

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
SAN FRANCISCO BRANCH OFFICE

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 715

and

STANFORD HOSPITAL AND CLINICS/
LUCILE PACKARD CHILDREN'S HOSPITAL

Cases 32-CB-6237
32-CB-6350
32-CB-6351

Amy Berbower, Esq., Oakland, California
for the General Counsel.

Laurence R. Arnold, Esq. & Nina Kani, Esq.
(*Foley and Lardner LLP*), San Francisco, California
for the Charging Party.

Bruce A. Harland, Esq.
(*Weinberg, Roger and Rosenfeld*), Alameda, California
for the Respondent.

DECISION

Statement of the Case

JOHN J. MCCARRICK, Administrative Law Judge: This case was tried in Oakland, California on May 6, 2008, based upon the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing¹ (Complaint) issued by the Acting Regional Director for Region 32 issued on February 28, 2008. The Complaint alleges that Respondent Service Employees International Union, Local 715, (Respondent or Respondent Local 715) violated Section 8(b)(3) of the Act by refusing to furnish information to Stanford Hospital and Clinics/Lucile Packard Children's Hospital (Employer) necessary and relevant to the Employer's administration and enforcement of its collective bargaining agreement with Respondent. Respondent filed a timely answer to the Complaint denying any wrongdoing.

¹ At the hearing Counsel for the General Counsel (CGC) moved to amend the Complaint at subparagraph 8(a) to delete items 6 through 9 and 12. In addition CGC moved to add "and December 27, 2007" after June 22, 2007 in the first line of subparagraph 8(a), "and December 27, 2007" after October 8, 2007 in the first line of subparagraph 8(b) and "and December 27, 2007" after November 9, 2007 in the second line of subparagraph 9(a). There being no objections to the amendments, the motion was granted.

Findings of Fact

Upon the entire record herein, including the briefs from the General Counsel, Respondent and Charging Party, I make the following findings of fact.

5

I. Jurisdiction

The employer, a California corporation, with an office and place of business in Palo Alto, California, has been engaged in the business of operating an acute-care hospital and medical clinics providing inpatient and outpatient medical care. During the past 12 months, the employer, in the course of its business operations derived gross revenues in excess of \$250,000 and during that same period purchased and received goods valued in excess of \$5,000 that originated outside the State of California.

10

Based upon the above, the employer has been at all times material an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

15

II. Labor Organization

Respondent admitted in its Answer and I find that it is a labor organization within the meaning of Section 2(5) of the Act.

20

III. The Alleged Unfair Labor Practices

25

A. The Refusal to Provide Information to the Employer

1. The Facts

The facts in this case are not in serious dispute. Since 1998 Respondent has been the exclusive collective-bargaining representative of the following unit of the Employer's employees:

30

All full-time, part-time and relief non-professional employees performing service and patient care functions, employed at Stanford hospital, Lucile Packard Children's Hospital, Welch Road and Blake Wilbur Drive locations in positions or classifications listed as included in Appendix A of Respondent and the Employers' January 20, 2006 through November 4, 2008 collective-bargaining agreement (Agreement); excluding employees employed in those positions or classifications listed as excluded in Appendix A of the Agreement, employees represented by any other labor organization, managerial, supervisory or confidential employees within the meaning of the Act, and all other employees.

35

40

Respondent and the Employer have been parties to a succession of collective-bargaining agreements, the most recent of which runs through November 2008.

45

50

The issue of who was representing the Employer's above-described bargaining unit employees began at the end of February 2006 when Laurie Quintel (Quintel), the Employer's Director of Labor Relations met with Rachel Deutsch (Deutsch) and Ella Hereth (Hereth), representatives of SEIU United Healthcare Workers West (UHW). Deutsch told Quintel that UHW was representing the hospital's bargaining unit employees. At this time the Employer had no collective-bargaining agreements with UHW nor had it recognized UHW as representative of its bargaining unit employees. Quintel told Deutsch that the employees were represented by the Respondent and that there was nothing to discuss with her.

5 Following the meeting with Deutsch, on March 1, 2006, Quintel sent an e-mail to Greg Pullman (Pullman), Respondent's Organizing Director,² noting that the Employer had a contract with Respondent and asked for clarification as to whether UHW was taking over representation at the Employer. Later on March 1, Pullman responded via e mail³ and confirmed that Respondent continued to represent employees at Stanford Hospital and Clinics but that Respondent had entered into an agreement with UHW to help service the Employer's employees covered by the contract between Respondent and the Employer.

