STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000, Charging Party, v. STATE OF CALIFORNIA (CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES), Respondent.	Case No. SF-CE-277-S PERB Decision No. 2465-S December 30, 2015

Appearance: California Department of Human Resources by Joanna Yum, Labor Relations Counsel, for State of California (California Correctional Health Care Services).

Before Martinez, Chair; Huguenin and Gregersen, Members.

DECISION

MARTINEZ, Chair: This case is before the Public Employment Relations Board (PERB or Board) on exceptions filed by the State of California (California Correctional Health Care Services) (CCHCS) to a proposed decision (attached) by a PERB administrative law judge (ALJ). The complaint and underlying unfair practice charge allege that the CCHCS interfered with the right of an employee, Caesar Kindipan (Kindipan), to be represented by his exclusive representative, Service Employees International Union Local 1000 (Local 1000), at a meeting to present and discuss his performance evaluation and a counseling memorandum, as well as interfered with the corresponding right of the exclusive representative to represent its members. CCHCS's conduct is alleged to have violated the Ralph C. Dills Act (Dills Act), section 3519, subdivisions (a) and (b).[1]

[1] The Dills Act is codified at Government Code section 3512 et seq. Unless otherwise noted, all statutory references are to the Government Code. Section 3519 of the Dills Act provides, in pertinent part:

A formal hearing was held on June 30, 2015. Post-hearing briefs were filed on August 28, 2015, and the proposed decision issued on September 18, 2015. The ALJ concluded that CCHCS did not interfere with employee rights by failing to permit the attendance of a union representative at Kindipan's performance evaluation meeting,[2] but did interfere with employee rights by issuing Kindipan an overbroad directive to cease sending e-mails to other nurses.[3] CCHCS timely filed exceptions to the proposed decision. Local 1000 filed no response.

CCHCS does not except to the factual findings or conclusions of law, only to the Proposed Order and Notice. The record as a whole supports the factual findings. The Board

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> It shall be unlawful for the state to do any of the following:
>
> (a) Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter. ...
>
> (b) Deny to employee organizations rights guaranteed to them by this chapter.

[2] The ALJ concluded that the meeting was not investigatory, nor did it involve highly unusual circumstances, and therefore no right to union representation attached. (*NLRB v. J. Weingarten, Inc.* (1975) 420 U.S. 251, as adopted by PERB in *Rio Hondo Community College District* (1982) PERB Decision No. 260; *Redwoods Community College Dist. v. Public Employment Relations Bd.* (1984) 159 Cal.App.3d 617.)

[3] During the meeting, Kindipan's supervisor instructed him to stop forwarding her e-mail communications to nurses "who had nothing to do with the subject of the original e-mail communication." (Proposed Dec., p. 9.) Kindipan's supervisor did not clarify her directive to distinguish between e-mails Kindipan sent to his union steward and e-mails Kindipan sent to nurses in general. The ALJ concluded that it is reasonable that Kindipan would construe the directive to cease sending e-mails to nurses as a restriction on his union-related activity. (Proposed Dec., p. 21.)

adopts that section of the proposed decision relating to the overbroad directive[4] as the decision of the Board itself, except the Board finds merit in CCHCS's exceptions and modifies the Proposed Order and Notice as explained below.[5]

CCHCS Exceptions

There are three main exceptions to the Proposed Order and Notice. First, the proposed decision concludes in substance that CCHCS interfered with employee rights, an "a" violation, by issuing an overbroad directive to Kindipan to stop sending e-mails to nurses. The conduct subject to the cease and desist order corresponds to that conclusion in that it orders the respondent to cease and desist from "[i]nterfering with employees' rights." As CCHCS points out in its exceptions, however, the prefatory paragraph in the Proposed Order refers to a "b" violation, rather than an "a" violation, and the cease and desist order contained in the Notice describes both an "a" and a "b" violation.

[4] The discussion of the overbroad directive begins on page 18 with a sentence that refers to Kindipan's "right to union representation." The right involved in this section of the proposed decision, however, is more aptly described as the right to participate in union-related activities. (Dills Act, § 3515.)

[5] The panel agrees with the ALJ that CCHCS interfered with employee rights by issuing Kindipan an overbroad directive to cease sending e-mail messages to other nurses. There are undeveloped, differing views amongst the panel members about whether CCHCS interfered with employee rights by failing to permit the attendance of Kindipan's union representative at a meeting to present and discuss his performance evaluation and a counseling memorandum. These differences notwithstanding, exceptions not specifically urged are waived. (PERB Reg. § 32300, subd. (c).) The issue of Kindipan's entitlement to a union representative has not been excepted to or argued by the parties, is not before us on appeal and therefore will not be discussed further. The Board itself is not, however, compelled by the absence of exceptions on specific issues to adopt the proposed decision, whether in whole or in part. In this instance, given the absence of specific exceptions and given the differing views of the panel members, we decline to adopt that section of the proposed decision addressing the issue whether Kindipan's right to union representation was interfered with by CCHCS, beginning on page 14 below the Conclusions of Law heading and continuing through the middle of page 18. The Board's decision to not adopt this section of the proposed decision should not be given any particular meaning and does not constitute a change in precedent.

Finding merit in CCHCS's exceptions on this issue, the Board modifies the Proposed Order and Notice to reflect the conclusions of law reached in the proposed decision by: (1) revising the prefatory paragraph in the Proposed Order to refer to an "a" violation rather than a "b" violation; and (2) revising the cease and desist order in the Notice to mirror the cease and desist order in the Proposed Order.

Second, the Proposed Order requires that the Notice be posted "at all work locations where notices to employees in Service Employees International Union Local 1000 customarily are posted." This posting requirement is not limited to any particular state bargaining unit represented by Local 1000 or any particular department or agency within the state. CCHCS argues that the proposed posting requirement arguably requires statewide posting even though the violation is limited to one instance of interference at one institution, CCHCS's Correctional Training Facility in Salinas, California.

