JD(SF)–15–13
Petaluma, California

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

SRM ALLIANCE HOSPITAL SERVICES
d/b/a PETALUMA VALLEY HOSPITAL **Case 20–CA–88742**
Respondent,

and

CALIFORNIA NURSES ASSOCIATION/
NATIONAL NURSES UNITED
Charging Party.

***Joseph D. Richardson,* for the Acting General Counsel.**
***F. Curt Kirschner Jr.,* for the Respondent.**
***Brendan White,* for the Charging Party.**

DECISION

STATEMENT OF THE CASE

GERALD M. ETCHINGHAM, Administrative Law Judge. This case was tried based on a joint motion and stipulation of facts approved by me. California Nurses Association/National Nurses United (the Charging Party or Union) filed the respective charge on September 5, 2012[1] and the General Counsel issued the complaint on November 7. The Respondent, SRM Alliance Hospital Services d/b/a Petaluma Valley Hospital (Respondent or Petaluma), filed a timely answer on November 20, denying all material allegations and setting forth affirmative defenses.

The Complaint alleges that Respondent violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act) by failing to furnish information requested by the Union.

On the entire record and after considering the briefs filed by Acting General Counsel, the Union, and the Respondent, I make the following:

FINDINGS OF FACT

A. Jurisdiction

At all times material, Respondent, a nonprofit corporation, has been engaged in the operation of hospitals providing acute medial care, including a facility located in Petaluma, California, known as Petaluma Valley Hospital. Respondent admits, and I find, that it is a

[1] All dates are in 2012 unless otherwise indicated.

healthcare institution within the meaning of Section 2(14) of the Act. Respondent derives gross revenues in excess of $250,000 and purchased and received goods or services valued at $5,000 from points outside of California. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act. The parties admit, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

B. Background Facts

At all material times since about 1989, Petaluma has recognized the Union as the exclusive bargaining representative for the following unit:

> All full-time and part-time Staff Nurses, Per Diem, Supplemental, and Charge Nurses, excluding the classification of Home Health Nurse, Hospice Nurse, Home Health Case Manager, Infection Control Nurse, Health Resource Specialist, Employee Health Nurse, Nurse Educator, Staff Development Instructor, Patient Educator, Administrative Coordinator, Department Manager, Relief Administrator Coordinator, and the Vice President of Operations (the Unit).

The Union and Petaluma have entered into successive collective-bargaining agreements, the most recent of which was effective from November 1, 2009, to December 1. (Stip. 1–2).[2] Pursuant to a side–letter reopener agreement, the parties began renegotiating terms of their agreement on September 6, 2011. (Stip. 9–10).

C. The Strike and the Replacement Period

The parties had not reached a new agreement by June 1, when the Union notified Respondent that it would be engaging in a 1-day strike on June 13. At the same time, the Union made an unconditional offer to return to work on behalf of all striking nurses on June 14 at 7 a.m. (Stip. 10; Exh. K[3]).

In response to the notice, on June 5th, via letter, Respondent informed the Union that it had "contracted with a staffing agency to provide replacement nurses during the strike…" and the "contract with the agency requires us to guarantee the temporary replacement nurses with a minimum of five-days work…from 7:00 a.m. on Wednesday, June 13th through 7:00 a.m. on Monday, June 18th." (Exh. L). In the same letter, Respondent notified the Union that all nurses were being asked to report to work on June 13th at their normal start time, regardless of whether or not they had been scheduled to work that day before the strike was called, and any nurse not reporting on the 13th would be considered on strike and replaced for the 5-day period. (Exh. L).

Respondent, also through its June 5 letter, announced the implementation of the new temporary staffing guidelines and a copy of the newly proposed temporary staffing guidelines were attached to this letter. (Exh. L, p. 1) These new guidelines purportedly would supersede

[2] All references to factual stipulations contained within the Joint Motion are noted as "Stip." and the number. All references to exhibits submitted with the Joint Motion are noted as "Exh."

