

**PUBLIC EMPLOYMENT RELATIONS COMMISSION**

112 Henry Street NE, Suite 300, Olympia WA 98506

PO Box 40919, Olympia WA 98504-0919

Phone: 360.570.7300 Email: filing@perc.wa.gov

Web: www.perc.wa.gov

[Print Form](#)**UNFAIR LABOR PRACTICE COMPLAINT**☐ Amended Complaint in Case # \_\_\_\_\_

Applicable Rules: Chapters 10-08, 391-08, and 391-45 WAC

**PARTIES** Include information for all parties involved.**COMPLAINANT** William Swails

Contact Sydney Phillips

Address P.O. Box 552

City, State, ZIP Olympia, WA, 98507

Telephone (360) 956-3482 Ext. \_\_\_\_\_

Email sphillips@freedomfoundation.com

**UNION** SEIU Local 775

Contact Sterling Harders, President

Address 215 Columbia St.

City, State, ZIP Seattle, WA, 98104

Telephone (866) 371-3200 Ext. \_\_\_\_\_

Email sterling.harders@seiu775.org

**EMPLOYER** Governor Jay Inslee

Contact Franklin Plaistowe

Address P.O. Box 43113

City, State, ZIP Olympia, WA, 98504

Telephone (360) 407-4140 Ext. \_\_\_\_\_

Email franklin.plaistowe@ofm.wa.gov

**ALLEGED VIOLATION**

Indicate if the alleged violation is against:

☐ Employer ☒ Union ☐ Both\*

**\*Note:** If the violation is against both the union and employer, two separate complaints must be filed with two statements of facts describing the alleged violation against each.

**STATEMENT OF FACTS and REMEDY REQUESTED**

Attach on separate sheets of paper in numbered paragraphs a brief statement of the facts regarding the alleged unfair labor practice(s).

- Include specific allegations and required elements.
- Include times, dates, places, and participants of occurrences.
- State whether a related grievance has been filed.
- Describe the remedies requested.
- For more information refer to WAC 391-45-050.

**BARGAINING UNIT**

**\*Note:** If the alleged violation relates to more than one bargaining unit, a separate complaint must be filed for each unit.

**Identify Bargaining Unit** PERC Decision 7823**Department or Division** \_\_\_\_\_**Collective Bargaining Agreement**

- ☐ The parties have never had a contract.  
☒ A copy of the most current contract is attached.

**AUTHORIZED SIGNATURE FOR COMPLAINANT****Print Name** Sydney Phillips**Telephone** (360) 956-3482 Ext. \_\_\_\_\_**Address** P.O. Box 552**Email** sphillips@freedomfoundation.com**City, State, ZIP** Olympia, WA, 98507**Signature** Sydney Phillips **Date** 2-22-19

L-1000 (1-01)

BEFORE THE PUBLIC EMPLOYMENT RELATIONS COMMISSION  
STATE OF WASHINGTON

William Swails

Petitioner/Complainant/Filing Party

v.

Service Employees International Union,  
Local 775

Respondent/Responding Party

Case Number  
(if assigned)

CERTIFICATE OF SERVICE

I certify that I served a copy of this (*title of document*) Complaint  
on all parties or their counsel of record on (*date*) 02-22-2019

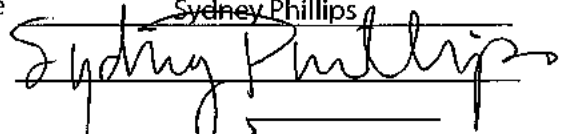
To:	<b>Name</b>	Sterling Harders, President		
	<b>Organization</b>	SEIU Local 775	<input checked="" type="checkbox"/> E-mail	<input type="checkbox"/> First Class U.S. Mail
	<b>Address</b>	215 Columbia St.	<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	<b>City, State, ZIP</b>	Seattle, WA, 98104	<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	<b>Email</b>	sterling.harders@seiu775.org		
	<b>Fax</b>			
	<b>Name</b>	Franklin Plaistowe		
	<b>Organization</b>	OFM	<input checked="" type="checkbox"/> E-mail	<input type="checkbox"/> First Class U.S. Mail
	<b>Address</b>	P.O. Box 43113	<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	<b>City, State, ZIP</b>	Olympia, WA, 98504	<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	<b>Email</b>	franklin.plaistowe@ofm.wa.gov		
	<b>Fax</b>			
	<b>Name</b>			
	<b>Organization</b>		<input type="checkbox"/> E-mail	<input type="checkbox"/> First Class U.S. Mail
	<b>Address</b>		<input type="checkbox"/> Fax	<input type="checkbox"/> Certified U.S. Mail
	<b>City, State, ZIP</b>		<input type="checkbox"/> Hand Delivery	<input type="checkbox"/> Registered U.S. Mail
	<b>Email</b>			
	<b>Fax</b>			