Finding merit in CCHCS's exceptions on this issue, the Board modifies the Proposed Order to require posting of the Notice at all CCHCS's Correctional Training Facility work locations where notices to employees represented by Local 1000 customarily are posted.[6]

[6] Posting copies of the remedial order in unfair practice cases effectuates the policies and purposes of California's labor relations statutes. (See, *Placerville Union School District* (1978) PERB Decision No. 69.) "[I]t is important that the employees affected by this decision and order be notified of their rights under the EERA [Educational Employment Relations Act] and the findings of the Board in relationship thereto. Posting copies of the order will inform the District's employees that the District's conduct ... violated the EERA." (*Id.* at p. 12; EERA is codified at § 3540 et seq.) Under the specific facts of this case, including the fact that the violation to be remedied does not involve contract language applicable to the entire bargaining unit, the Board finds that the employees represented by Local 1000 employed at CCHCS's Correctional Training Facility are the employees affected by the decision and order for posting requirement purposes. (See, *State of California (Department of Corrections & Rehabilitation)* (2012) PERB Decision No. 2282-S [respondent ordered to post notice where violation to be remedied occurred, i.e., at CDCR's California Correctional Institution work locations where notices to employees are customarily posted].)

Last, the electronic notice posting requirement contained in the Proposed Order differs in scope from the physical paper notice posting requirement. It requires posting of the Notice by electronic means customarily used by the Respondent to communicate with its employees in the bargaining unit and with the employees in the Department of State Hospitals, Correctional Training Facility in Salinas, California.[7] As CCHCS argues in its exceptions, the electronic notice posting requirement is not intended to broaden the reach of the posting order. Rather, it is intended "to reach the same employees as would be exposed to paper notices posted by traditional means." (*City of Sacramento* (2013) PERB Decision No. 2351-M, p. 45.)

Finding merit in CCHCS's exceptions on this issue, the Board modifies the Proposed Order to conform the scope of the electronic notice posting requirement to the scope of the physical notice posting requirement.

Under a different set of facts, a broader system- or unit-wide notice may be warranted. (See, *State of California (Department of Mental Health)* (1990) PERB Decision No. 840-S, p. 5, fn. 3 [although the order and statement of violation in notice is limited to one facility, "it is appropriate to require that the notice be posted systemwide, as the violation to be remedied herein concerns contract language applicable to the entire unit, whose members are employed on a systemwide basis"]; *State of California (Departments of Personnel Administration, Banking, Transportation, Water Resources and Board of Equalization)* (1999) PERB Order No. Ad-300-S.)

[7] On or around December 1, 2014, Kindipan left employment with CCHCS, and began working for the Department of State Hospitals (DSH) at the Salinas Valley State Prison. The respondent herein is CCHCS, a division within the Department of Corrections and Rehabilitation, not DSH. Apart from being Kindipan's current place of employment, DSH has no other readily apparent connection to this case. To ensure publication of the notice to all affected employees, in addition to requiring physical and electronic posting, CCHCS shall, to the best of its ability, individually notify Kindipan by mailing the Notice to him at his last known or forwarding address. (See, *Antelope Valley Community College District* (1979) PERB Decision No. 97.)

ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in the case, it is found that the State of California (California Correctional Health Care Services) (CCHCS) violated the Ralph C. Dills Act (Dills Act), Government Code section 3519, subdivision (a), by issuing an overbroad directive to Registered Nurse Caesar Kindipan (Kindipan) to cease e-mailing other nurses with regard to workplace issues.

Pursuant to section 3514.5, subdivision (c), of the Government Code, it hereby is ORDERED that CCHCS, its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Interfering with employees' rights to participate in union-related activities by issuing overbroad directives to cease e-mailing coworkers with work-related issues.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE DILLS ACT:

1. Within ten (10) workdays of the service of a final decision in this matter, post at all CCHCS's Correctional Training Facility work locations where notices to employees in the bargaining unit represented by Service Employees International Union Local 1000 (Local 1000) customarily are posted, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the CCHCS, indicating that it will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced or covered with any other material. In addition to physical posting of paper notices, the Notice shall be posted by electronic message, intranet, internet site, and

other electronic means customarily used by the CCHCS to regularly communicate with its employees in the bargaining unit at the Correctional Training Facility in Salinas, California. To ensure publication of the notice to affected employees, in addition to requiring physical and electronic posting of the Notice, CCHCS shall individually notify Kindipan by mailing the Notice to him at his last known or forwarding address, or by any other means of notification reasonably devised to ensure that he is advised of his rights and remedies under this Decision. CCHCS, its governing board and its representatives shall take reasonable steps to ensure that the posted Notice is not reduced in size, defaced, altered, or covered by any material.

2. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board or the General Counsel's designee. CCHCS shall provide reports, in writing, as directed by the General Counsel or his/her designee. All reports regarding compliance with this Order shall be concurrently served on Local 1000.

Members Huguenin and Gregersen joined in this Decision.

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. SF-CE-277, *Service Employees International Union Local 1000 v. State of California (California Correctional Health Care Services)*, in which all parties had the right to participate, it has been found that the State of California (California Correctional Health Care Services) violated the Ralph C. Dills Act, Government Code section 3512 et seq. when it interfered with employee Caesar Kindipan's right to participate in union-related activities by issuing an overbroad directive for him to cease e-mailing coworkers with his workplace concerns.

As a result of this conduct, we have been ordered to post this Notice and we will:

CEASE AND DESIST FROM:

Interfering with employees' rights to participate in union-related activities by issuing overbroad directives to cease e-mailing coworkers with work-related issues.

Dated: _____

STATE OF CALIFORNIA (CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES)

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1000, Charging Party, v. STATE OF CALIFORNIA (CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES), Respondent.	UNFAIR PRACTICE CASE NO. SF-CE-277-S PROPOSED DECISION (September 18, 2015)

Appearances: Theresa Witherspoon, Staff Attorney, for Service Employees International Union Local 1000; California Department of Human Resources, by Joanna Yum, Labor Relations Counsel, for State of California (California Correctional Health Care Services.

Before Alicia Clement, Administrative Law Judge.