[3] Please note that while I occasionally highlight the record with specific reference to testimony or exhibits, there may be additional evidence in the record that supports a finding of fact or conclusion of law.

contractual policies and procedures, and included suspending contractual call-off procedures through the 5-day replacement period. (Exh. M).

The unit employees engaged in a strike on June 13. (Stip. 15). Respondent did not allow striking unit employees to return to work until June 18. (Stip. 16).

D. Union's Requests for Information and Employer's Responses

On June 5, the Union's Labor Representative, Ian Selden, sent Respondent a letter containing written information requests, including the following, designated in that request as items 1, 2, 5, and 8(g) respectively:

1. "A true, correct and complete copy of the contract with the staffing agency referred to in paragraph 1 of your June 5, 2012 letter … [Respondent contracted with to provide temporary replacement nurses during the June 13th strike]";

2. "Any and all documents relating in any way to the negotiation of the agreement described in Item 1, above, including but not limited to correspondence, notes, emails, drafts, proposals, counterproposals, memoranda and any other writing between employees, agents and/or representatives of Petaluma Valley Hospital, St. Joseph Health System, and the temporary staffing agency with whom the agreement was made"; …

5. "Copies of any and all contracts Petaluma Valley Hospital or St. Joseph Health System has entered into at any time within the past three years with any temporary employment agency or nurse registry for the provision of Registered Nursing services at its hospital in Petaluma"; …

8(g). "With respect to the unilaterally implemented "Temporary Staffing Guidelines" policy please provide the following: …

The number of RN's who were previously scheduled to work the 13th [of June, before the Union notified Respondent of its intent to strike on that date].

In this letter, the Union explained that the information was needed "in order to evaluate [Respondent's] claim that 'the contract with the agency requires us to guarantee replacement nurses a minimum of five-days,' and alleged that Respondent must therefore lock out nurses and unilaterally suspend important contractual guarantees during that time." (Exh. N, p. 1). Subsequently, in an email dated June 8, Mr. Selden repeated the request and indicated that the temporary staffing agency agreements needed to be reviewed to determine the validity of the Hospital's claim, referring to the 5-day work guarantee for temporary replacement nurses. (Exh. R).

On June 12, Respondent's counsel replied via letter to the Union's information requests by indicating it would respond to the Union's information request only "if provided with a statement establishing the relevance of the request and/or the reason for the overbroad, unduly burdensome, or oppressive scope." (Exh. U, p. 1). Respondent referred to the Union's explanation for the information as "generalized and insufficient," and demanded "a legitimate

explanation for [the Union's] need for such information" before considering the Union's request. (Exh. U, p. 1–2).

In addition, the Respondent raised objections to each of the Union's requests for information. Respondent asserted a relevance objection to the first request by the Union because it did not relate to the terms and conditions of employment of unit employees, and it sought confidential and proprietary business and/or financial information. (Exh. U, p. 2). The same objection was raised regarding the Union's request number 2, in addition to overbroad or unduly burdensome concerns, and because it "seeks information protected by the attorney-client privilege and/or the work product and seeks legal conclusions and contentions." (Exh. U, p. 2). Respondent objected to the Union's request number 5 due to relevance, over breadth and undue burden, and confidentiality based on business or financial information. (Exh. U, p. 3). Lastly, Respondent objected to the Union's request 8(g) because the Temporary Staffing Guidelines had not been implemented, and on the grounds that it was not relevant because it did not relate to the terms and conditions of employment for unit employees. (Exh. U, p. 8). In addition to raising objections for the Union's request number 8(g), Respondent indicated it would "produce responsive information within a reasonable time." (Exh. U, p. 8). Despite these representations the Respondent did not provide the information. (Stip. 24).[4]

On June 27, the Union responds to the Respondent's objections by highlighting particular provisions of the collective-bargaining agreement such as Article II, which states that "It is understood that [unit] Nurses will not suffer any adverse impact when non-[unit] Nurses are performing clinical nursing services." Additionally, travelers and registry are placed at the lowest level of priority in terms of scheduling preferences (Article VII, Section C), shift cancellations (Article XXIII, Section C), and awarding extra work (Article XXV, Section B). (Exh. V, p. 1).

