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Service Employees International Union, Local 715 and Stanford Hospital and Clinics/Lucile Packard Children's Hospital. Cases 32–CB–6237, 32–CB–6350, and 32–CB–6351

August 6, 2010

DECISION AND ORDER

BY CHAIRMAN LIEBMAN AND MEMBERS SCHAUMBER AND PEARCE

On August 4, 2008, Administrative Law Judge John J. McCarrick issued the attached decision. The Respondent and the Charging Party each filed exceptions and supporting briefs, the General Counsel filed a brief in answer to the Respondent's exceptions and in support of the judge's decision, and the Charging Party filed an answering brief to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings, and conclusions as modified and to adopt the recommended Order.

I. INTRODUCTION

This case concerns information requests that the Charging Party, Stanford Hospital and Clinics/Lucile Packard Children's Hospital (Stanford), made to the Respondent, Service Employees International Union, Local 715. Stanford made the requests due to its uncertainty whether Local 715 continued to be its employees' bargaining representative. A principal issue is whether Local 715 was obligated to provide information concerning its sister local, Service Employees International Union, Local 521.

II. FACTS

Since 1998, Local 715 has been the bargaining representative of Stanford's nonprofessional employees who perform service and patient care functions.¹ In January 2006, Stanford and Local 715 entered into a new collective-bargaining agreement for this bargaining unit effective from January 2006 to November 2008. In February 2006, about a month after the start of the new contract with Local 715, representatives of United Healthcare Workers West (UHW) informed Stanford that UHW was now representing the bargaining unit. In response to Stanford's inquiries, Local 715 stated that it continued to

represent unit employees but had entered into an agreement with UHW to help service the employees. UHW, however, continued to claim that it represented the unit and directed Stanford to remit dues directly to it.

In June 2006, Stanford raised concerns to Local 715 that it was abandoning representation of the unit and stated that it did not assent to Local 715's assignment of representation rights to UHW. Stanford further stated that it would not meet with UHW representatives until Local 715 provided documentation of its relationship with UHW. Stanford then dealt only with its shop stewards concerning collective-bargaining matters.

In June 2006, the Service Employees International Union (SEIU) announced a new jurisdictional plan for its California local unions under which several locals, including Local 715, would be merged into a new public sector local, subsequently named Local 521. However, representation of private sector hospital units previously represented by these locals (such as the Stanford unit) would be transferred to UHW.

Stanford repeatedly expressed concern to Local 715 that it was abandoning the bargaining unit. In response, Local 715 in August 2006 provided Stanford with its service agreement with UHW.² Stanford advised Local 715 that it did not believe that the actual arrangements between Local 715 and UHW comported with those set forth in the service agreement and that, therefore, it would not recognize the service agreement. Stanford further stated: "[T]he Hospitals are obligated to recognize SEIU Local 715, and only SEIU Local 715, as the exclusive representative of unit employees unless and until proper steps have been taken to change the representative, and doing so *de facto* through a purported service agreement is not the appropriate method."

In January 2007,³ Robert Rutledge, the bargaining unit's chief steward, informed Stanford by email that Local 715 no longer existed and that UHW represented the unit. At a subsequent meeting with Stanford, Rutledge stated that Local 715 had ceased to exist and that UHW, not Local 715, represented the unit employees. On March 1, Local 715's website was updated so that, when one attempted to view it, the website for Local 521 appeared. Local 521's website indicated that Local 715 had merged into Local 521. Stanford, however, was not included on the Local 521 website's list of employers

² The service agreement specified that UHW staff would provide unit employees with representation in grievance procedures, arbitrations, and labor-management meetings, and would assist members appearing before the NLRB. It further provided that Local 715 would continue to administer dues collection and would have access to all membership meetings and records associated with the unit.

³ All dates are in 2007, unless otherwise indicated.

¹ The unit description is set forth in the judge's decision.

whose employees were represented by Local 521. Rather, UHW's website listed Stanford as one of the employers whose employees UHW represented. Nevertheless, in response to an inquiry from Stanford, Local 715's attorney from the law firm of Weinberg, Roger & Rosenfeld (Weinberg firm) stated that Local 715 continued to exist and would represent the Stanford unit.