PROCEDURAL HISTORY

The above-referenced unfair practice charge was filed on September 17, 2014. The allegations in the original charge include that the Respondent interfered with the rights of an employee to be represented by the employee organization of his choice as well as the corresponding right of the exclusive representative to represent its members, a so-called "*Weingarten*"[1] violation, in violation of Dills Act section 3519, subsections (a) and (b). An amended charge was received on October 8, 2014, which provided additional facts but no new legal theories. Respondent filed a response to the charge on October 20, 2014, denying any violation of the Act. On January 9, 2015, PERB issued a complaint for a violation of the Dills

[1] (*Weingarten, supra*, 420 U.S. 251, quoting *Quality Manufacturing Co.* (1972) 195 NLRB 197, 199.)

Act section 3519, subsections (a) and (b). An informal settlement conference was held on March 26, 2015, but the matter was not settled. A formal hearing was held on June 30, 2015.

FINDINGS OF FACT

Caesar Kindipan (Kindipan) was hired as a Registered Nurse (RN) at the Department of State Hospitals, Correctional Training Facility (CTF) in Salinas, California, in April 2011. He began working at the Salinas Valley State Prison in December 2014. The events in question all occurred while Kindipan was assigned to the CTF. The CTF is comprised of three separate medical facilities, labeled Central, North, and South facilities.

At all times relevant to this charge, Allan Joachim was the Chief Nurse Executive for CTF. Among his duties, Joachim is responsible for assigning the Supervising Registered Nurses (SRNs) to supervise particular Registered Nurses (RNs), a task that includes writing annual performance evaluations for and collecting time sheets from the RNs. In making these assignments, Joachim's goal is to assign the employee to a supervisor who is around them the most. He also acknowledges that it is important not to overload any SRN with too many supervisees, and occasionally this means assigning an SRN to an RN who is not working the same shift or in the same facility as the SRN. In his words, "[i]t's not ideal, but it's better than overloading one supervisor." In such a scenario, Joachim thinks it's feasible for the SRN to draft a performance review of the RN who is assigned a different shift based on the RN's documentation, input from the SRNs who are on duty and able to observe the RN regularly,[2] and also from the supervisor's e-mail contacts with the RN.

[2] Respondent distinguishes between the SRN assigned for purposes of conducting annual performance evaluations for RNs and the SRN on-duty on a particular shift who supervises RNs during that shift.

Joachim also maintains the organizational chart for CTF, a task that requires periodic updates due to personnel and staffing changes. Joachim testified that it is possible that the organizational chart may not always reflect the most recent changes because he will only generate a new organizational chart when there are a sufficient number of personnel and staffing changes to justify the work it takes for him to complete the task. He did state, however, that he informs the SRNs of changes in staffing as they occur, and an employee who is confused about who their current supervisor is may seek clarification from any SRN.

For example, Joachim created a new organizational chart on September 17, 2013, that assigned SRN II Mary Hartman to supervise Kindipan. Joachim created a new organizational chart on July 17, 2014, which indicates that Dierdra Camarillo was Kindipan's supervisor. Camarillo worked second watch from 6 a.m. to 2 p.m. in South facility. What the July 2014 organizational chart does not show is that Camarillo was assigned as Kindipan's supervisor five months earlier, in February 2014. Joachim asserts that the change of Kindipan's supervisor was necessitated because Kindipan works in a relief position and is assigned to work third watch from 2 p.m. to 10 p.m. in South facility two days, then third watch in Central facility for three days. Because of their different schedules and assignments, Kindipan and Camarillo were in the same location at the same time for only a few hours each week.

On July 9, 2014, Kindipan worked an overtime shift that started at 6 a.m. in the Outpatient Health Unit. Sometime before noon, Camarillo approached him and requested that he join her in the conference room where she intended to administer his annual performance review. SRN Beverly Grant was also present at the meeting. What occurred at this meeting is highly disputed between the parties, and became the basis for this unfair practice charge. In

the retelling of the events at this late-morning meeting on July 9, 2014, I present each party's separate version.

Kindipan recalls that, at approximately 11:40 a.m., Grant and Camarillo approached him in the Outpatient Health Unit and asked him to follow them to the conference room so he could receive his performance evaluation. Although Camarillo had e-mailed Kindipan in February to inform him that she was his supervisor, he had never met her before she approached him about this meeting. It struck Kindipan as unusual to be called into a meeting with two supervisors, especially as he had never worked with Camarillo before that day. Once there, they presented him with a written copy of his performance appraisal summary. When he saw that all the categories had been marked "Improvement needed for performance to meet standards," he immediately requested that he be permitted to call his union representative, James Kinney. Because he had seen Kinney on the premises earlier in the day, Kindipan knew Kinney could be summoned. Grant and Camarillo denied his request and told him that he didn't need a union representative. When Kindipan attempted to leave the conference room to summon Kinney himself, Grant and Camarillo told him if he left the room, he would be disciplined. He admits that, at the time, he did not read the comments on the performance appraisal, but that he has since read the entire document.

The comments on the performance appraisal include many of the concerns that Kindipan recalls having been questioned about during the meeting. For example, in the category, "Quality of Work," the document reads, "I have observed several 7362's that were done incorrectly even after protocol training 05/5/2014-05/09/2014 [*sic*] Dental 7362's sent straight to MR only no signature no date." Under the categories for "Meeting Work Commitments," and "Analyzing Situations," the appraisal states, "I have observed you do not

follow protocol and policies regarding your 7362's. Even after protocol training was provided," and "I have observed you not completing your documentation for your 7362's. Even after protocol training was provided," respectively.

The 7362 is a document that is used by inmates to request medical services. The RN takes the form from the inmate and assigns the inmate's complaint to a particular category like "medical," "dental," or "mental," and places the form in the corresponding receptacle so that the inmate's complaint may be assessed for appropriate further action. Grant and Camarillo accused Kindipan of placing an unknown quantity of 7362s in the wrong receptacle. Several of the examples of incorrect placement of 7362s were taken from North facility. They asked Kindipan if he'd attended the in-service training on the proper way to complete the 7362, and he responded that he had. He also raised the concern that the boxes in which the forms are placed after completion are open to all RNs, and often the RNs submit forms on behalf of coworkers or move the forms from one box to another. Furthermore, if Grant and Camarillo had concerns with Kindipan's assignment of the forms to one particular box or another, they should have raised this concern at some point before his annual performance evaluation.