10 On March 10, 2006, Quintel received a letter from Hereth directing all SEIU correspondence to her and Deutsch at their San Francisco, California office and requesting the names, addresses, phone numbers, benefited status, social security numbers, department, worksite, shift and classification of all bargaining unit employees.⁴

15 On April 17, 2006, William Sokol (Sokol), of the Weinberg, Roger & Rosenfeld law firm (the Weinberg firm), as counsel for UHW, wrote⁵ to Quintel asking the Employer to provide the information requested in Hereth's March 10 letter when it submitted dues for employees represented by UHW.

20 On April 25, 2006⁶, Laurence Arnold (Arnold), counsel for the Employer, responded to Sokol's April 17 letter and advised that UHW did not represent any of the Employer's employees. Arnold stated further that Respondent had assured the Employer that it continued to represent the bargaining unit employees and that UHW was providing contract administrative services on behalf of Respondent. Arnold declined to forward dues or dues information to UHW as they had no collective-bargaining relationship with the Employer nor had employees authorized UHW to receive dues.

25 On April 25, 2006, UHW began submitting grievances⁷ on behalf of bargaining unit employees in the name of UHW and its member.

30 On May 1, 2006, Quintel received a letter⁸ from Pullman advising the UHW had a service agreement with Respondent to handle all representational matters with the Employer.

35 On May 18, 2006, Quintel wrote⁹ to Pullman advising that the Employer did not recognize UHW as having any relationship with the Employer's employees.

40 In a series of e mails¹⁰ on May 22, 2006, Pullman and Joceyln Olick a UHW organizer advised the Employer that UHW was handling all representational matters for Respondent. In an additional e mail on May 30, 2006,¹¹ Pullman told Quintel that UHW had authority to propose revisions to the new collective bargaining agreement between the Employer and Respondent.

² G.C. Exh. 2.

³ G.C. Exh. 3.

⁴ G.C. Exh. 4.

⁵ G.C. Exh. 5.

⁶ G.C. Exh. 6.

⁷ G.C. Exh. 7.

⁸ G.C. Exh. 8.

⁹ G.C. Exh. 9.

¹⁰ G.C. Exh. 10.

¹¹ G.C. Exh. 11.

On June 7, 2006, Arnold wrote to Pullman,¹² addressing the Employer's concerns that Respondent was abandoning its representation of employees in the bargaining unit. Arnold stated further that the Employer did not assent to assignment of Respondent's representation rights to UHW. In view of the facts set forth in the letter, Arnold demanded assurances, in the form of documentation of the relationship between Respondent and UHW, that Respondent remained the exclusive bargaining representative of its employees. Arnold advised that until such assurances were received, the Employer would not meet with UHW representatives.

On June 20, 2006, Arnold again wrote¹³ to Pullman and raised further concerns concerning Respondent's status as collective bargaining representative in view of the SEIU Hearing Officers' Joint Report and Recommendations¹⁴ and the June 11, 2006 Memorandum¹⁵ from SEIU President Andrew Stern (Stern) to all Affected SEIU Locals in California. In his memo Stern advised that the SEIU International Executive Board (IEB) had approved new jurisdictional plans for California local unions based upon the Hearing Officers' Joint Report and Recommendations. The Memo noted that "Private sector hospital units currently represented by Locals 535, 707, 715, 2028 and 4988 will merge into UHW."¹⁶ The memo also noted that the IEB had approved creation of four new regional SEIU locals in California including a North Central Regional Public Sector local. The North Central regional Public Sector local would be comprised of former SEIU locals 415, 535, 700, 715 and 817. The SEIU Hearing Officers' Joint Report and Recommendations adopted by the IEB noted that UHW was servicing the Employer's bargaining unit and jurisdiction would be granted to UHW for the Employer's bargaining unit as soon as feasible.¹⁷ Arnold again called for documents establishing Respondent's active representation of the Employer's employees.

On about August 15, 2006 Pullman provided the Employer with a copy of the Servicing Agreement¹⁸ between UHW and Respondent dated February 20, 2006. On August 29, 2006,¹⁹ Arnold advised Kristy Sermersheim (Sermershiem) Respondent's Executive Secretary, that it did not recognize the Servicing Agreement.