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Date signed and submitted 02-22-2019

Print Name Sydney Phillips

Signature



**STATE OF WASHINGTON  
PUBLIC EMPLOYMENT RELATIONS COMMISSION**

WILLIAM SWAILS,

*Complainant-Employee,*

v.

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 775,

*Respondent-Union.*

No.

**UNFAIR LABOR PRACTICE COMPLAINT  
OF WILLIAM SWAILS**

**INTRODUCTION**

William Swails (hereinafter “Mr. Swails”) brings this unfair labor practice complaint against the Service Employees International Union Local 775 (“SEIU 775”) for violating his rights under the Public Employees Collective Bargaining Act (“PECBA”), Chapter 41.56 RCW. Specifically, SEIU 775 has violated RCW 41.56.150 by interfering with and restraining Mr. Swails’ right to refrain from supporting SEIU 775 activity and to refrain from authorizing in writing the payment of union dues via payroll deduction.

**PARTIES**

1. **Complainant:** William Swails. [REDACTED]  
[REDACTED]
2. **Employer:** Governor Jay Inslee. Contact: Franklin Plaistowe, Office of Financial Management.  
P.O. Box 43113, Olympia, WA, 98504. (360) 407-4140. franklin.plaistowe@ofm.wa.gov.
3. **Union:** SEIU Local 775. Contact: Sterling Harders, President. 215 Columbia St., Seattle, WA,  
98104. (866) 371-3200. sterling.harders@seiu775.org.

COMPLAINT  
No.

## FACTS

4. William Swails is an “individual provider” (IP) as defined by RCW 74.39A.240(3).
5. As an IP, Mr. Swails is represented for the purposes of collective bargaining by the Service Employees International Union Local 775 (SEIU 775), pursuant to *State - Home Care Quality Authority*, Decision 8241 (PECB, 2003).
6. As an IP, the governor is Mr. Swails’ employer for the purposes of collective bargaining pursuant to RCW 74.39A.270(1).
7. Mr. Swails mailed a letter dated December 30, 2018 to SEIU 775 in which he resigned his union membership and invoked his constitutional right, as recognized by the U.S. Supreme Court in *Harris v. Quinn*, 134 S. Ct 2618 (2014), to cease the deduction of union dues from his wages. **See Attachment A.**
8. Mr. Swails received a letter from SEIU 775 dated January 8 and postmarked January 15, 2019, stating:

“Under the terms of the membership form you signed, you agreed to authorize your employer or employers to deduct from your wages all Union dues and other fees or assessments as shall be certified by SEIU 775 under its Constitution and Bylaws and to remit those amounts to SEIU 775. You also agreed that this authorization would be irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of your authorization or the termination of the contract between your employer and the union, whichever occurs first, you notify the Union in writing, with your valid signature, of your desire to revoke this authorization. You signed your membership form on 7/11/2018, and so your next window period is 5/27/2019...

Because you have revoked your authorization outside the window period, Union dues and all other fees or assessments that SEIU 775 has certified under its Constitution and Bylaws will continue to be deducted from your paycheck until your window period even though you are no longer a member. If the first day of your window period falls in the first two weeks of the month, we will report this to the State by 18<sup>th</sup> of that month and no dues should be deducted after that day. If the first day of your window period falls in the second two weeks of the month, we will report this to the State by the 3<sup>rd</sup> of the following month and no dues should be deducted after that day.” (Emphasis added)