Under the category labeled "Work Habits," the document states, "I have observed several closeouts & Med Recon used as scratch paper. Need to use appropriate scratch paper. Write neat and legible. If last column is used start another piece of paper for your close outs do not write at bottom of the page." Medication Reconciliation Forms ("Med Recons" or MRFs) are used to track and record medication for a specific patient. Grant and Camarillo accused him of using MRFs as scratch paper. Kindipan explained that MRFs can be printed out in unlimited quantities, and it was common practice to use them as note paper to take down a patient's symptoms, in order to later relay those symptoms to a doctor.

After administering his performance appraisal, Camarillo presented Kindipan with an Employee Counseling Record (ECR). The ECR contains the following relevant statements:

> On June 30th I notified all staff when all 998's were due. I copied and pasted Audrey Jones e-mail regarding all information related to 998's and the timeline and expectations. You continued to send me e-mails disputing the information provided to you. (See attachments) I did not receive your 998 unitl July 3rd. I had to go pick up your 998 at the SRN's office in central only to have to return it to you for corrections. When you were done with the corrections again you left it in the SRN's office in central. I picked up your 998 July 8th when I was informed by Lozada SRN that it was there on her desk. Your 998 did not get turned in until July 9th. This is unacceptable.
>
> [...]
>
> As per the Memo from Spearman and e-mail from Audrey Jones and several e-mails from your supervisor D. Camarillo you are to turn in your 998 by the **1st business day after payday** to your **designated supervisor D. Camarillo SRN II** or in her office box or slip under her office door. [Emphasis in original.]

At the bottom of the form, it contains the following "Action Plan": "You will turn in your 998 every month on time, on or before the 3rd [*sic*] business day after payday. Completed in [its] entirety with correct codes where indicated."

998s are employee timesheets. Grant and Camarillo raised a concern about Kindipan's failure to give his 998s to Camarillo in person as well as the fact that he often turned them in late. He explained that because he works a different shift and splits his week between two locations, it is difficult to find Camarillo to give her the form. For that reason, he has asked other RNs to deliver the forms on his behalf.

During the course of the meeting, Kindipan asked no fewer than five times to have a union representative present. He was also concerned about his patients, who had been left in the Outpatient Health Unit without an RN present—just LVNs. At one point, Grant and

Camarillo wanted to know why he was answering them, and he stated, "So how can I defend myself when you don't want me to give, you don't want me to have a representative." They told him to stop emailing Kinney, and that they would write him up if he did. The meeting concluded with him asking for copies of the evidence they produced, which included the 7362s and 998s, as well as a copy of the employee counseling record, and they told him he didn't need copies. Instead of Kindipan's signature there is a handwritten notation in place of the employee signature which states, "Kindipan refused to sign." It is noteworthy that there are no positive comments anywhere on the evaluation.

Immediately after the meeting, Kindipan returned to the Outpatient Health Unit to check on his patients. From there, he proceeded to Kinney's office, located on another floor. He stayed with Kinney for approximately 20 minutes, discussing the meeting. Kindipan suffered heart palpitations and shaking in response to the meeting, and reported these symptoms to LVN Ruben Escolta at approximately 6:15 that evening. Escolta took his vital signs and reported on a 7219 (workplace injury form) that Kindipan had an elevated blood pressure of 157/104. This was much higher than his usual blood pressure of 115/65. In describing the circumstances of the injury or unusual occurrence, Escolta quotes Kindipan as saying, "I can not concentrate on my job, because of extream [*sic*] anxiety, from the evaluation I had earlier today [with] SRN 2 Camarillo, and SRN 2 Grant. I have never had [high] blood pressure before." Kindipan completed his double shift that day.

At 10:49 p.m. that day, Kindipan drafted an e-mail that he subsequently sent to a number of coworkers and superiors throughout the California Department of Corrections & Rehabilitation, describing the morning meeting. In the e-mail, Kindipan states, in part:

> At approx. 1140 while working in OHU 2nd Fl Infirmary with 15 patients under SRN2 Totorelli. SRN Camarillo and SRN Grant

summoned me to report at the Conference Room here at 2nd Floor Infirmary, they called for the OHU C.O. to open the locked room. I went inside the room and the 2 SRNs ask me to sit and informed me about the outcome of my Yearly Evaluation, while I'm looking at my Eval I saw that everything on the "I" box was checked means Improvement Needed for Performance...which is very poor evaluation. . . .

My personal opinion:

I believed that this Poor Evaluation against me is a form of hatred, retaliation and despair due to the fact that I'm telling the truth when you see our communications through e-mails especially with SRN Grant. When you speak for the truth and just your boss does'nt [*sic*] like you, that's what I'm experiencing right now.
Their evidence supporting the evaluation is very light, no weight and without jurisdiction, there's no nursing-patient issues. I never have a Gross Negligence, Mal practice, or even a simple nursing errors like, medicine errors. I never get involved in disciplinary actions nurse- patient interactions.
I even told them that I have no previous evaluation on the year 2012 and 2013 but still they proceeded with the meeting. I asked them for a copy of the documents/ papers (7362s and med recon) as their evidence but they both said No, I dont need them. . . .

Ms Grant also did the 998 ECR which again out of her jurisdiction since she's not my Supervisor. I have e-mails about this 998 with Ms. Camarillo also which she disagrees, we have to remember also that 998 is our salary from our hard work and if it delays then of course we dont get our money on the right date, but anyway I'm not complaining about delays, but why Ms. Camarillo is so very particular about this, I even told her by phone that next time I do my best to reach her and hand my 998 personally since we dont have the same schedule, building area and shift, but still Ms Grant did this ECR of 998. I'm supposed to be the one complaining.

Camarillo had been an SRN II at CTF Soledad for five years before leaving on May 21, 2015. She began supervising Kindipan in February 2014 and notified him of that fact by e-mail. The only interactions with Kindipan that she can recall, other than the July 9 meeting, were by e-mail.