Ballot materials²⁰ sent to affected SEIU members voting on the reorganization plan confirmed that a new Central North public local would consist of SEIU locals 415, 535, 700, 715, excluding workers at Stanford/Lucile Packard Hospital, Stanford University, Santa Clara University, Santa Clara Mission Cemetery and Bon Appetit/Compass. An SEIU website printout from September 25, 2006,²¹ showed that the Employer's employees would be assigned from Respondent to UHW.

After the SEIU members approved the reorganization, a January 31, 2007 e-mail²² to the Employer from Robert Rutledge, Respondent's chief steward, stated in pertinent part that

¹² G.C. Exh. 12.

¹³ G.C. Exh. 14.

¹⁴ G.C. Exh. 15(b).

¹⁵ G.C. Exh. 15(a).

¹⁶ Id. at page 4.

¹⁷ G.C. Exh. 15(b) at pages 65, 68.

¹⁸ G.C. Exh. 16.

¹⁹ G.C. Exh. 17.

²⁰ G.C. Exh. 18.

²¹ G.C. Exh. 19.

²² G.C. Exh. 20.

“SEIU 715 no longer exists and a service agreement between the former 715 and UHW has been in place since March first of 2006.” The following day a meeting took place between Quintel and Rutledge concerning layoffs. During the meeting, Rutledge told Quintel that local 715 no longer represented the employees at the hospital, that local 715 ceased to exist and that UHW represented the employees.

On February 12, 2007 Quintel printed out Respondent’s website²³ which reflected that local 715 was transitioning to new local 521 and as of March 1, 2007 the new local’s web site www.seiu521.org would have chapter pages. As of March 1, 2007, the local 715 website defaulted to the new local 521 website. A March 2, 2007 printout²⁴ from the local 521 website confirmed that local 715 was merged into local 521. A search of the UHW website on the same date reflected that Stanford University Health Center, which includes the Employer, was an employer whose employees are represented by UHW.²⁵ A similar search at the local 521 website did not produce a listing for the Employer.²⁶

Despite the above pronouncements on both the Respondent and Local 521’s websites, a March 5, 2007 letter²⁷ from Sokol advised Quintel that Respondent Local 715 continued to exist, represented the bargaining unit at the Employer, and that dues should be remitted to Respondent.

On March 6, 2007 Quintel responded in writing²⁸ to Sokol and raised concerns about the viability of Respondent local 715, citing a website announcing that local 715 had become part of local 521, that Sermershiem, local 715’s Executive Director, was the new local 521 president, that the resources of the five former locals were transferred to local 521, and that local 521 was operating from Respondent’s former office.

Sokol replied on March 14, 2007,²⁹ reiterating that Respondent continued to exist with assets as a labor organization and would represent the Employer’s employees.

On March 29, 2007 Quintel sent an information request to Respondent asking for information concerning the change in Respondent’s affiliation.³⁰ The information requested the following:

1. Identity of officers, directors, executives and managerial employees of SEIU Local 715.
2. Identity of officers, directors, executives and managerial employees of SEIU Local 521.
3. Identity of SEIU Local 715’s employees.
4. Identity of all individuals authorized to act on behalf of SEIU Local 715.

²³ G.C. Exh. 23.

²⁴ G.C. Exh. 25.

²⁵ Id. at page 10.

²⁶ Id. at page 11.

²⁷ G.C. Exh. 26.

²⁸ G.C. Exh. 28.

²⁹ G.C. Exh. 29.

³⁰ G.C. Exh. 30. The information was again requested on May 15, 2007 and June 22, 2007. G.C. Exhs. 33 and 38.

5. Identity of all individuals who receive paychecks reflecting the name and address of the legal entity of the employer as SEIU, Local 715, pursuant to California Labor Code 226(a)(8).
- 5 6. The current organization chart of SEIU, Local 715.
7. The organization chart of SEIU, Local 521.
8. SEIU Local 715's current bylaws.
9. SEIU Local 521's current bylaws.
- 10 10. A description of SEIU, Local 715's current assets.
11. A description of SEIU, Local 521's current assets.
12. Any documents filed with the State of California or the U.S. Department of Labor regarding any change in the status of Local SEIU, 715.³¹

15
20 On April 9, 2007³², Bruce Harland (Harland) of the Weinberg firm replied to Quintel's March 29, 2007 information request. Harland stated that the information request had been forwarded from Respondent to him for a response. Harland said that all of the information requested was irrelevant, was available to the Employer, or was in the possession of another local that has no bargaining relationship with the Employer. Accordingly, Respondent had no duty to furnish the information.