In addition, the Union reminded Respondent that it had to offer an accommodation and could not simply assert confidentiality concerns. Instead, the Union offered an accommodation to enter into a nondisclosure agreement. The Union responded to the over breadth objections by describing the requests as "specific and easy to understand, and for a limited period of time." The Union also offered to address any attorney-client privilege issues by redacting privileged material. (Exh. V, p. 2).

On July 11, Respondent asked again for "individualized explanations as to the relevance" of the Union's requests and refused to respond unless the Union complied. (Exh. W, p. 1). The Respondent rejected the Unions offers to enter into a confidentiality agreement and redact privileged material. (Exh. W, p. 2–3).

On August 2, the Union requested the information again and explained that it was trying to represent unit employees, who have a "contractual right to work their scheduled shifts, be compensated for those shifts and not be displaced by replacement workers or management personnel." (Exh. X).

[4] In the stipulated record, dated January 14, 2013, the Respondent asserted that "no documents exist that are responsive to the Union's request for contracts Respondent has entered into within the past three years for the provision of temporary registered nursing services at Petaluma Valley." (Stip. 25). However, this assertion was not communicated to the Union in any previous correspondence.

On August 10, in its final letter regarding the Union's information requests, Respondent again stated it needed "individualized explanations" of the relevance of each request. It asserted that, because its replacement of striking nurses was not unlawful, the balance of the Union's requests, including requests numbers 1, 2, and 5 were "irrelevant to [the Union's] role as the representative of the bargaining unit employees." (Ex. Y, p. 1–2). Respondent raised its objections again to the information in Request No. 8(g), without providing information responsive to the request as it had indicated it would do.

From June 5 until the present, Respondent believed that the Union intended to file an unfair labor practice charge over the use of replacement nurses during the 5-day period. (Stip. 21). To date, the Union has not filed such a charge. (Stip. 22).

Respondent's August 10th letter was the last communication between the parties regarding the Union's information request. (Stip. 19). To date, the Respondent has not provided any of the requested information. (Stip. 24).

Analysis

A. *The Relevance of the Requested Information is in Dispute*

Section 8(a)(5) of the Act requires an employer to provide a union with relevant information that is necessary to properly perform its duties as the exclusive bargaining representative. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152 (1956); *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967). Information regarding bargaining unit employee's terms and conditions of employment is "presumptively relevant" to the union's collective-bargaining duties and must be provided. *Southern California Gas Co.*, 344 NLRB 231, 235 (2005).

1. The Information Sought in Request No. 1 Is Relevant and Must Be Produced

A request for information relating to employees outside the bargaining unit is not considered presumptively relevant and places a burden on the union, "to demonstrate the relevance of [the requested] information." *U.S. Testing Co.,* 160 F.3d 14, 19 (D.C. Cir. 1998), enfd. 324 NLRB 854 (1997). The relevance standard for nonunit employees is described as follows:

> When [a] union asks for information which is not presumptively relevant, the showing by the union must be more than a mere concoction of some general theory which explains how the information would be useful to the union in determining if the employer has committed some unknown contract violation…. Conversely, however, to require an initial, burdensome showing by the union before it can gain access to information which is necessary for it to determine if a violation has occurred defeats the very purpose of the "liberal discovery standard" of relevance which is to be used. Balancing these two conflicting propositions, the solution is to require some initial, but not overwhelming, demonstration by the union that some violation is or has been taking place.

