

November 23, 2022

Email Only

Marie LaMarche
Division Director, Employee & Labor Relations VMFH
St. Joseph Medical Center
1717 South J Street
Tacoma, WA 98405-2197

RE: Cease and Desist

Dear Marie,

We write to follow up on our November 14, 2022 letter regarding VMFH's handling of claimed overpayments. That letter informed you that:

It would plainly violate Section 8(a)(5) the National Labor Relations Act for the Employer to actually implement its repayment plan without bargaining with WSNA. Any individual "alternate" repayment plans the Employer may have negotiated with our members also violate the NLRA as direct dealing. Any deductions the Employer makes from employees' paychecks without their consent would violate state law. Accordingly, we expect the Employer not to take any action to deduct money from nurses' paychecks or to otherwise seek to recoup any alleged overpayments prior to bargaining with WSNA.

Despite having informed VMFH that implementing a repayment plan would violate the law, VMFH did just that when it made deductions from employees' November 18, 2022 paychecks. WSNA has filed an unfair labor practice (ULP) charge with the National Labor Relations Board (NLRB) over VMFH's unlawful actions. Specifically, WSNA's ULP alleges that VMFH violated the law by: 1) dealing directly with employees over repayment plans, 2) unilaterally implementing a repayment plan, and 3) failing to supply information requested by WSNA that is necessary for bargaining over the terms of repayment plans.

WSNA reiterates that demand to bargain and demands that VMFH cease and desist from unilaterally making any such deductions before bargaining with WSNA. The terms of any repayments must be bargained prior to VMFH soliciting consent from employees for deductions to be made and prior to any deductions actually being made. Bargaining must take place to address things such as: the documentation employees will be provided prior to being asked to authorize repayments for alleged overpayments, the processes available to employees who disagree with the amount of the alleged overpayment to have the alleged overpayment reviewed for accuracy, the period of time over which payments will be made, the amount of any alleged overpayment that will be waived, etc.

WSNA also demands that VMFH cease and desist from dealing directly with employees over authorizations for deductions to repay alleged overpayments. An employer may not enter into bilateral agreements with employees over the terms and conditions of employment and must instead bargain such things with employees' exclusive bargaining representative. Accordingly, any such authorizations VMFH has already collected are null and void and do not supply a valid authorization for wage deductions.

WSNA is available to bargain on December 1, 2022. Note, however, that we must receive responses to the information that has been requested, in addition to the following information, which is necessary for meaningful bargaining to take place:

1. Please identify the total amount by which the Employer claims any bargaining unit employee was overpaid
2. Please provide any purported authorizations bargaining unit employees have executed for alleged overpayments to be deducted from their wages.
3. Please identify the amount any bargaining unit employee had deducted from their November 18 paycheck.
4. Please identify the amount VMFH repaid any employee following a deduction from their November 18 paycheck

Please confirm that VMFH will take no further action to implement its repayment plan until fulfilling its bargaining obligation.

Thank you,

Barbara Friesen

Barbara Friesen, MS, BSN, RN
WSNA Nurse Representative

CC: Mark Anderson, CSH Director Employee and Labor Relations
Pamela Chandran, WSNA Labor Counsel
Jayson Dick, WSNA Director of Labor Advocacy