*See Attachment B.*

9. Mr. Swails telephoned SEIU 775’s member resource center (“MRC”) on January 21, 2019 to ask the union to produce a copy of the dues deduction authorization he allegedly “signed” on July 11, 2018.
10. During the phone call, Mr. Swails was told by a female union employee that he had agreed to the terms of the union’s membership and dues deduction authorization form over the phone.
11. Mr. Swails recalls telephoning the MRC around July 2018 to request that he be provided with an updated health insurance card.
12. The MRC also serves as the call center for the SEIU Health Benefits Trust, which administers a state-funded health insurance benefit available to eligible IPs without regard to their membership or non-membership in SEIU 775.
13. During the July 2018 phone call, the union representative told Mr. Swails he needed to update his union membership. Under the impression that he needed to update his union membership to receive his state-funded health insurance benefits, Mr. Swails responded affirmatively to several short statements read to him over the phone by the SEIU 775 employee.
14. Mr. Swails was not aware during the course of the July 2018 phone call that the updated

membership agreement contained an irrevocability provision purporting to limit his ability to cancel the deduction of SEIU 775 dues from his wages.

15. The membership form in use by SEIU 775 as of July 2018 and in use presently states, among other things:

“In exchange for obtaining the rights and privileges of union membership, and special benefits through exclusive access to the SEIU 775 Membership Plus Benefits Program, I hereby request and authorize my employer(s) and/or an entity chosen by the Union subject to Section 3 (“Plan For The Future”), to deduct from my wages an amount equal to all Union dues and other fees or assessments as shall be certified by SEIU 775 under its Constitution and Bylaws and to remit those amounts to SEIU 775. This authorization shall remain in effect and is irrevocable for a period of one year from the date of execution and from year to year thereafter, regardless of my membership status, unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.” (Emphasis added)

*See Attachment C.*

16. The State’s deduction of SEIU 775 dues from Mr. Swails’ wages is governed by RCW 41.56.113(1)(a), which provides,

“Upon the written authorization of an individual provider who contracts with the department of social and health services... within the bargaining unit and after the certification or recognition of the bargaining unit's exclusive bargaining representative, the state as payor, but not as the employer, shall, subject to (c) of this subsection, deduct

from the payments to an individual provider who contracts with the department of social and health services... the monthly amount of dues as certified by the secretary of the exclusive bargaining representative and shall transmit the same to the treasurer of the exclusive bargaining representative.” (Emphasis added)

17. Article 4 of the 2017-19 collective bargaining agreement (“CBA”) currently in effect between SEIU 775 and the State of Washington on behalf of the IP bargaining unit, as modified by a memorandum of understanding executed August 3, 2018, governs the deduction of union dues from IPs’ wages, providing:

“Upon proper authorization by a home care worker or the Union for dues deduction in accordance with RCW 41.56.113(1)(a), the State as payor, but not as the employer, shall cause the appropriate entity or agency to deduct the amount of dues or, for non-members of the Union, a fee equivalent to the dues from each home care worker’s payment for services (paycheck, or direct deposit or debit card)...

The Union will provide a nightly file to the Employer containing which home care workers have authorized dues deductions in accordance with RCW 41.56.113(1)(a). The Employer will deduct dues for any home care worker for who it has received notice of authorized dues deduction in interface 02 no later than one (1) day prior to the payroll start date.” (Emphasis added)

**See Attachment D.**

18. The only “proper” authorization for the deduction of union dues under Article 4 of the CBA is “written” authorization provided by an IP under RCW 41.56.113(1)(a).
19. At the direction of SEIU 775, the State of Washington continues to deduct union dues from Mr. Swails’ wages. **See Attachment E.**

## APPLICABLE STATUTES AND DECISIONS

20. No statute, regulation or other legal authority permits the deduction of SEIU 775 dues from Mr. Swails' wages on the basis of an oral membership agreement recorded telephonically.
21. RCW 41.56.150 provides that it is an unfair labor practice for a bargaining representative to "interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter..."
22. Many collective bargaining statutes under PERC's jurisdiction explicitly protect the right of public employees to refrain from forming, joining or assisting unions, including RCW 28B.52.025, RCW 41.59.060 and RCW 41.80.050.
23. PERC has been tasked by the legislature with promoting uniformity in the "adjustment and settlement of complaints, grievances, and disputes arising out of employer-employee relations..." RCW 41.58.005 and *Shoreline Community College*, Decision 9094-A (PSRA, 2006).
24. PERC has recognized that Chapter 41.56 RCW protects employees' right to refrain from union activity. "RCW 41.56 protects the right to refrain from, or to oppose, union activity." *King County*, Decision 9692 (PECB, 2007). "RCW 41.56.040 and 41.56.140(1) also protect the free exercise by public employees of their right to dissent from union actions... RCW 41.56.070 implements the right of employees to refrain from or to oppose union activity." *King County*, Decision 7819 (PECB, 2002). Employees have the "right to refrain from any or all union activities." *City of Seattle* (IATSE, Local 15), Decision 7278 (PECB, 2001). "...RCW 41.56.040,.080, and .100 grant the rights to... refrain from union activities." *City of Vancouver*, Decision 6732 (PECB, 1999). "...[T]he right to refrain from union activity can be extrapolated from the PECBA." *Port of Seattle* (ILWU Local 9), Decision 3064 (PECB, 1988).
25. PERC has recognized that Chapter 41.56 RCW protects employees' right to refrain from