Camarillo prepared for her meeting with Kindipan by copying e-mails and 7362s that were referenced in the performance appraisal. She then asked Grant to join her in the conference room, apparently as an observer. Camarillo's recollection of the events of the meeting are as vague as Kindipan's are vivid. She had difficulty remembering the date when the meeting took place, and believes it was late morning when it began. This was only the second evaluation she'd administered at CTF, and she can't recall if she gave Kindipan advance notice of the meeting. She does recall that, once in the conference room, she and Kindipan sat across from each other at the conference table while Grant sat at the back of the room working on unrelated paperwork.

According to Camarillo, the concern she raised with the 7362s was that they had been completed incorrectly or not at all—it had nothing to do with which box he placed the forms in, as Kindipan recalled. She can't recall the specific reasons that his 7362s were deemed incorrect. She cited concerns regarding the MRF because a doctor had raised the concern to her with regard to one of Kindipan's MRFs. The doctor had complained that the MRF he received from Kindipan was confusing and Camarillo was directing Kindipan on the proper use of the form. She never asked Kindipan about his training during the meeting, but did instruct him to stop forwarding her e-mail communications to nurses who had nothing to do with the subject of the original e-mail communication. She never specifically told him to stop emailing Kinney.

Camarillo chose to address the issue of the 998s in a separate counseling memorandum because it didn't fit into any of the categories on the performance evaluation. Her intent in providing him with the counseling memorandum was to explain her expectations to him with regard to handing in his 998s on time.

According to Camarillo, all she did was go over Kindipan's evaluation and ask him if he had any questions. She recalls that, almost from the start, Kindipan began to challenge her assertion that she was his supervisor and continually interrupted her to dispute her examples of his below-standard performance. Camarillo disputes Kindipan's assertions that he repeatedly requested union representation. In her recollection, Kindipan asked once, toward the end of the meeting, if he could speak with Kinney. In response to his request, Camarillo stated, "you're more than welcome to talk to him, let's finish this, I'll give you copies of this, and then you can go talk to him." Her recollection is that she provided Kindipan with copies of all the documents she had at the meeting.

Sometime after the conclusion of the meeting, Camarillo learned that Kindipan had sent an e-mail to Joachim and others, complaining about the performance evaluation. She learned about the e-mail when Joachim contacted her with a request that she provide him with a written explanation of Kindipan's concerns.

Grant's recollection of the meeting generally corroborates Camarillo's. She attended Kindipan's evaluation because Camarillo requested her presence for "support." The only preparation she did for the meeting was to ask one of the LVNs to watch Kindipan's patients while they were in the meeting, with instructions to summon them if they had a concern. Grant had supervised Kindipan in the past, but had never issued him a performance evaluation. Grant did not hear Kindipan mention Kinney by name during the meeting, but does recall that Kindipan got up from the table at one point with the intent of leaving the room. According to Grant, Kindipan's stated reason at the time was in order to check on his patients. She addressed him directly to inform him that his patients were being looked after and that he was bordering on insubordination. She did not state that he would be written up for his behavior.

She also recalls that Kindipan was constantly interrupting Camarillo and would not allow her to explain the process to him and why she had convened the meeting. She recalls generally that there was a concern raised that Kindipan had sent a number of e-mails to a large volume of people and he was instructed not to do that.

James Kinney learned about the meeting when Kindipan came to his office immediately after the meeting. Kinney is a job steward, district bargaining representative, and a negotiating committee member for the union and was on-duty during the time of the events in question. Kindipan was distraught—visibly trembling and very upset—when he approached Kinney to seek his advice. Kinney recalls that Kindipan stated that both Grant and Camarillo had questioned him during the meeting. Kinney recounted at least one incident prior to the July 9 meeting in which he (Kinney) had been called in to a meeting with two managers, and had been granted a union representative in response to his request for one. In his estimation, it is unusual to have two managers in a meeting with one employee, and that circumstance alone warrants the presence of a union representative on behalf of the employee. After the July 9 meeting, Kinney and Kindipan met on a number of occasions and exchanged many e-mails.

After the July 9 meeting, Kindipan began consciously avoiding working overtime shifts that would bring him in contact with Grant or Camarillo. Prior to July 9, he was accustomed to working between ten and twelve overtime shifts per month. However, during the months of July, August, September, October and November, Kindipan worked significantly fewer overtime shifts in an effort to avoid working the same shifts as Grant or Camarillo.

On August 18, 2014, as the result of an investigation that was initiated by Kindipan's complaint to Joachim, Joachim rescinded the July 9 performance appraisal. In its place,

Joachim drafted a performance appraisal that rated Kindipan as meeting expectations in all categories, without comment.

CREDIBILITY DETERMINATIONS

In order to determine if Kindipan had a right to union representation at the July 9, 2014 meeting, I must first determine what actually transpired at the meeting. This task is made difficult by the fact that none of the witnesses presented a version of the events that is complete and reliable. My task in this case is to test the quality of each witness's recollection based on factors like their admission of facts, the effect of bias on their testimony, the quality of their recollection, their testimonial consistency, the presence or absence of corroboration, and their demeanor.

Kindipan's recollection is vivid, but he recalls not so much the facts of the events so much as he recalls his emotional response to the events. He was immediately on the defensive and attempted to flee the setting. His physical reaction to the stress of the situation was extreme and there is no suggestion that he was malingering or exaggerating his response. He was truly distraught. His general recollection of the meeting is accurate, in the sense that the topics that he claims to have been interrogated about were indeed the subject of written commentary in the evaluation. But in his retelling, he often confused the order of events, and tended to veer off the topic of the question asked, making it difficult to ascertain whether he truly had the ability to recall specifics of the meeting.

On the other hand, Grant and Camarillo both claim that the meeting was hardly worth remembering, given the very ordinariness of the event. In her own retelling, Camarillo apparently thought nothing of administering a negative performance evaluation, and a disciplinary memorandum assertedly based on her observations of his work performance, to an

employee whom she had never met, let alone one whose work she had personally observed. Nevertheless, she is apparently able to recall with certainty that Kindipan never requested a union representative during the meeting. Grant's presence at the meeting was treated by both Grant and Camarillo as an afterthought. Camarillo was fairly dismissive of Grant's presence, stating that she was merely seated in the room and completing unrelated paperwork during the majority of the interaction between Kindipan and Camarillo. Grant herself seemed unsure of the reason for her presence in the room, except for some vague need to "support" Camarillo. Given that the events were so unremarkable, it is curious that both Grant and Camarillo can state with such certainty that Kindipan never requested a union representative during the meeting.