Newspaper Guild, Local 95 v. NLRB, 548 F.2d 863, 868 (9th Cir. 1977). Thus, the Board requires the Union to show that the information requested has "probable" or "potential"

relevance to its statutory duties as the bargaining representative. *NLRB v. Acme Industrial Co*., at 438.

The Union requested the contract between the temporary staffing agency and the Hospital to verify whether the Respondent was obligated to employ the replacement nurses for a minimum of 5 days. In *Encino-Tarzana*, 332 NLRB at 914 (2000), the Board adopted the judge's findings that the Respondent was entitled to suspend its "call off" procedure for 3 days following a strike, in order to comply with its 4-day work guarantee to the replacement workers. Petaluma cites *Encino* to assert that it was not obligated to furnish the information requested, but wholly misses the importance of this case in understanding why the temporary staffing contract is relevant to the Union's bargaining duties. (R. Br. p. 20). Because a hospital has a right to delay reinstatement of striking workers when it has guaranteed temporary replacement workers minimum work days, the Union's request for the temporary staffing contract is especially relevant in determining whether the Respondent was contractually obligated to employ the replacement workers for 5 days and delay the reinstatement of the strikers.

It is well established that a union is not required to accept at face value an employer's representations and is entitled to verify an employer's assertions. *Wallace Metal Products, Inc.*, 244 NLRB 41 fn. 2 (1979). In *Wallace*, the Union requested to "see" the subcontracts of unit work that the Respondent had subcontracted as a result of a strike and the Board held that the Union was "entitled to see the actual contracts, to facilitate verification." Id. Similarly, copies of contracts for pulp bought on the market, a good that was previously made by unit employees, were relevant and necessary to the Union's "ability to assess and enforce the unit employee's recall rights." *Finch, Pruyn, & Co. Inc.*, 349 NLRB 270 (2007). The Board's holding emphasized that "the contracts would have shown the duration of the respondent's commitment to buy pulp." Id. Thus, the Board found respondent to be on notice of the relevant purpose of the union's information request; "determining when the pulp mill workers could return to their jobs." Id. at 275–276.

Similar to *Wallace* and *Finch, Pruyn, & Co. Inc.*, the information request at issue here concerns a temporary staffing contract of unit work. Moreover, in line with the reasoning in *Wallace* and *Finch, Pruyn, & Co. Inc.*, the Union's ability to see the contracts at issue would demonstrate the duration of Respondent's commitment to employ the temporary replacement nurses. Furthermore, the Union put Respondent sufficiently on notice of the relevant purpose of the information request; "the information was needed to evaluate the Respondent's claim that the contract with the agency guarantees a five-day minimum employment period." (Exh. N, p.1)

Given the precedent, the Union's explanations and facts, I find that the request for the Temporary Nurse Staffing Contract is relevant and necessary to determine the validity of a 5-day minimum employment period for replacement nurses. Therefore, I find that Respondent violated Section 8(a)(1) and (5) of the Act.

2. The Information Sought in Request Nos. 2 and 5 Is Relevant and Must Be Produced

Wallace and *Finch* similarly apply to the request for documents relating to the negotiation of the temporary staffing agreement because obtaining this information would allow the Union to verify whether the 5-day replacement period was required in order to engage the services of the temporary staffing agency. In addition, the information is relevant because it

would reveal whether the 5-day replacement period was a condition for the Respondent to enter into the temporary staffing contract. Correspondence, notes, emails, proposals, counterproposals, memoranda and any other writing between the Respondent and the staffing agency would show the circumstances under which the parties negotiated the contract and indicate which party proposed the replacement period and if shorter replacement periods were available. Supplying this information would allow the Union to evaluate the Respondent's claim that it was obligated to guarantee the replacement workers a minimum of 5 days work.

The same reasoning would equally apply to the request for replacement employee contracts between the Respondent and the Temporary Staffing Agency for the past 3 years. These contracts would allow the Union to determine if the Respondent previously entered into similar contracts and always agreed to a 5-day replacement period.