authorizing union dues deductions. “The right of employees to ‘authorize’ is inherently accompanied by the right to refrain from authorizing a payroll deduction. An employee covered by Chapter 41.56 RCW cannot be compelled to utilize payroll deduction, as opposed to making payments by cash or check directly to the union.” *Spokane County* (WSCCCE), Decision 4882-A (PECB, 1995).

26. SEIU 775’s refusal to honor Mr. Swails’ written dues cancellation request occurred within the six months preceding the filing of this complaint, which is timely under RCW 41.56.160.

### ALLEGATIONS

27. SEIU 775’s refusal to honor Mr. Swails’ request to direct the state to cease the deduction of dues from his wages on the basis of a recorded voice authorization constitutes an unfair labor practice under RCW 41.56.150 by interfering with and restraining his right to refrain from supporting SEIU 775 activity and to refrain from authorizing *in writing* the payment of union dues via payroll deduction.
28. As PERC has previously recognized, the PECBA protects employees’ rights to refrain from supporting union activity financially and to refrain from authorizing, or revoke authorization for, payroll deductions of union dues even if dues payment is required as a condition of employment, which is not the case for IPs. Further, there simply is no legal authority permitting SEIU 775 to direct the State to continue unwanted union dues deductions from Mr. Swails’ wages on the basis of a recorded voice authorization. The CBA authorizes the deduction of union dues upon “proper” authorization from an IP under RCW 41.56.113(1)(a), and “written authorization” is the only type of authorization for payroll deduction permitted under that statute. Accordingly, SEIU 775’s refusal to honor Mr. Swails’ *written* dues cancellation request on the basis of an unlawful recorded voice authorization constitutes an unfair labor practice.

## REQUESTED REMEDIES

29. Mr. Swails requests that the Public Employment Relations Commission: (1) Find that SEIU 775 unlawfully interfered with and restrained him in the exercise of his protected right to authorize or not authorize in writing the payroll deduction of union dues from his wages; (2) order SEIU 775 and the State of Washington to immediately cease the deduction of union dues from his wages; (3) order SEIU 775 to refund with interest any dues deducted from his wages since its receipt of his December 30, 2018 membership resignation and dues deduction cancellation; and, (4) order SEIU 775 to mail a notice to all IPs in the bargaining unit informing them that it has committed an unfair labor practice by requiring the deduction of union dues from IPs' wages on the basis of recorded voice authorizations and stating it will discontinue the practice.

## OTHER

30. No grievance related to this unfair labor practice complaint has been filed.

31. The statewide bargaining unit of IPs established by RCW 74.39A.270(2)(a) contains about 40,000 employees.

32. The bargaining unit is described in *State - Individual Providers*, Decision 7823 (PECB, 2002), the last PERC decision on the issue, as,

“ALL INDIVIDUAL PROVIDERS OF IN-HOME CARE SERVICES AS DEFINED IN CHAPTER 74.39A.40 AND 74.39A.270 IN WASHINGTON STATE EMPLOYED BY THE HOME CARE QUALITY AUTHORITY FOR THE PURPOSES OF COLLECTIVE BARGAINING, EXCLUDING SUPERVISORS, CONFIDENTIAL EMPLOYEES AND ALL OTHER EMPLOYEES.”

This description is substantially out-of-date, however, as IPs are no longer employed by the now-non-existent Home Care Quality Authority, but by the governor, and “individual provider” is no longer defined in RCW 74.39A.040, but in RCW 74.39A.240.

