specifically, Respondent has, prior to demanding the payment of initiation fees, dues, and/or agency fees, failed or refused annually to provide Charging Party with copies of its audited financial statements and other financial information. No allocation or independent audit has ever been provided for either CNA or for its politically-active affiliates. Furthermore, Respondent CNA has failed or refused to provide Charging Parties with any reasonably prompt opportunity to challenge the amount of the fee before an impartial decisionmaker, or an escrow for amounts reasonably in dispute pending the outcome of any such challenge.

20B12436 B

8. Thus, Respondent is demanding that Charging Party pay for a host of legally nonchargeable activities, including union organizing, members-only benefits, and lobbying, all in violation of *Communications Workers of America v. Beck*, 487 U.S. 735 (1988).
9. Additionally, Respondent CNA's requirement that employees annually renew their objections to payment of full union dues notwithstanding their objection is a violation of the duty of fair representation which is owed to Charging Party.

All of the above acts and omissions, and related ones, threaten, restrain, and coerce Charging Party in the exercise of his § 7 rights to refrain from collective activity, in violation of §§ 8(b)(1)(A) and (2) of the Act, 29 U.S.C. §§ 158(b)(1)(A) and (2).