25 On June 14, 2007, Bruce Smith (Smith) wrote to Quintel to advise that SEIU president Stern had taken control of all operations of Respondent,³³ removed all Respondent's officers and placed it in trusteeship with Smith as trustee with full authority to act on behalf of Respondent. Smith stated further that all matters relating to representation of the Employer's employees would be handled under his direction and the servicing agreement with UHW would remain in effect.

30 On June 18, 2007 Barbara Chisholm (Chisholm) of the Altshuler Berzon law firm in a phone conversation with Arnold advised that her firm had been retained to represent trustee Smith and Respondent. On the same date Chisholm, on behalf of trustee Smith, responded to Quintel's March 29, 2007 information request. Chisholm stated that Respondent's officers and directors had been removed and Smith had sole authority to manage Respondent's affairs, that no information regarding Local 521 would be provided, that Respondent had no employees, that Smith would direct all representational matters concerning the Employer's employees, that UHW would continue to service the Employer's employees under the Servicing Agreement between Respondent and UHW, that Respondent did not have an organizational chart and that Respondent did not possess documents filed with the State of California or the U.S. Department of Labor regarding any change in the status of SEIU Local 715. In addition on this date Smith wrote to Quintel providing essentially the same information.³⁴

45 _____
³¹ Items 6-9 and 12 of the Employer's information request are not part of the litigation herein as a result of the General Counsel's amendment to the Complaint referred to above in footnote 1.

³² G.C. Exh. 31.

³³ G.C. Exh. 35(a).

³⁴ G.C. Exh. 35(b).

On August 1, October 8, and December 27, 2007,³⁵ Arnold, on behalf of the Employer made an information request of Respondent through Chisholm. The information requested included:

- 5 1. The name and position held of each employee on the active payroll and who received pay in of the first pay period of each of the months of April, May, and June of 2007, and the name of each employee on the active payroll on June 7, 2007.
- 10 2. The name and title of each officer of Local 715 as of the first day of each of the months of April, May, and June of 2007, and on June 7, 2007, and the amounts of compensation and expense reimbursements paid to each.
3. A list of assets as the first day of each of the months of April, May, and on June of 2007.
- 15 4. A list of assets transferred or sold in each of the months of April, May and June of 2007.
5. A list of assets acquired in each of the months of April, May and June of 2007.

20 On August 22, 2007, Vincent Harrington of the Weinberg firm on behalf of Respondent wrote³⁶ to Quintel demanding that the Employer cease implementing any new policy concerning work rules.

25 On August 24, October 5, October 16, and December 27, 2007, Arnold wrote to Chisholm asking if her law firm represented Respondent and if the Weinberg law firm represented UHW under the Local 715-UHW Service Agreement.³⁷ Chisholm refused to reply. On November 9, 2007, Arnold wrote to trustee Smith and asked if Smith had retained the Weinberg firm to represent Respondent or whether the Weinberg firm was providing services for
30 UHW under the Local 715-UHW Service Agreement.³⁸

 On November 1, 2007, Sokol wrote to Quintel on behalf of Respondent concerning dues payments.

35 On December 14, 2007,³⁹ Smith advised Quintel that he authorized only the Weinberg law firm to represent Respondent in all aspects of the arbitration process. However, no representation was made as to the Altshuler Berzon law firm's status as Respondent's counsel.

40 To date, other than Smith's December 14, 2007 response, Respondent has not provided the information the Employer has requested concerning Respondent's status or the status of its legal representatives.

45 ³⁵ G.C. Exhs. 41, 45 and 52.

³⁶ G.C. Exh. 42.

³⁷ G.C. Exhs. 43, 44, 47 and 52.

50 ³⁸ G.C. Exh. 50.

³⁹ G.C. Exh. 51.

2. The Analysis

5 The duty to furnish information is not an obligation limited to employers under Section 8(a)(5) of the Act. In a collective bargaining relationship, a union also has a parallel duty under Section 8(b)(3) of the Act to furnish relevant information that is necessary for the employer to fulfill its contractual obligations. *Printing and Graphic Communications Local 13 (Oakland Press Co.)*, 233 NLRB 994 (1977); *Food Drivers Helpers & Warehouse Employees Local 500 (Acme Mkts.)*, 340 NLRB 251 (2003).