RESPECTFULLY SUBMITTED on February 22, 2019.

c/o FREEDOM FOUNDATION



Sydney Phillips

P.O. Box 552, Olympia, WA 98507

p. 360.956.3482

sphillips@freedomfoundation.com

*Attorney for William Swails*

**William Swails - ULP against SEIU 775 –  
Attachment A**

President  
SEIU Healthcare 775NW  
215 Columbia Street  
Seattle, WA 98104

SEIU 775 President,

Effective immediately, I resign membership in all levels of the Service Employees International Union, including Local 775, the union designated to represent individual provider home care aides.

As a nonmember, I request that you immediately notify the State to cease the deduction of union dues, fees equivalent to dues, and/or political action committee contributions from my provider payments as required by the U.S. Supreme Court's decision in *Harris v. Quinn*, 134 S. Ct. 2618 (2014). I further request a full refund of any dues or fees that have been deducted from my pay without my express written authorization.

Please let me know when the deductions will cease.

william swails

Signature and Date: William Swails 12-30-18

- ☒ Do not contact me with any future membership solicitations or union materials.
- ☒ Send me a copy of any membership authorization—written, electronic, or oral—the union has on file for me.

**William Swails - ULP against SEIU 775 –  
Attachment B**



Sterling Harders | President  
Adam Glickman | Secretary-Treasurer  
Andrew Beane | Vice President  
Memo Rivera | Vice President

January 08 2019

William Swails  
[REDACTED]  
[REDACTED]

Dear William Swails,

You are receiving this letter because you contacted SEIU 775 ("Union") and told us that you do not want to join or financially support the Union.

We hope you will consider changing your mind. We urge you to stay with our caregivers movement—a movement that has improved the lives of tens of thousands of caregivers. By uniting and standing together, we've doubled our wages; won healthcare, paid time off, and professional training; stopped cuts to our critical programs; and stood up for our loved ones and clients.

We have much more to do, including bargaining and winning a new IP contract that raises wages for all caregivers, increases our retirement benefit, and continues improving services for clients, and we hope that you'll add your voice as we stand together for all caregivers.

Under the terms of the membership form you signed, you agreed to authorize your employer or employers to deduct from your wages all Union dues and other fees or assessments as shall be certified by SEIU 775 under its Constitution and Bylaws and to remit those amounts to SEIU 775. You also agreed that this authorization would be irrevocable for a period of one year from the date of execution and from year to year thereafter unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of your authorization or the termination of the contract between your employer and the Union, whichever occurs first, you notify the Union in writing, with your valid signature, of your desire to revoke this authorization.

You signed your membership form on 7/11/2018, and so your next window period is 5/27/2019. If you would like a copy of your membership form, please call the Member Resource Center at 1-866-371-3200.

Because you have revoked your authorization outside the window period, Union dues and all other fees or assessments that SEIU 775 has certified under its Constitution and Bylaws will continue to be deducted from your paycheck until your window period even though you are no longer a member. If the first day of your window period falls in the first two weeks of the month, we will report this to the State by 18<sup>th</sup> of that month and no dues should be deducted after that day. If the first day of your window period falls in the second two weeks of the month, we will report this to the State by the 3<sup>rd</sup> of the following month and no dues should be deducted after that day. You have the option of remaining an SEIU 775 member while you are making the payments required by the membership form you signed. Please return the form attached if you would like to remain a member until your deductions cease.

Membership in SEIU 775 is valuable. Only members have the right to participate fully in the internal affairs of the Union, vote for Union officers, run for Union office, be involved in collective bargaining and vote to reject or ratify the collective bargaining agreement for your bargaining unit. You will lose these rights if you do not return the attached Retention of Membership form.

SEIU 775

215 Columbia Street | Seattle, WA 98104

Member Resource Center 1.866.371.3200 | [www.seiu775.org](http://www.seiu775.org)

Our mission is to unite the strength of all working people and our families, to improve our lives and lead the way to a more just and humane world.

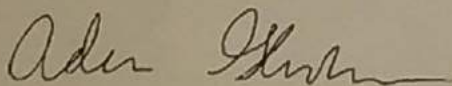


Once you signed a membership form, you were given access to our new Membership Plus program, which gives caregivers exclusive discounts on everyday expenses like cell phone bills, car insurance and prescriptions. You also received a life insurance policy at no additional cost to you. While you continue to make payments, you will remain eligible to access the Membership Plus program and our exclusive life insurance policy. After your deductions cease, you will lose these benefits as well.