Furthermore, I find it disingenuous for the Respondent to mislead the Union into thinking that the information in request no. 5 did exist by initially objecting to the information request on various grounds (Ex. U, p. 3) and then waiting until the stipulated record was prepared on January 14 to first assert that the information did not exist. (Stip. 25). An employer violates section 8(a)(5) when it unreasonably delays notifying the union that the information sought does not exist until the hearing. *Mary Thompson Hosp. v. NLRB*, 943 F.2d 741, 746 (7th Cir. 1991). In *Mary Thompson Hosp.*, the information requested concerned the employer's affiliation agreement with another hospital where the employer misled the union into believing that the information existed and waited until trial to disclose that no such affiliation agreement existed because the respondent was planning to close its hospital. Id. at 745–746. The union repeatedly requested the affiliation agreement over a period of 3 months and respondent's counsel made it appear as though the information existed by indicating that he would review the agreement. Id. at 744.

The situation here is analogous to the scenario in *Mary Thompson Hosp.* Id. at 745–746. Here, the Union Representative, Ian Seldan made the first request for information in its June 5 letter sent to Debra Miller,vice president of human resources at Petaluma. (Exh. N, p. 1). Subsequently, Mr. Seldan and Ms. Miller engaged in correspondence regarding all the requests until June 11. (Exh. O–T). On June 12 Respondent's counsel responded to the requests by raising the objections described above (Exh. U, p. 3) and on July 11 repeated these objections, although it did not reference specific requests when raising these. (Exh. W, p. 2). In its final letter to the Union on August 10, Respondent's counsel asserted that the information was irrelevant. (Exh. Y, p. 1–2). Finally, on January 14, 2013 the Respondent changed its position it had held in the previous 6 months to assert in an untimely manner that the information suddenly did

not exist.[5] (Stip. 25). I find that it is too late now for the Respondent to contend that the requested contracts do not exist. As a result, I find that the Respondent misled the Union into believing that the information did in fact exist and violated the Act.

Finally, the temporary staffing agency information requests relate to the collective-bargaining agreement so the employer must provide the information. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149, 152–153 (1956); *Southern California Gas Co.*, 344 NLRB 231, 235 (2005). In relation to the Union's concerns about bargaining unit employees being displaced by temporary replacements, the Union pointed to Article II of the collective-bargaining agreement, to highlight that unit nurses shall not suffer any adverse impact when nonunit nurses are performing clinical nursing services and warned that the replacement period might violate the scheduling preferences, shift cancellations, and awards of extra work. (Exh. V). Thus, the Union emphasized that the information requests were part of its enforcement of the collective-bargaining agreement. In subsequent correspondence with the Respondent, the Union continued to emphasize that the information requested was "directly related to our right and obligation to represent these bargaining unit employees" and pointed to the terms and conditions of the unit employees as including a "contractual right to work their scheduled shifts, be compensated for those shifts and not be displaced by replacement workers or management personnel." (Ex. X). Therefore, throughout its communications with the Respondent, the Union made it clear that the information requested regarding the 5-day replacement period was relevant to its collective-bargaining duties.

Based on the facts and the law, I find that both the documents relating to the negotiation of the temporary staffing contract and the contracts with temporary employment agencies for the past 3 years are relevant. Therefore, the information regarding the negotiation of the Temporary Staffing Agreement should be provided by the Respondent and to the extent the contracts between Respondent and Temporary Employment Agencies for the past 3 years is available, it should also be provided. Moreover, I further find that Respondent violated Section 8(a)(1) and (5) of the Act by failing to produce information responsive to Request Nos. 2 and 5 referenced here.