Given its uncertainty about the status of Local 715 as the bargaining agent for its employees, Stanford sent an information request to Local 715 on March 29.⁴ The request sought, for the most part, facts about Local 715—including Local 715's officers, agents, employees, and assets—but also sought a description of Local 521's current assets and the identity of Local 521's officers, directors, executives, and managerial employees.⁵ On April 9, Local 715, through its Weinberg firm attorney, refused to provide the requested information, stating that it was irrelevant, was available to Stanford, or was in the possession of another local that had no bargaining relationship with Stanford.⁶

On June 14, an individual named Bruce Smith notified Stanford that the SEIU had placed Local 715 in trusteeship and appointed Smith as trustee. On June 18, attorney Barbara Chisholm, from the law firm of Altshuler Berzon (Altshuler firm), responded to the information request on behalf of Smith. She stated that Local 715's officers and directors had been removed, Local 715 had no employees, Smith had sole authority to manage Local 715's affairs and would direct all representational matters concerning Stanford's employees, UHW would continue to service Stanford's employees under the service agreement between Local 715 and UHW, and no information regarding Local 521 would be provided.

⁴ Stanford repeated this request on May 15 and June 22.

⁵ The complete information request, excluding items no longer in issue, asked for 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.
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).
10. A description of SEIU, Local 715's current assets.
11. A description of SEIU, Local 521's current assets.

⁶ Local 715 now concedes in its brief, however, that the information requested with respect to Local 715 "may have been necessary."

On August 1,⁷ Stanford made a second information request to Local 715, seeking:

1. The name and position held of each employee on the active payroll and who received pay in 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.
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.
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.

Stanford received no response to this request.

On August 22, an attorney from the Weinberg law firm, on behalf of Local 715, demanded that Stanford cease implementing any new work rules policy. On August 24, and again on October 5, October 16, and December 27, Stanford asked Chisholm (from the Altshuler law firm) if her firm represented Local 715 and if the Weinberg law firm represented UHW under the Local 715-UHW service agreement. Chisholm did not reply. On November 1, a Weinberg firm attorney wrote to Stanford on behalf of Local 715 concerning dues payments. On November 9, Stanford asked trustee Smith if he had retained the Weinberg firm to represent Local 715 or whether the Weinberg firm was providing services for UHW under the Local 715-UHW service agreement.

On December 14, Smith advised Stanford that he authorized only the Weinberg law firm to represent Local 715 in all aspects of the arbitration process. He made no representation as to the Altshuler law firm's status as Local 715's counsel. Other than Smith's December 14 response, Local 715 did not provide the information that Stanford requested concerning Local 715's status or the status of its legal representatives.

III. JUDGE'S DECISION

The judge found that Local 715 violated Section 8(b)(3) of the Act. He found that a union has a duty to furnish relevant information that is necessary for an employer to fulfill its contractual obligations and that the standard of relevance for such information is a broad one

⁷ Stanford reiterated this request on October 8 and December 27.

akin to a discovery standard. He further found that information to assist an employer to ascertain with which entity it has a bargaining obligation is necessary and relevant to the employer's duties and responsibilities in the collective-bargaining process. Given the conflicting information that Stanford had received concerning the status of Local 715, the judge found that Stanford was entitled to the information it requested to establish whether it had an ongoing obligation to bargain and to honor its collective-bargaining agreement with Local 715.⁸

The judge also found that Local 715 had an obligation to attempt to provide the requested information that was in the possession of Local 521. The judge analogized to an employer's duty to furnish information possessed by a third party with which the employer has a business relationship. He found that Local 715 had a close relationship with Local 521, as the two locals operated from the same office and had similar officers and executive board members.

The judge further found that, in view of the conflicting and incomplete information that Stanford received regarding which law firm represented Local 715, the information that Stanford requested concerning Local 715's legal representatives was relevant and necessary for it to determine with which of Local 715's agents it was obligated to bargain. Therefore, Local 715 had an obligation to furnish Stanford with information as to which law firm or firms represented Local 715.

The judge dismissed one aspect of the complaint. He found that Local 715 had no obligation to provide Stanford with information concerning whether the Weinberg firm's representation of Local 715 was based on the UHW service agreement. The judge reasoned that Local 715 was free, if it so chose, to have the Weinberg firm represent it under the UHW service agreement, and information concerning such an arrangement was not necessary or relevant to the collective-bargaining relationship between Local 715 and Stanford.