Each of the participants' interpretations of the meeting seem fanciful in some respects and alternately embellished or stripped of detail to support the speaker's position. The truth lies somewhere in between. However, the following conclusions are essentially undisputed. The meeting was conducted during the late morning at a time and place where Kindipan was not ordinarily scheduled to work. He was called into the meeting with no notice, and he had never before met Camarillo. Camarillo delivered a negative performance evaluation and a counseling memorandum on matters that had never before been brought to Kindipan's attention. Because none of his previous supervisors had given him a performance evaluation, he had no basis upon which to compare the circumstances of this performance evaluation. Camarillo discussed with Kindipan the comments on his evaluation, and he felt the need to defend himself against what he perceived to be accusations of misconduct. Kindipan made it known to both Grant and Camarillo that he was displeased with Camarillo's assessment of his performance, that he wanted to leave, that he wanted to talk to Kinney and also that he wanted

to go check on his patients. Grant informed Kindipan that his attempts to curtail the meeting bordered on insubordination but stopped short of threatening discipline. Camarillo instructed Kindipan to cease e-mailing other nurses, and Kinney is a nurse. Camarillo did not clarify her directive to distinguish between e-mails he sent to Kinney as the union steward and representative versus e-mails he sent to nurses in general. Finally, it is clear that Camarillo's purpose for convening the meeting was to deliver these documents to Kindipan, and Camarillo attempted to *prevent* Kindipan from providing an explanation or justification for the conduct complained of in the documents. Neither Camarillo nor Grant threatened discipline or actually disciplined Kindipan as a result of his speech or conduct during the meeting.

ISSUE

Whether Respondent violated the statute when Grant and Camarillo refused to permit Kindipan to summon a union representative to the July 9 meeting.

CONCLUSIONS OF LAW

An employee required to attend an investigatory interview with the employer is entitled to union representation where the employee has a reasonable basis to believe discipline may result from the meeting. (*National Labor Relations Board v. Weingarten* (1975) 420 U.S. 251 (*Weingarten*).)[3] In *United States Postal Service* (1980) 252 NLRB 61, 63, the NLRB noted the Supreme Court's prior approval of its shaping of the "contours and limits of the statutory right" as follows:

> First, the right inheres in 7's guarantee of the right of employees to act in concert for mutual aid and protection. ...

[3] PERB adopted the *Weingarten* rule in *Rio Hondo Community College District* (1982) Decision No. 260.

> Second, the right arises only in situations where the employee requests representation. In other words, the employee may forego his guaranteed right and, if he prefers, participate in an interview unaccompanied by his union representative.
>
> Third, the employee's right to request representation as a condition of participation in an interview is limited to situations where the employee reasonably believes the investigation will result in disciplinary action . ...
>
> Fourth, exercise of the right may not interfere with legitimate employer prerogatives. The employer has no obligation to justify his refusal to allow union representation, and despite refusal, the employer is free to carry on his inquiry without interviewing the employee and thus leave the employee the choice between having an interview unaccompanied by his representative, or having no interview and foregoing any benefits that might be derived from one.
>
> Fifth, the employer has no duty to bargain with any union representative who may be permitted to attend the investigatory interview. ...

In 2012, the NLRB adopted an ALJ's decision in which the ALJ noted that, despite the fact that the rule had been law for four decades, "[t]he Board and the courts ... have had difficulty in determining under what circumstances a reasonable basis exists for believing that the investigatory interview will result in disciplinary action." (*El Paso Healthcare System, Ltd.* (2012) 358 NLRB No. 54, p. 12.) The ALJ went on to provide the following summary:

> Thus, even a conversation between a supervisor and an employee about improving the employees' production may trigger *Weingarten* rights if sufficiently linked to a real prospect of discipline for poor production. Moreover, *Weingarten* rights are applicable even at a disciplinary interview if the employer engages in investigatory conduct 'beyond merely informing the employee of a previously made disciplinary decision.' Furthermore, the Board has held that where an employer informs an employee of a disciplinary action then questions the employee to seek information to bolster that decision, the employee's right to representation applies.

> In *Titanium Metals Corp.*, ... the Board held that an employer unlawfully denied an employee's request for a union representative at a meeting, even though the expressed purpose of the meeting was simply to inform the employee of a decision regarding discipline that the employer had already made. The Board found that the employee had a right to a union representative's presence because the employer went beyond its stated purpose by interrogating and searching the employee for newsletters in an attempt to support its decision to discipline him.

(*Id.* at p. 13, internal citation omitted.)

In this case, I find that the meeting that was convened by Camarillo on July 9, 2014, was not investigatory. Camarillo's testimony that all she did was present the performance appraisal to Kindipan and ask him if he had any questions, is corroborated in part by Kindipan's own testimony. According to Kindipan, Grant and Camarillo wanted to know why he was answering them and he responded that he needed to defend himself since they wouldn't allow him to have a union representative present. This exchange is telling in that it demonstrates both that Grant and Camarillo were not seeking responses to questions as well as the fact that Kindipan was made aware of this fact. Additionally, there are no subjects that Kindipan recalls having been interrogated about which were not also noted on his performance appraisal, such that there is no indication that Grant or Camarillo were seeking information regarding Kindipan's work performance beyond that which had already been documented. Under the circumstances, I must find that this was not an investigatory meeting, and no right to union representation may be justified on that basis.

In addition to the NLRB's holding that a right to union representation attaches to an investigatory meeting, PERB has found that a right to union representation may be held to exist, in the absence of an objectively reasonable fear of discipline, only under "highly unusual circumstances." (*Redwoods Community College District v. Public Employment Relations*

Board (1984) 159 Cal.App.3d 617 (*Redwoods*).) The finding of "highly unusual circumstances" in the *Redwoods* case was based on the requirement that the employee attend a meeting that she no longer sought over her appeal of a negative performance rating; the fact that the interview was investigatory and formal; the interview was held by a high-ranking official of the employer; and the hostile attitude of the official toward the employee. In this sense, the Redwoods case is like the cases cited in *El Paso Healthcare System, Ltd., supra*, 358 NLRB No. 54, where a *Weingarten* right attaches to a meeting if the employer engages in investigatory conduct beyond merely informing the employee of a previously made disciplinary decision.