10 The standard for relevance is a broad one akin to a discovery standard, that is, the information must be directly related to the party's function vis-à-vis bargaining and that it is reasonably necessary for the performance of that function. *North Star Steel Co.*, 347 NLRB No. 119 (2006).

15 In this case the Employer has requested information that falls into two categories: Information concerning the status of Respondent and information concerning which law firm represented Respondent.

a. The Request for Information Concerning Respondent's Status.

20 Counsel for the General Counsel (CGC) argues that Respondent was under an obligation to provide the Employer with the information requested in its March 29, 2007 and subsequent information requests since the information was necessary and relevant to the Employer's obligation to determine with whom it had an obligation to bargain. Respondent
25 contends that it provided the information requested in its June 18, 2007 letter from Smith to Quintel, that the information was not relevant to the collective-bargaining relationship between Respondent and the Employer, that it has no obligation to provide information in the possession of Local 521, that it has no obligation to provide information related to its attorney-client relationship with the Weinberg firm or its representatives and, that it told the Employer the
30 Weinberg firm represented it with respect to grievance arbitration matters.

The Employer's first request for information concerning Respondent's ongoing status was made on March 29, 2007, because the Employer was unsure whether Respondent, the labor organization with which it had an obligation to bargain, continued to exist.

35 Obviously an employer may bargain only with its employees' statutory bargaining representative. *Nevada Security Innovations, Ltd.*, 341 NLRB 953, 955 (2004). Information to assist the Employer ascertain with which entity it has a continuing bargaining obligation is both necessary and relevant to the Employer's duties and responsibilities in the collective-bargaining
40 process. *Graphic Communications Local 13 (Oakland Press Co.)*, *supra*.

45 Because an employer may bargain only with an exclusive bargaining representative, where there has been a merger of local unions it is relevant and necessary for an employer to have information to ascertain if there is substantial continuity in identity of the bargaining representatives such that there is an ongoing obligation to bargain.

50 Where there is an intraunion merger of local unions, in order for the successor union to compel the employer to extend recognition to it and to honor the collective-bargaining agreement, the Board has traditionally looked at whether there has been an adequate chance for those affected to participate in the merger process and whether there is substantial continuity in the identity of the bargaining representatives. *News/Sun Sentinel Co.*, 290 NLRB 1171 (1988).

The second part of the test in the case of merged of unions looks at whether the organizational changes that accompany the merger are substantial enough to create a different entity, that is, does the new organization operate in substantially the same way as its predecessor before the merger. *NLRB v. Financial Inst. Employees Local 1182 (Seattle-First National Bank)*, 475 U.S. 192, 200 (1986); *Seattle-First National Bank v. NLRB*, 892 F.2d 792 (9th Cir. 1989). In *Western Commercial Transport*, 288 NLRB 214, 217 (1988), the Board listed various factors to consider in determining whether there is substantial continuity:

[C]ontinued leadership responsibilities by existing union officials; the perpetuation of membership rights and duties, such as eligibility for membership, qualification to hold office, oversight of executive council activity, the dues/fee structure, authority to change provisions in the governing documents, the frequency of membership meetings, the continuation of the manner in which contract negotiations, administration, and grievance processing are effectuated; and the preservation of the certified union's physical facilities, books and assets.

Whether Respondent, in fact, continues to exist under trusteeship as Respondent contends, or whether Local 521 or UHW are successors to Respondent are not issues before me to determine. Rather, the issue is a narrow one. Do the facts establish that the Employer was entitled to information from Respondent in order to establish whether it had an ongoing obligation to bargain with Respondent or some other entity and to honor the extant collective bargaining agreement?