IV. DISCUSSION

We adopt the judge's finding that Local 715 violated Section 8(b)(3) by failing to provide the requested information other than information concerning whether the

Weinberg firm represented Local 715 based on the UHW service agreement.

A union's duty to furnish information is well established. In *Iron Workers Local 207 (Steel Erecting Contractors)*, 319 NLRB 87 (1995), the Board stated:

An employer has a duty to provide to a union, on request, information that is relevant to the collective-bargaining relationship between the employer and the union and which is reasonably necessary for the union's performance of its function as bargaining representative. Conversely, a union's duty to furnish such relevant and necessary information to an employer is commensurate with and parallel to an employer's duty to furnish it to a union.⁹

The standard for relevance of the requested information does not vary, regardless of whether it is a union or an employer to which the request is made. "In analyzing whether requested information is relevant, a 'liberal, discovery-type standard' is utilized by the Board, one which requires only the 'probability that the desired information [is] relevant, and that it would be of use to the [requesting party] in carrying out its statutory duties and responsibilities.'"¹⁰

The present case, in which the Employer received conflicting information regarding the union to which it had a bargaining obligation, is in some respects parallel to cases where a union believes that a third party is an alter ego of the employer with which the union has a bargaining relationship. In alter-ego situations, a union may desire to obtain information concerning the third party with which it has had no relationship. Similarly, in the situation raised by this case, the employer may desire to obtain information concerning a union with which it has had no relationship.

When a union requests information pertaining to a suspected alter-ego relationship, the union must establish the relevance of the requested information.¹¹ A union cannot meet that burden based on a mere suspicion that an alter-ego relationship exists; it must have an objective, factual basis for believing that the relationship exists.¹² By analogy, we find that when an employer requests information pertaining to an outside union, it must have an objective, factual basis for believing that such information would be relevant in determining the union to which

⁸ The judge further found that the conflicting information that Stanford received concerning the status of Local 715 gave rise to a "question concerning representation." We decline to adopt this finding. Under the Act, the phrase "question concerning representation" is a term of art indicating circumstances under which a representation election would be warranted. See, e.g., *Raymond F. Kravis Center for the Performing Arts*, 351 NLRB 143, 145-146 (2007), *enfd.* 550 F.3d 1183 (D.C. Cir. 2008). As this case does not present that issue, we have no need to address it.

⁹ *Id.* at 90 (citations omitted).

¹⁰ *Hotel & Restaurant Employees Local 226 (Caesars Palace)*, 281 NLRB 284, 288 (1986), citing *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967); *Bohemia, Inc.*, 272 NLRB 1128 (1984). In addition, requested information must be provided if it is "reasonably calculated to lead to the discovery of admissible evidence." *Westinghouse Electric Corp.*, 304 NLRB 703, 708 (1991) (citations and internal quotation marks omitted).

¹¹ *Contract Flooring Systems, Inc.*, 344 NLRB 925 (2005).

¹² *M. Scher & Son, Inc.*, 286 NLRB 688, 691 (1987).

it has a collective-bargaining obligation. Of course, as noted above, the standard for establishing such relevance is a liberal, discovery-type standard that requires only the probability that the desired information would be of use to the employer in carrying out its duties and responsibilities under the Act.

While the judge did not expressly apply the “objective, factual basis” standard, we agree with his finding that Stanford made a sufficient showing that the information that it sought, except for information concerning whether the Weinberg firm’s representation of Local 715 was based on the UHW service agreement, was relevant in determining the union to which it had a collective-bargaining obligation. Applying the “objective, factual basis” standard, we find that the requested information was relevant to Stanford’s legitimate interest in determining whether Local 715 continued to exist. As described above, soon after Stanford signed a new collective-bargaining agreement with Local 715, UHW representatives claimed that UHW represented the Stanford bargaining unit, and the SEIU announced that Local 715 was being merged into Local 521. Subsequently, Stanford’s chief steward told Stanford that Local 715 no longer existed. Nevertheless, Local 715’s representatives insisted all along that Local 715 continued to represent the Stanford unit.