3. The Information Sought in Request No. 8(g) Is Relevant and Must Be Produced

As a general rule, information regarding a bargaining unit employee's wages, hours, and other terms and conditions of employment is presumptively relevant. *Whitin Mach. Works*, 108 NLRB 1537, 1541 (1954). More specifically, the information requested here, a unit employee's work schedule, is also presumptively relevant. *Castle Hill Healthcare*, 355 NLRB 1156, 1179 (2012). Furthermore, even if the work schedule is not presumptively relevant it is relevant for

[5] The facts here are distinguishable from those in *Raley's Supermarkets*, 349 NLRB 26, 28 (2007), where the Board found that the General Counsel and the union had been timely notified well before hearing that no responsive documents existed so that complaint allegations could easily be amended to assert a new cause of action. Here, as stated above, it is questionable whether the requested information exists, given that the Respondent made it appear as though the information did exist when it objected to providing the information. As stated above, waiting until jointly stipulated facts are submitted in lieu of hearing to change its position is playing fast and loose with the NLRB's Rules and Regulations and is too late for the Respondent to contend that the requested documents somehow do not exist.

the purposes of determining the impact of Respondent's mandatory call-in guidelines on unit employees. Despite the Respondent's objections, I find that the RN schedules are relevant.

I also reject Respondent's argument that it was not obligated to provide the information because the request was allegedly "intertwined with irrelevant requests." The Respondent attempts to assert the Union's request for a list of RN's scheduled to work before the strike is the same as the Union's request in *Finch*; a request for relevant and irrelevant information; the names and prehire physical exam details of replacement workers. 349 NLRB 270, 277 fn. 28 (2007). However, the circumstances are not analogous because the only information requests at issue here are the ones included in the complaint, therefore, I cannot assume that the Union's other requests are irrelevant simply because they are not included in the complaint. Furthermore, the Respondent asserted that it would produce the list of RN's and failed to do so. (Exh. U). As a result, I further find that Respondent violated Section 8(a)(1) and (5) of the Act by failing to produce information responsive to Request No. 8(g) referenced here.

B. *Information Request and its Use in an Unfair Labor Practice Charge*

The Respondent asserts that it is not obligated to furnish the information requested by the Union because it has a "reasonable basis" to conclude that the information will be used in an unfair labor practice charge.

The Respondent's relies on *Sahara Las Vegas Corp.*, where the Board held that the respondent was not obligated to produce requested employee termination information because the respondent could reasonably conclude that the union would file a related unfair labor practice charge. 284 NLRB 337, 344 (1987), enfd., 886 F.2d 1320 (9th Cir. 1989). In *Sahara,* the respondent refused to provide the union with information regarding the termination of unit employees because it reasonably believed; based on pending unfair labor charges involving the discharge of other employees; that a charge would likely follow regarding the terminated employees for whom the information was requested. Ibid. The Board's analysis was largely based on the union previously filing numerous unfair labor practice charges relating to the terminations of other employees and is therefore, factually distinguishable from this case. Ibid. Here, there is nothing in the record to indicate that the Union had previously filed unfair labor practice charges concerning Petaluma's use of temporary replacement nurses. To the contrary, the Union has not filed such a charge. (Stip. 22).

Furthermore, I reject the Respondent's argument that the Union did not make a meaningful effort to establish the relevance of its requests. As stated above, the Union, upon learning of the Respondent's implementation of the Temporary Staffing Guidelines and 5-day replacement period immediately requested information at issue in order to "evaluate [the hospital's] claim that the contract with the agency requires [the hospital] to guarantee replacement nurses a minimum of five[] days." (Exh. N). The Union continued to stress the need for the information requests in subsequent correspondence with Respondent, "[t]o determine whether there is any validity to the Hospital's claim, we need to review these agreements." (Exh. R).

It is unreasonable for the Respondent to believe that the information requested was solely for discovery purposes in such a charge. The Union was requesting the nonunit employee

information in order to determine whether Respondent's strike replacement guidelines and practices violated the collective-bargaining agreement. (Stip. 23).