Despite the element of an investigative intent by the employer in the *Redwoods* case, the Board recently stated that California law extends the right of representation to employer-initiated meetings held under "highly unusual circumstances," i.e., meetings that are not "investigative" or "disciplinary" per se. (*Capistrano Unified School District* (2015) PERB Decision No. 2440.) In this case, however, I find that *Redwoods* does not apply, and Kindipan had no right to union representation at the July 9, 2014 meeting. Performance appraisals are a routine part of the employment setting, as are counseling memoranda. PERB has long accepted that these conversations do not give rise to a right to have a union representative present. (See *Rio Hondo Community College District* (1982) PERB Decision No. 260, violation found because in addition to notifying the employee of the discipline, the employer engaged in a give-and-take discussion offering to modify the discipline, and *Placer Hills Union School District* (1984) PERB Decision No. 377 where a violation was found because in addition to discipline, the employee was asked to provide an immediate written response to the discipline.) The administration of the July 9, 2014 meeting was far from ideal. Camarillo

scheduled the meeting according to her own convenience, apparently, and failed to give Kindipan advance notice, either that his performance unsatisfactory, or that the meeting was going to take place when it did. These factors created needless and avoidable stress for Kindipan. However, poor supervisory practices do not necessarily give rise to a violation of the Act. The fact that two supervisors were present at the meeting, in itself, does not give rise to a right to a union representative and Charging Party has presented no basis for its assertions otherwise. Accordingly, the allegation that the Respondent violated the Act by failing to permit Kindipan to have a union representative at the July 9, 2014 meeting is hereby dismissed.

Notwithstanding the above, I find that the employer interfered with Kindipan's right to union representation when Grant and Camarillo made the sweeping directive to Kindipan that he cease emailing other nurses. The test for whether a respondent has interfered with the rights of employees under the Dills Act does not require that unlawful motive be established, only that at least slight harm to employee rights results from the conduct. In *State of California (Department of Developmental Services)* (1983) PERB Decision No. 344-S, citing *Carlsbad Unified School District* (1979) PERB Decision No. 89 and *Service Employees International Union, Local 99 (Kimmett)* (1979) PERB Decision No. 106, the Board described the standard as follows:

> [I]n order to establish a prima facie case of unlawful interference, the charging party must establish that the respondent's conduct tends to or does result in some harm to employee rights granted under EERA.

Under the above-described test, a violation may only be found if the Dills Act provides the claimed rights. In *Clovis Unified School District* (1984) PERB Decision No. 389, the Board

held that a finding of coercion does not require evidence that the employee actually felt threatened or intimidated or was in fact discouraged from participating in protected activity.

In the area of employer rules and directive, PERB does not look favorably on broad, vague directives that might chill lawful speech or other protected conduct. (*Los Angeles Community College District* (2014) PERB Decision No. 2404; *State of California (Employment Development Department)* (1999) PERB Decision No. 1365-S.) Similar to PERB's analysis, in determining whether a work rule violates section 8(a)(l) of the NLRA, the NLRB asks whether the employer rule would tend to chill employees in the exercise of their section 7 rights. (*Lafayette Park Hotel* (1998) 326 NLRB 824, 825, enfd. (D.C. Cir. 1999) 203 F.3d 52.) If the rule explicitly restricts section 7 rights, it is unlawful. (*Lutheran Heritage Village-Livonia* (2004) 343 NLRB 646, 646.) If it does not, "the violation is dependent upon a showing of one of the following: (1) employees would reasonably construe the language to prohibit Section 7 activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights." (Id. at p. 647.) In any of these circumstances, the employer rule will be found unlawful unless the employer establishes a legitimate and substantial business justification for the rule that outweighs the infringement on protected rights.

Cases decided under the NLRA have similarly found that blanket rules prohibiting discussion of employment conditions violate protected rights. (*Flex Frac Logistics, LLC and Silver Eagle Logistics, LLC, Joint Employers and Kathy Lopez* (2012) 358 NLRB No. 127 [employer interfered with protected rights by maintaining an overly broad confidentiality rule].) "[E]mployees should not have to decide at their own peril what information is not lawfully subject to such a prohibition." (*Hyundai America Shipping Agency, Inc.* (2011) 357

NLRB No. 80, slip op. at p. 12; *Flex Frac Logistics, LLC and Silver Eagle Logistics, LLC, Joint Employers and Kathy Lopez, supra*, 358 NLRB No. 127 [nothing about the employer rule would reasonably indicate to employees that its prohibitions are limited].) As the NLRB stated, "Board law is settled that ambiguous employer rules - rules that reasonably could be read to have a coercive meaning - are construed against the employer." (Id., slip op. at p. 2.) The NLRB goes on to explain:

> This principle follows from the Act's goal of preventing employees from being chilled in the exercise of their Section 7 rights - whether or not that is the intent of the employer - instead of waiting until that chill is manifest, when the Board must undertake the difficult task of dispelling it.

(*Ibid.*)

Cases decided under the NLRA consistently emphasize that central to the section 7 protections under the NLRA is the employee's right to communicate with coworkers about wages, hours and other terms and conditions of employment. And, an employer rule prohibiting section 7 activity violates the law even if it never has been enforced. (*Franklin Iron & Medal Corp.* (1994) 315 NLRB 819, 820.) In *Los Angeles Community College District, supra*, PERB Decision No. 2404, the Board found a violation based on an employer's directive to an employee not to discuss an ongoing investigation with other employees. The Board stated that, if the right protected under EERA section 3543 to "form, join, and participate in the activities of employee organizations" in matters concerning employer-employee relations is infringed and employees are prohibited from discussing wages, hours, and working conditions at the workplace, they are less equipped to make a free and informed choice about whether to exercise their right under EERA section 3543 to form, join or participate in a union. This rationale is equally applicable here.