The substantial weight of the evidence here reflects that the Employer's March 29, August 1, October 8, and December 27, 2007 information requests were both relevant and necessary for the Employer to determine the identity of the labor organization with which it had an obligation to bargain. When the Employer made its first information request on March 29, 2007 it had been confronted by among other things: the February 2006 statements by UHW representatives that they were representing the Employer's employees; the March 2006 correspondence from UHW requesting bargaining unit employees' personal information; the submission of grievances by UHW for bargaining unit employees commencing in April 2006; Respondent Local 715 Pullman's assertions in May 2006 that UHW would handle all representational matter for Respondent and that UHW had authority to propose revisions to the new collective-bargaining agreement negotiated by Respondent; the merger of Respondent into a new regional local and the assignment of the Employer's bargaining unit employees to UHW; the January 2007 statements by Robert Rutledge, Respondent's chief steward, that Respondent no longer existed and no longer represented the employees at the hospital but that UHW represented the employees; a February 2007 SEIU website which reflected that Respondent was transitioning to new local 521; the March 2, 2007 Local 521 website that confirmed Respondent was merged into Local 521; a March 6, 2007 SEIU website announcing that Respondent had become part of Local 521, that Sermershiem, Respondent's Executive Director, was the new Local 521 President, that the resources of the five former locals, including Respondent, were transferred to Local 521, and that Local 521 was operating out of Respondent's former office.

The August 1, and October 8, 2007 information requests of Respondent were made even more meaningful by trustee Smith's June 14, 2007, statement that SEIU President Stern had taken control of all operations of Respondent Local 715, had removed all Respondent's ????, had placed Respondent in trusteeship with Smith as trustee with full authority to act on behalf of Respondent, that all matters relating to representation of the Employer's employees

would be handled under Smith's direction and that the UHW Servicing Agreement would remain in effect.

5 The above-cited facts gave rise to a legitimate question concerning representation on the part of the Employer and made the information requested both necessary and relevant to the Employer's ongoing duty to bargain with Respondent. Each item of information requested by the Employer tracks the Board's various factors to consider in determining whether there is substantial continuity in a merged labor organization.

10 Neither Harland's April 9, nor Chisholm's June 18, 2007 reply to Quintel's March 29, 2007 information request provided the information requested other than Chisholm's response that Respondent's officers and directors had been removed, that Respondent had no employees, that Respondent did not have an organizational chart and that Respondent did not possess documents filed with the State of California or the U.S. Department of Labor regarding
15 any change in the status of Local SEIU, 715.

20 In neither Harland's nor Chisholm's responses was there an attempt made to secure the information requested from Local 521. Having found that the information requested was necessary and relevant to the Employer's duty to bargain, I find that Respondent had an obligation to attempt to provide the requested information in the possession of Local 521. This situation is analogous to the duty an employer would have to furnish information that was in the possession of a third party with whom the employer had a business relationship. *United Graphics*, 281 NLRB 463, 466 (1986). Here there is a close relationship between Respondent and Local 521. They operate from the same office, they have similar officers and executive
25 board members, and they share the same resources and assets.

30 Respondent is under an obligation to provide information responsive to the Employer's information requests of March 29, as repeated on August 1, October 8, and December 27, 2007, for the: Identity of officers, directors, executives and managerial employees of SEIU Local 715; Identity of officers, directors, executives and managerial employees of SEIU Local 521; Identity of SEIU Local 715's employees; Identity of all individuals authorized to act on behalf of SEIU Local 715; Identity of all individuals who receive paychecks reflecting the name and address of the legal entity of the employer as SEIU, Local 715, pursuant to California Labor Code 226(a)(8); A description of SEIU, Local 715's current assets; A description of SEIU, Local
35 521's current assets.

40 In addition Respondent must provide information responsive to the Employer's requests of August 1, as repeated on October 8, and December 27, 2007 for: The name and position held of each employee on the active payroll and who received pay in of the first pay period of each of the months of April, May, and June of 2007, and the name of each employee on the active payroll on June 7, 2007; The name and title of each officer of Local 715 as of the first day of each of the months of April, May, and June of 2007, and on June 7, 2007, and the amounts of compensation and expense reimbursements paid to each; A list of assets as the first day of each of the months of April, May, and on June of 2007; A list of assets transferred or sold in
45 each of the months of April, May and June of 2007; A list of assets acquired in each of the months of April, May and June of 2007.

50 b. The Request for Information Concerning the Law Firms Representing Respondent

Counsel for the General Counsel takes the position that Respondent had a duty to furnish information to the Employer concerning which firm represents Respondent and whether

the Weinberg firm represents Respondent, pursuant to the UHW Service Agreement. Respondent contends that it has no duty to provide information concerning its attorney-client relationship with the Weinberg firm and that since it has the right to freely choose its representatives, there is no obligation to provide information concerning the basis for its relationship with its representatives.