You do not need to revoke your authorization again. Deductions will stop automatically at the Union's request after your window period has begun. Please let us know if the State has not honored the Union's request within the timeframe described by calling the Member Resource Center at 1-866-371-3200.

Again, we hope you change your mind and decide to unite together with tens of thousands of caregivers across the state in supporting quality care for our clients and better wages and benefits for caregivers. If you want to continue supporting the Union, call the Member Resource Center at 1-866-371-3200.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam Glickman", with a stylized flourish at the end.

Adam Glickman  
Secretary-Treasurer

**William Swails - ULP against SEIU 775 –  
Attachment C**

1. Join Our Movement

Yes! I want to join with other long-term care workers for a stronger voice for quality care, living wages and good benefits. I hereby request and voluntarily accept membership in SEIU 775 and I agree to abide by its Constitution and Bylaws. I authorize SEIU 775 ("Union") to act as my exclusive representative in collective bargaining over wages, hours, benefits and other terms and conditions of employment with my current employer(s) and all future employer(s) within the Union's jurisdiction.

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FIRST NAME / LAST NAME															EMPLOYER																																		
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SOCIAL SECURITY # (LAST 4)										HIRE DATE (MM/YY)										Yes <input type="checkbox"/> No <input type="checkbox"/>										REGISTERED VOTER?										GENDER					BIRTHDAY (MM/DD/YY)				

\*By providing my phone number, I understand SEIU 775, SEIU, and affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. SEIU will never charge for text message alerts. Carrier message and data rates may apply to such alerts. Text STOP to 787753 to stop receiving messages or HELP to 787753 for more information.

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SIGNATURE																				DATE									

2. Maintain Our Strength

In exchange for obtaining the rights and privileges of union membership, and special benefits through exclusive access to the SEIU 775 Membership Plus Benefits Program, I hereby request and authorize my employer(s) and/or an entity chosen by the Union subject to Section 3 ("Plan For The Future"), to deduct from my wages an amount equal to all Union dues and other fees or assessments as shall be certified by SEIU 775 under its Constitution and Bylaws and to remit those amounts to SEIU 775. This authorization shall remain in effect and is irrevocable for a period of one year from the date of execution and from year to year thereafter, regardless of my membership status, unless not less than thirty (30) and not more than forty-five (45) days prior to the annual anniversary date of this authorization or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. SEIU 775 is authorized to use this authorization with my current employer(s) and with any other employer(s) in the event I change employers or obtain additional employment.

I believe everyone should pay their fair share to support our Union's activities. In order to build a more powerful Union, I hereby knowingly release SEIU 775 and the State of Washington from any future legal claims or liability related to the State's past collection of agency fees from me pursuant to CBA Sec. 4.1 and/or RCW 41.56.113.

Contributions or gifts to SEIU 775 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses. I acknowledge that failure to pay my dues on a timely basis may affect my membership standing in the Union, as set forth in the SEIU 775 Constitution and Bylaws.

<div></div>																				<div></div>									
SIGNATURE																				DATE									

3. Plan For The Future

In the event my employer(s) ceases payroll deductions, and upon the Union entering an agreement with an entity to act as the agent for Individual Providers for voluntary deductions, I authorize that entity to serve as my agent for purposes of deducting and remitting membership dues, SEIU COPE and other voluntary deductions to SEIU 775 pursuant to the authorizations contained herein. I further authorize SEIU 775 to notify that entity of my decision to designate it as my agent for purposes of dues deductions. For the period the entity designated by the Union serves as my agent, I will work directly through SEIU 775 to direct the agent and I authorize the agent to work directly through SEIU 775 to facilitate any and all aspects of the agent's relationship with me, which shall include but not be limited to having SEIU 775 represent me and my interests during any dispute resolution concerning any claim that may arise between me and the agent, including full settlement of any such claim. The agent designated by the Union shall not serve as my agent for any purpose other than deducting membership dues and other voluntary deductions and remitting those dues and deductions to SEIU 775.