Under these circumstances, we find that the information requested concerning Local 521, as well as Local 715, was relevant to the Stanford’s legitimate interest in determining whether Local 715 continued to exist.¹³

¹³ We do not rely on the judge’s rationale to the extent that he found the requested information relevant to ascertaining whether there was substantial continuity between Local 715 and the local union into which it purportedly merged, Local 521. Local 521 made no demand for recognition as the bargaining representative of Stanford’s employees, nor did it otherwise claim to represent them. Consequently, it was unnecessary for Stanford to ascertain whether there was substantial continuity between Local 715 and Local 521.

Contrary to his colleagues, Member Schaumber would adopt in full the judge’s rationale concerning the relevancy of the requested information. In his view, Stanford’s request for information regarding Local 521’s assets was relevant with respect to continuity of representative between Local 715 and UHW, which did assert a claim to represent Stanford’s employees. To the extent that such information revealed that Local 715’s former assets were absorbed by Local 521, it would be relevant to showing whether the resources that could be committed to the representational needs of the Stanford’s employees had been diminished, which is a factor in determining continuity of representation. See *CPS Chemical Co.*, 324 NLRB 1018, 1024 (1997), *enfd.* 160 F.3d 150 (3d Cir. 1998); *Toyota of Berkeley*, 306 NLRB 893, 900 (1992), vacated in part on other grounds by *Matter of Watson-Tansey*, 313 NLRB 628 (1994).

In discussing whether an employer’s duty to bargain continues after a union merger, the judge stated that, in addition to continuity of representative, the Board also examines whether there was an adequate opportunity for the affected employees to participate in the merger

Thus, even if the information that Stanford requested about Local 521 would not, in itself, be dispositive of whether Local 715 continued to exist, it would at least be of use in resolving this question. For example, the information might show that substantial assets formerly possessed by Local 715 were now owned by Local 521. We, thus, find the information relevant.¹⁴ See, e.g., *Public Service Electric & Gas Co.*, 323 NLRB 1182, 1186 (1997), *enfd.* 157 F.3d 222 (3d Cir. 1998). (“burden of [establishing relevancy] is not an exceptionally heavy one, requiring only that a showing be made of a ‘probability that the desired information is relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities,’” quoting *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 437 (1967)); *Postal Service*, 332 NLRB 635, 636 (2000) (“Under that [discovery-type] standard, even potential or probable relevance is sufficient to give rise to an employer’s obligation to provide information.”). Moreover, the Board has found that a union may be required to furnish, or at least attempt to obtain, relevant, requested information that is not in its possession or control but to which it has access. See *Hospital Employees District 1199E (Johns Hopkins)*, 273 NLRB 319, 320, 326 (1984). Local 715 made no such effort here.

However, we agree with the judge that Local 715 had the right to freely select its representative, and if it chose to do so by an arrangement under the UHW service agreement, such a decision is not relevant to the collective-bargaining relationship between Local 715 and Stanford or to the issue of whether Local 715 remained in existence. Thus, we adopt the judge’s dismissal of the allegation respecting this information.¹⁵

process. However, the Board eliminated this requirement in *Raymond F. Kravis Center for the Performing Arts*, above, as inconsistent with the Supreme Court’s decision in *NLRB v. Financial Institution Employees of America Local 1182 (Seattle-First)*, 475 U.S. 192 (1986). The judge’s misstatement, however, did not materially affect his analysis.

¹⁴ Beyond contesting the relevance of the information that Stanford requested, Local 715 did not assert any other ground for concluding that the information sought should not be provided. Thus, Local 715 did not contend that the information sought was confidential, nor did it assert that production of the information would be excessively burdensome.

¹⁵ Contrary to his colleagues, Member Schaumber would find that Local 715’s failure to provide Stanford with information concerning whether the Weinberg firm’s representation of Local 715 was based on the UHW service agreement also violated Sec. 8(b)(3). Stanford had a reasonably based view that the UHW service agreement was invalid. Assuming that view was correct, Stanford would have no obligation to deal with the Weinberg firm as Local 715’s representative if that firm’s representation of Local 715 were based on the UHW service agreement.

Accordingly, we affirm the judge's finding that, except for information concerning whether the Weinberg firm's representation of Local 715 was based on the UHW service agreement, Local 715 violated Section 8(b)(3) of the Act by failing to provide the information that Stanford requested.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, Service Employees International Union, Local 715, San Jose, California, its officers, agents, and representatives, shall take the action set forth in the Order.