The Weinberg firm had represented Respondent for many years up to June 18, 2007. However, on June 18, 2007, Chisholm of the Altshuler Berzon law firm told Arnold that her firm had been retained to represent trustee Smith and Respondent. Despite these representations the Weinberg firm took actions on behalf of Respondent. On August 22, 2007, Vincent Harrington of the Weinberg firm on behalf of Respondent wrote to Quintel demanding that the Employer cease implementing any new policy concerning work rules.⁴⁰ On November 1, 2007 Sokol wrote to Quintel on behalf of Respondent that the Employer had an obligation to submit dues payments to Respondent.

On August 24, October 5, October 16, 2007 and December 27, 2007, Arnold wrote to Chisholm asking if her law firm represented Respondent and if the Weinberg law firm represented UHW under the Local 715-UHW Service Agreement.⁴¹ Chisholm refused to reply. On November 9, 2007 Arnold wrote to trustee Smith and asked if Smith had retained the Weinberg firm to represent Respondent or whether the Weinberg firm was providing services for UHW under the Local 715-UHW Service Agreement.⁴²

On December 14, 2007,⁴³ Smith advised Quintel that he authorized only the Weinberg law firm to represent Respondent in all aspects of the arbitration process. However, no representation was made as to Chisholm's firm as Respondent's counsel.

I have found no cases that discuss either an employer or union's duty to furnish information concerning which law firm represents them or whether there is an obligation to provide information dealing with the underlying agreement providing for the representation. However, the Board has held that the parties are free to choose their representatives for the purposes of collective bargaining and that the parties have an obligation to meet and bargain with their chosen representatives. *General Electric Co., v. NLRB*, 412 F.2d 512 (2d Cir. 1969).

While *General Electric* provides that a party is free to choose its representatives, it also makes clear that there is a concomitant duty to meet and bargain with those chosen representatives. In view of the conflicting evidence as to who represented Respondent, the information the Employer requested was relevant and necessary for it to determine with which of Respondent's agents it had an obligation to bargain in matters dealing with contract administration issues such as grievance/arbitration processing. Therefore, Respondent had an obligation to furnish the Employer with information as to which law firm or law firms represent Respondent. Advising the Employer which law firm to deal with in no way infringes upon the attorney-client relationship between Respondent and the Weinberg firm. Moreover, Respondent left the responsibilities of the Altshuler Berzon and the Weinberg firms unclear. While the Weinberg firm was to handle grievance-arbitration matters, their role in the remaining areas of contract administration were not stated.

⁴⁰ G.C. Exh. 42.

⁴¹ G.C. Exhs. 43, 44, 47 and 52.

⁴² G.C. Exh. 50.

⁴³ G.C. Exh. 51.

General Electric also provides the parties are free to choose their representatives. Counsel for the General Counsel takes the position that since the Employer refused to recognize the validity of the UHW Service Agreement and has refused to recognize UHW representatives acting on Respondent's behalf, it has the right to information from Respondent stating the basis of the Weinberg firm's representation and whether that is the UHW Service Agreement. Respondent contends it can hire any law firm it chooses.

It seems to me that this issue is a red herring. I am not called upon here to decide the Employer's obligation to recognize UHW, Respondent, Local 521 Respondent's representatives or the Service Agreement. Under a long line of Court and Board cases, Respondent has the right to freely choose its representatives. *General Electric Co., v. NLRB*, supra; *Caribe Steel Co.*, 313 NLRB 877 (1994); *Kay Provision Co.*, 203 NLRB 706 (1973). If Respondent chooses an arrangement for the Weinberg firm to represent it under a Service Agreement with UHW, it is free to do so and this is neither necessary nor relevant to the collective-bargaining relationship between Respondent and the Employer.

I will recommend dismissal of this portion of the complaint.

Conclusions of Law

1. Stanford Hospital and Clinics/Lucile Packard Children's Hospital is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Service Employees International Union, Local 715 is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent has engaged in unfair labor practices proscribed by Section 8(b)(3) of the Act since March 29, 2007, by refusing to provide Stanford Hospital and Clinics/Lucile Packard Children's Hospital information necessary and relevant to its contract administration and enforcement obligations, to determine its bargaining obligations with Respondent, Respondent's agents or Respondent's successor.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

5. All other allegations of the complaint are hereby dismissed.

Remedy

Having found that Respondent engaged in and is engaging in certain unfair labor practices, I shall recommend that it be ordered to cease and desist and to take certain affirmative action designed to effectuate the purposes of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended.⁴⁴

⁴⁴ If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections shall be waived for all purposes.