As a benefit of my membership, SEIU 775 will pay the entity to act as my agent. I understand that, notwithstanding the first paragraph of Section 2 ("Maintain Our Strength"), I may terminate my agency relationship with the agent designated by the Union with thirty (30) days' notice by notifying SEIU 775 in writing via U.S. mail of my desire to do so, but that if I do not pay my dues through a payroll deduction, I will no longer have access to the SEIU 775 Membership Plus Benefits Program.

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SIGNATURE																				DATE									

NAME:

DOB:

4. Protect The Future

In the event my employer, its agent, an agent designated by me, or an agent designated by the Union, ceases payroll deductions, I authorize SEIU 775 to make withdrawals from my checking or savings account, in accordance with the authorization provided below. SEIU 775 will notify me of the transition to direct pay at the current email or mailing address on file with SEIU 775 prior to initiating the first payment via debit card, credit card, checking, or savings account, as authorized below.

I hereby authorize SEIU 775 to initiate a recurring, automatic electronic funds transfer with my financial institution beginning on the date listed in the transition notice provided to me in order to deduct Union dues at the current rate of 3.2% of my monthly gross earnings from the account referenced below, or an amount of at least \$.01 but not to exceed \$350.00, on or within 24 hours of every payday designated by my employer. SEIU 775 will notify me of the transition to direct pay at the current mailing address on file with SEIU 775 prior to initiating the first payment from my checking or savings account, as authorized below. The dues amount may change if authorized according to the requirements of the SEIU 775 Constitution and Bylaws or the Service Employees International Union Constitution and Bylaws. If this happens, I authorize SEIU 775 to initiate a recurring, automatic funds transfer in the amount of the new dues amount when notified by SEIU 775 in writing of the new amount and with at least ten (10) days' notice before the next funds transfer date. In the case of checking and savings accounts, adjusting entries to correct errors are also authorized. I agree that these withdrawals and adjustments may be made electronically and under the Rules of the National Automated Clearing House Association. This authorization shall remain in effect until I send written notice of my revocation of authorization to SEIU 775 via U.S. mail. I acknowledge that failure to pay my dues on a timely basis may affect my membership standing in the Union, as set forth in the SEIU Constitution and Bylaws.

To pay the dues or other amounts indicated above by automatic deduction from my bank account, I authorize my employer, its agent, or any third-party payroll agent, to provide to SEIU 775's secure payment processor, the information for the bank account (bank account number and routing number) on file with my employer or its agent that I have designated to receive the proceeds of my paycheck via direct deposit. If my employer or its agent makes direct deposit of my paycheck to more than one account, I hereby authorize my employer, its agent, or any third-party payroll agent to provide the information for the account in which my employer or its agent deposits the largest amount of my paycheck. I understand that after SEIU 775's secure payment processor receives my bank account information, SEIU 775 will make reasonable efforts to contact me to confirm the accuracy of the account information received from my employer, its agent or any third-party payroll agent at least 10 days in advance of making the first electronic funds transfer from my account. I may revoke this authorization to release my bank account information at any time by sending written notification to SEIU 775 by U.S. mail. Contributions or gifts to SEIU 775 are not tax deductible as charitable contributions. However, they may be tax deductible as ordinary and necessary business expenses.

INITIAL HERE

DATE

SIGNATURE

5. Hold Politicians Accountable

Yes! I want to hold politicians accountable to working families and I know we can only do that if we stand together. I hereby authorize my employer, or the agent designated by the Union, subject to Section 3 ("Plan For The Future"), to withhold the indicated amount per month to forward to SEIU 775 ("Union") as a contribution to SEIU Committee on Political Education ("SEIU COPE"). My signature shows that I agree with the terms below.

In the event my employer, its agent, an agent designated by me or an agent designated by the Union, ceases my COPE contributions via payroll deduction, I hereby authorize SEIU to initiate a recurring, automatic electronic funds transfer with my financial institution beginning on the date listed in the transition notice provided to me in order to deduct from the account designated above in Section 4 ("Protecting The Future") the dollar amount checked or designated below on the day after the first payday of the month designated by my employer and to transmit to SEIU as a contribution to SEIU Committee on Political Education ("SEIU COPE").