In this case, Kindipan was called into a meeting for the purpose of informing him that his performance was not meeting expectations in several respects. During the course of the meeting he was warned that his attempt to leave the meeting bordered on insubordination, and was instructed to cease emailing other nurses. Because he had attempted during the meeting to summon his union steward, who is also a nurse, and was denied the right to do so, it is reasonable that Kindipan would construe the directive that he cease emailing "nurses" as a restriction on his union-related activity. The Respondent has made much of the fact that Kindipan sought the Kinney's help immediately after the meeting as evidence that he was not discouraged from participating in protected activity. However, actual coercion or intimidation has never been an element of the test for interference. (*Clovis Unified School District* (1984) PERB Decision No. 389.)

In this case, Camarillo's poorly-timed and ill-conceived directive is easily construed in a manner that is contrary to the Act. Prior Board decisions have made it clear that these kinds of broadly-worded prohibitions on speech with coworkers should be construed against the employer. (*Los Angeles Community College Distric*t, *supra*, PERB Decision No. 2404; *State of California (Employment Development Department)*, *supra*, PERB Decision No. 1365-S.) All other allegations have been dismissed.

REMEDY

Where it has been found that an employer unlawfully interfered with an employee's right to participate in union-related activity, the appropriate remedy is a cease and desist order and a posting. (*State of California (Department of Corrections)* (1995) PERB Decision No. 1104-S.)

PROPOSED ORDER

Upon the foregoing findings of fact and conclusions of law, and the entire record in the case, it is found that the State of California (California Correctional Health Care Services) (Respondent) violated the Dills Act (Act), Government Code section 3519, subdivision (b). The Respondent violated the Act by issuing a broad directive to Registered Nurse Caesar Kindipan to cease emailing other nurses with regard to workplace issues.

Pursuant to section 3514.5, subdivision (c), of the Government Code, it hereby is ORDERED that the State of California (California Correctional Health Care Services), its governing board and its representatives shall:

A. CEASE AND DESIST FROM:

1. Interfering with employees' rights to participate in union-related activities by issuing broad directives to cease emailing coworkers with work-related issues.

B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO EFFECTUATE THE POLICIES OF THE ACT:

1. Within ten (10) workdays of the service of a final decision in this matter, post at all work locations where notices to employees in Service Employees International Union Local 1000 customarily are posted, copies of the Notice attached hereto as an Appendix. The Notice must be signed by an authorized agent of the State of California (California Correctional Health Care Services), indicating that it will comply with the terms of this Order. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure that the Notice is not reduced in size, altered, defaced or covered with any other material. In addition to physical posting of paper notices, the Notice shall be posted by electronic message, intranet, internet site, and other electronic means customarily used by the State of California (California Correctional Health Care Services) to communicate

with its employees in the bargaining unit and with employees in the Department of State Hospitals, Correctional Training Facility in Salinas, California. Pursuant to *City of Sacramento (2013) PERB Decision No. 2351 and other applicable authority*, the Respondent shall identify and include in its electronic posting any and all affected employees, including RN Caesar Kindipan, or use personal delivery or some alternative means of notification reasonably devised to ensure that any and all affected employees are advised of their rights and remedies under this Decision. The Respondent, its governing board and its representatives shall take reasonable steps to ensure that the posted Notice is not reduced in size, defaced, altered, or covered by any material.

2. Written notification of the actions taken to comply with this Order shall be made to the General Counsel of the Public Employment Relations Board (PERB or Board), or the General Counsel's designee. Respondent shall provide reports, in writing, as directed by the General Counsel or his/her designee. All reports regarding compliance with this Order shall be concurrently served on the Service Employees International Union Local 1000.

Pursuant to California Code of Regulations, title 8, section 32305, this Proposed Decision and Order shall become final unless a party files a statement of exceptions with the Public Employment Relations Board (PERB or Board) itself within 20 days of service of this Decision. The Board's address is:

Public Employment Relations Board
Attention: Appeals Assistant
1031 18th Street
Sacramento, CA 95811-4124
(916) 322-8231
FAX: (916) 327-7960
E-FILE: PERBe-file.Appeals@perb.ca.gov

In accordance with PERB regulations, the statement of exceptions should identify by page citation or exhibit number the portions of the record, if any, relied upon for such exceptions. (Cal. Code Regs., tit. 8, § 32300.)

A document is considered "filed" when actually received during a regular PERB business day. (Cal. Code Regs., tit. 8, §§ 32135, subd. (a) and 32130; see also Gov. Code, § 11020, subd. (a).) A document is also considered "filed" when received by facsimile transmission before the close of business together with a Facsimile Transmission Cover Sheet or received by electronic mail before the close of business, which meets the requirements of PERB Regulation 32135(d), provided the filing party also places the original, together with the required number of copies and proof of service, in the U.S. mail. (Cal. Code Regs., tit. 8, § 32135, subds. (b), (c) and (d); see also Cal. Code Regs., tit. 8, §§ 32090, 32091 and 32130.)

Any statement of exceptions and supporting brief must be served concurrently with its filing upon each party to this proceeding. Proof of service shall accompany each copy served on a party or filed with the Board itself. (See Cal. Code Regs., tit. 8, §§ 32300, 32305, 32140, and 32135, subd. (c).)

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California

After a hearing in Unfair Practice Case No. SF-CE-277-S, *Service Employees International Union Local 1000 v. State of California (California Correctional Health Care Services)*, in which all parties had the right to participate, it has been found that the *State of California (California Correctional Health Care Services)* violated the Ralph C. Dills Act (Dills Act), Government Code section 3512 et seq. when it interfered with employee Caesar Kindipan's right to be represented by Service Employees International Union Local 1000 by issuing a broad directive for him to cease emailing coworkers with his workplace concerns.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CEASE AND DESIST FROM:

1. Interfering with employees' rights to participate in union-related activities by issuing broad directives to cease emailing coworkers with work-related issues.

2. Denying Service Employees International Union Local 1000 the right to represent its members.

Dated: _____

STATE OF CALIFORNIA (CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES)

By: _____
Authorized Agent

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST 30 CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DEFACED, ALTERED OR COVERED WITH ANY OTHER MATERIAL.