

6. Liddle used the union's electronic bulletin board to send notice to Lazar's bargaining unit that the tentative agreement would be discussed at the upcoming, regularly scheduled district meetings. She included the location of each meeting; she noted that voting on the agreement would occur that upcoming Saturday and Sunday. This notice also included a list of the polling sites.
7. On Tuesday, September 21, 2004, Chapter President William Johnson sent an e-mail to numerous employees concerning the coming weekend's ratification. He stated that non-dues paying unit members could vote on the contract only if they paid membership dues before they voted. Chapter Vice President Steve Allman forwarded that e-mail to all unit employees.
8. On September 25 and 26, 2004, some union members and some non-union members voted on the proposed agreement. The union challenged the ballots of non-union members.

#### CONCLUSIONS OF LAW

1. The Public Employment Relations Commission has jurisdiction in this matter under Chapter 41.80 RCW. The Commission has jurisdiction, under RCW 41.80.110, to determine and remedy, complaints of interference when the employer and the union agree to give non-members voting rights as described in paragraph 4 of the above findings of fact.
2. By its actions, described in paragraphs 5 through 8 of the above findings of fact, the union interfered with the rights of employees under RCW 41.80.050. The union committed an unfair labor practice in violation of RCW 41.80.110(2)(a).