Dated, Washington, D.C. August 6, 2010

Wilma B. Liebman,	Chairman
Peter C. Schaumber,	Member
Mark Gaston Pearce,	Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Amy Berbower, Esq., for the General Counsel.
Bruce A. Harland, Esq. (Weinberg, Roger and Rosenfeld), of Alameda, California, for the Respondent.
Laurence R. Arnold, Esq. and Nina Kani, Esq. (Foley and Lardner LLP), of San Francisco, California, for the Charging Party.

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

¹ At the hearing counsel for the General Counsel (CGC) moved to amend the complaint at subpar. 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 subpar.8(a), "and December 27, 2007" after October 8, 2007, in the first line of subpar. 8(b) and "and December 27, 2007" after November 9, 2007, in the second line of subpar. 9(a). There being no objections to the amendments, the motion was granted.

administration and enforcement of its collective-bargaining agreement with Respondent. Respondent filed a timely answer to the complaint denying any wrongdoing.

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.

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 \$5000 that originated outside the State of California.

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.

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.

III. THE ALLEGED UNFAIR LABOR PRACTICES

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:

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.

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

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.

Following the meeting with Deutsch, on March 1, 2006, Quintel sent an email to Greg Pullman (Pullman), Respondent's organizing director² 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 email³ 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.

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

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.

On April 25, 2006,⁶ 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.

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

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.

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.

In a series of emails¹⁰ 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 email 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.

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 print-

² GC Exh. 2.

³ GC Exh. 3.

⁴ GC Exh. 4.

⁵ GC Exh. 5.

⁶ GC Exh. 6.

⁷ GC Exh. 7.

⁸ GC Exh. 8.

⁹ GC Exh. 9.

¹⁰ GC Exh. 10.

¹¹ GC Exh. 11.

¹² GC Exh. 12.

¹³ GC Exh. 14.

¹⁴ GC Exh. 15(b).

¹⁵ GC Exh. 15(a).

¹⁶ Id. at p. 4.

¹⁷ GC Exh. 15(b) at pp. 65, 68.

¹⁸ GC Exh. 16.

¹⁹ GC Exh. 17.

²⁰ GC Exh. 18.

out 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 email²² to the Employer from Robert Rutledge, Respondent's chief steward, stated in pertinent part that "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 website 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.

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).

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. 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

On April 9, 2007,³² 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.

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.

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

²¹ GC Exh. 19.

²² GC Exh. 20.

²³ GC Exh. 23.

²⁴ GC Exh. 25.

²⁵ Id. at p. 10.

²⁶ Id. at p. 11.

²⁷ GC Exh. 26.

²⁸ GC Exh. 28.

²⁹ GC Exh. 29.

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

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 fn. 1.

³² GC Exh. 31.

³³ GC Exh. 35(a).

³⁴ GC 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:

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.
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.
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.

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.

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 UHW under the Local 715-UHW service agreement.³⁸

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

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.

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.

2. The analysis

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. *Graphic Communications Local 13 (Oakland Press Co.)*, 233 NLRB 994 (1977); *Teamsters Local 500 (Acme Mkts.)*, 340 NLRB 251 (2003).

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 1364 (2006).

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.

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 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 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.

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 process. *Graphic Communications Local 13 (Oakland Press Co.)*, supra.

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.

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*

³⁵ GC Exhs. 41, 45, and 52.

³⁶ GC Exh. 42.

³⁷ GC Exhs. 43, 44, 47, and 52.

³⁸ GC Exh. 50.

³⁹ GC Exh. 51.

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 officers, 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.

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.

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 any change in the status of Local SEIU, 715.

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 board members, and they share the same resources and assets.

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 521's current assets.

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 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.

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.

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.

⁴⁰ GC Exh. 42.

⁴¹ GC Exhs. 43, 44, 47, and 52.

⁴² GC Exh. 50.

⁴³ GC Exh. 51.

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

ORDER

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

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.

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

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.

(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.

(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.

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

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

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 (the Employer) by refusing to provide it with the information it requested regarding the reorganization/merger of Service Employees International Union, Local 715 (the 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

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.

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."

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