ORDER

Respondent Service Employees International Union, Local 715, its officers, agents, and representatives, shall

5

1. Cease and desist from:

(a) Refusing to bargain collectively with Stanford Hospital and Clinics/Lucile Packard Children's Hospital (Employer) by refusing to provide it with the information it requested regarding the reorganization/merger of Service Employees International Union, Local 715 (Union) and the identity of its legal representatives.

10

(b) In any like or related manner engage in conduct in derogation of our duty to bargain in good faith.

15

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Furnish the employer with the information requested in its letters dated March 29, May 15, June 22, August 1, October 8 and December 27, 2007, specifically the identity of officers, directors, executives and managerial employees of SEIU Local 715; the identity of officers, directors, executives and managerial employees of SEIU Local 521; the identity of SEIU Local 715's employees; the identity of all individuals authorized to act on behalf of SEIU Local 715; the identity of all individuals who receive paychecks reflecting the name and address of the legal entity of the employer as SEIU, Local 715, pursuant to California Labor Code 226(a)(8); the organization chart of SEIU, Local 521; SEIU Local 715's current bylaws; SEIU Local 521's current bylaws; a description of SEIU, Local 715's current assets and; a description of SEIU, Local 521's current assets. To the extent that the requested information regarding SEIU, Local 521 is not available to the Union, we will make a reasonable, good faith effort to secure that information or explain why that information is unavailable.

20

25

30

(b) Furnish the employer the information requested in its letters dated August 24, October 5, October 16, November 9 and December 27, 2007, specifically we will provide the Employer the identity of Respondent's legal representatives and whether the Alshuter Berzon and/ or the Weinberg, Roger and Rosenfeld law firms continue to represent Respondent.

35

40

(c) Within 14 days after service by the Region, post at its office and meeting halls copies of the attached notice, marked "Appendix."⁴⁵ Copies of the notice, on forms provided by the Regional Director for Region 32, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

45

⁴⁵ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

50

(d) Notify the Regional Director in writing within 21 days from the date of this Order what steps the Respondent has taken to comply.

5 Dated, Washington, D.C., August 4, 2008.

10

John J McCarrick
Administrative Law Judge

15

20

25

30

35

40

45

50

APPENDIX

NOTICE TO MEMBERS

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain on your behalf with your employer
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

WE WILL NOT refuse to bargain collectively with Stanford Hospital and Clinics/Lucile Packard Children's Hospital (Employer) by refusing to provide it with the information it requested regarding the reorganization/merger of Service Employees International Union, Local 715 (Union) and the identity of its legal representatives.

WE WILL furnish the Employer with the information requested in its letters dated March 29, May 15, June 22, August 1, October 8 and December 27, 2007, specifically the identity of officers, directors, executives and managerial employees of SEIU Local 715; the identity of officers, directors, executives and managerial employees of SEIU Local 521; the identity of SEIU Local 715's employees; the identity of all individuals authorized to act on behalf of SEIU Local 715; the identity of all individuals who receive paychecks reflecting the name and address of the legal entity of the employer as SEIU, Local 715, pursuant to California Labor Code 226(a)(8); the organization chart of SEIU, Local 521; SEIU Local 715's current bylaws; SEIU Local 521's current bylaws; a description of SEIU, Local 715's current assets and; a description of SEIU, Local 521's current assets. To the extent that the requested information regarding SEIU, Local 521 is not available to the Union, we will make a reasonable, good faith effort to secure that information or explain why that information is unavailable.

WE WILL furnish the employer the information requested in its letters dated August 24, October 5, October 16, November 9 and December 27, 2007, specifically we will provide the Employer the identity of Respondent's legal representatives and whether the Alshuter Berzon and/ or the Weinberg, Roger and Rosenfeld law firms continue to represent Respondent.

SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 715

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Phoenix, Arizona Regional office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

1301 Clay Street, Suite 300N,
Oakland, California 94612-5224
(510) 637-3300, Hours: 8:30 a.m. to 5:00 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (510) 637-3253.

THIS NOTICE AND THE DECISION IN THIS MATTER ARE PUBLIC RECORDS

Any interested individual who wishes to request a copy of this Notice or a complete copy of the Decision of which this Notice is a part may do so by contacting the Board's Offices at the address and telephone number appearing immediately above.