This authorization is made voluntarily based on my specific understanding that: (1) I am not required to sign this form or make voluntary contributions to SEIU COPE as a condition of my employment or membership in the union; (2) I may refuse to contribute without reprisal; (3) Under law, only union members and executive/administrative staff who are U.S. Citizens or lawful permanent residents are eligible to contribute to COPE; (4) the contribution amounts on this form are merely suggestions, and I may contribute more or less by this or other means without fear or disadvantage from SEIU or my employer; (5) SEIU COPE uses the money it receives for political purposes – including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices – and addressing political issues of public importance. This authorization shall remain in effect until revoked by me in writing to SEIU via U.S. mail.

Contributions or gifts to SEIU COPE are not tax deductible as charitable contributions.

☐ \$20   ☐ \$15   ☐ \$10

SIGNATURE

DATE

I want to be active  
in my union!

☐

I want to join the fight to lift  
caregivers out of poverty  
and volunteer my time to MY  
UNION!

LANGUAGE PREFERENCE:

☐ ENG   ☐ KOR   ☐ RUS  
☐ SPA   ☐ VIE  
☐ Other: \_\_\_\_\_

FOR OFFICE USE ONLY:

☐ BT   ☐ CE   ☐ MCOI  
☐ NEO   ☐ IPO  
☐ Other: \_\_\_\_\_  
☐ Name: \_\_\_\_\_

V6.1-Pub



**William Swails - ULP against SEIU 775 –  
Attachment E**

Page 1 of 1

**Public Partnerships, LLC**  
1 CABOT RD STE 102  
MEDFORD, MA 02155  
Phone: 1-844-240-1526

Advice Date:	12/17/2018
Advice Number:	DC196121
Amount	\$499.29
PTO Balance	26:30
CCH Balance	13,593.50

WILLIAM SWAILS

Description	Amount	YTD Amount	Contact Number
Administrative Time	ADMIN	\$3.86	\$65.13
Administrative Time OT	ADMIN-OTC	\$0.00	\$1.90
Personal Care	PCS	\$618.00	\$9828.00
Paid Time Off (PTO)	PTO	\$0.00	\$689.23
IP Reimbursement	IP REIMB	\$0.00	\$7.07
Federal Income Tax	FIT	-\$48.19	-\$634.20
Federal Income Tax-EWH	FIT EWH	-\$20.00	-\$180.00
Medicare-Employee	MED	-\$9.02	-\$153.48
Social Security-Employee	SS TAX	-\$38.56	-\$656.20
Health And Welfare, Var		\$0.00	-\$200.00
SEIU 775 NW-Dues		-\$6.80	-\$347.54
Net Pay		\$499.29	

## Earnings

Date	Description	Hours	Rate	Amount
11/16/2018-11/30/2018	PCS	40.00	\$15.45	\$618.00
				\$618.00

### Client Specific Deductions

Description	Amount	YTD Amount
CATHY SHAW		
Wages	\$621.86	\$10563.32
FIT	-\$48.19	-\$634.20
FIT EWH	-\$20.00	-\$180.00
MED	-\$9.02	-\$153.18
SS TAX	-\$38.56	-\$654.90

Public Partnerships, LLC  
1 CABOT RD STE 102  
MEDFORD, MA 02155  
Phone: 1-844-240-1526



Wells Fargo

DC196121

12/17/2018

\*\*\*\*\*0.00

VOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOIDVOID  
VOIDVOIDVOID

Payable to: WILLIAM SWAILS

**Void After 180 Days**

**NON-NEGOTIABLE**

**From:** [Kirsten Nelsen](#)  
**To:** [PERC, Filing \(PERC\)](#)  
**Cc:** [sterling.harders@seiu775.org](mailto:sterling.harders@seiu775.org); [Plastowe, Franklin \(OFM\)](#); [Sydney Phillips](#)  
**Subject:** Filing: Unfair Labor Practice Complaint of William Swails, William Swails v. Service Employees International Union Local 775  
**Date:** Friday, February 22, 2019 10:42:57 AM  
**Attachments:** 2019-02-22 William Swails ULP COM FINAL.pdf

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Good morning,

Please find attached for filing, the Unfair Labor Practice Complaint of William Swails, William Swails v. Service Employees International Union Local 775.

Notify me immediately if you are unable to open the attachment.

Best,

**Kirsten Nelsen**

Paralegal | Freedom Foundation

[KNelsen@FreedomFoundation.com](mailto:KNelsen@FreedomFoundation.com)

360.956.3482 | PO Box 552 Olympia, WA 98507

[FreedomFoundation.com](http://FreedomFoundation.com)

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