Finally, I further find that the Respondent made no showing, other than its bare assertions, that the information it seeks to protect is confidential and proprietary. It did not attempt to narrow the scope of the Union's request for information; nor did it discuss its confidentiality concerns, or possible methods of alleviating them, with the Union or did the Respondent present argument in its closing brief. In any event, our case law holds that the Respondent's failure to demonstrate that the requested materials contain sensitive and confidential information prevents it from defeating the Union's requests for possibly relevant information. See, e.g., *Mission Foods,* 345 NLRB 788, 791–792 (2005)*; Pfizer, Inc.,* 763 F.2d 887, 891 (7th Cir. 1985). Further, the Respondent has failed to establish any other legal basis for not producing the requested information. See generally *NLRB v. North Bay Plumbing, Inc.*, 102 F.3d 1005 (9th Cir. 1996); *NLRB v. Carolina Food Processors, Inc.*, 81 F.3d 507 (4th Cir. 1996). No evidence was offered in support of these general boilerplate objections and, on that basis, I find no loosely asserted objection warranted refusal to furnish the information

Conclusions of Law

1. Respondent SRM Alliance Hospital Services d/b/a Petaluma Valley Hospital is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The California Nurses Association/National Nurses United is a labor organization within the meaning of Section 2(5) of the Act.

3. By failing and refusing to furnish the information set forth in complaint paragraph 6(a), the Respondent has engaged in unfair labor practice within the meaning of Section 8(a)(1) and (5) of the Act.

4. The Respondent's above-described unfair labor practice affects commerce within the meaning of Sections 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act, it shall be ordered to produce the information and post and mail a notice to employees attached as the Appendix.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[6]

ORDER

The Respondent, SRM Alliance Hospital Services d/b/a Petaluma Valley Hospital, Petaluma, California, its officers, agents, successors, and assigns, shall

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order, as provided in Section 10.48 of the Rules, shall be adopted by the Board and all objections to them shall be deemed waived for all purposes.

1. Cease and desist from refusing to bargain collectively in good faith with California Nurses Association/National Nurses United;

(a) By failing and refusing to furnish information set forth in complaint paragraph 6(a).

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Respondent shall take the following affirmative action necessary to effectuate the policies of the Act:

(a) On request, furnish the requested information in its possession;

(b) Within 14 days after service by the Region, post at its facility in Petaluma, California, copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 20, 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 are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(c) Within 14 days after service by the Region, mail copies of the attached notice to all bargaining unit employees who were employed by the Respondent at any time from the onset of the unfair labor practices found in this case until the date of this decision. The notice shall be mailed to the last known address of each of the employees after being signed by the Respondents' authorized representative.

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

Dated, Washington, D.C. March 26, 2013

Gerald M. Etchingham
Administrative Law Judge

[7] If this Order is enforced by a judgment of a 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."

APPENDIX

NOTICE TO EMPLOYEES

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

As full-time and part-time Staff Nurses, Per Diem, Supplemental, and Charge Nurses (the Unit), for Petaluma Valley Hospital, you are represented by California Nurses Association/National Nurses United (the Union). The Union requested that Petaluma Valley Hospital provide it with information about the contracting of strike replacements and the number of RN's scheduled to work before the June 13, 2012 strike. We did not provide this information and have been found to have violated our duty to act in good faith when dealing the Union.

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
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 in good faith with the Union by failing and refusing to furnish information concerning contracting of strike replacements and the number of RN's scheduled to work before the June 13, 2012 strike in Petaluma, California.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request, furnish the information in our possession that was requested by the Union in its letter of June 5, 2012.

SRM ALLIANCE HOSPITAL SERVICES
d/b/a PETALUMA VALLEY HOSPITAL
(Employer)

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 Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

901 Market St., Suite 400
San Francisco, CA 94103-1735
Hours: 8:30 a.m. to 5:00p.m.
(415) 356-5130.

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 MUSTNOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THISNOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (415) 356-5130.