BEFORE THE PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 18,

Complainant,

06-PELRB-2007

vs.

PELRB Case No. 168-06

DEPARTMENT OF HEALTH,

Respondent.

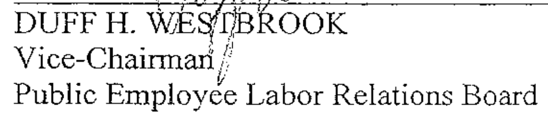
DECISION AND ORDER

THIS MATTER having come before the Public Employee Labor Relations Board (PELRB) upon the Department of Health's exceptions to and requested review of the Hearing Examiner's Report, and the PELRB, having reviewed the pleadings and report and having heard argument of counsel and being otherwise fully advised;

The PELRB hereby affirms, with the following proviso, the Hearing Examiner's conclusion that the failure to give notice of a mandatory employee meeting concerning the terms and conditions of employment to the employee's union constitutes interference with the Union's status as exclusive representative and interference in the collective bargaining relationship, contrary to NMSA 1978, § 10-7E-15 (A) and NMSA 1978, § 10-7E-19 (C) and (G); provided, however, that because that charge of "interference" was raised sua sponte by the Hearing Examiner during the course of the proceedings, the Department of Health is permitted to move for reconsideration of that decision, upon a good faith showing that it would have presented additional evidence with respect to the charge of interference had it not been surprised by the addition of that charge made by the Hearing Examiner during the course of the proceedings below.

Vice-Chairman Westbrook and Member Boyd join in issuing this Decision and Order.

Chairman Domínguez has recused himself from all participation in this case.



DUFF H. WESTBROOK
Vice-Chairman
Public Employee Labor Relations Board

Date: 12/3/07

STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
COUNCIL 18,

Complainant,

v. **PELRB Case No. 168-06**

DEPARTMENT OF HEALTH,

Respondent.

HEARING EXAMINER'S REPORT

This matter comes before the undersigned on a prohibited practice complaint (PPC) filed by the American Federation of State, County and Municipal Employees, Council 18 (Union) against the Department of Health (Department). The PPC alleges that the Department: (1) took retaliatory action against psychological technicians ("Psych Techs" or "PTs") employed in the Acute Admissions Unit of the Adult Psychiatric Division (APD) of the New Mexico Behavioral Health Institute at Las Vegas (NMBHI) after certain of those employees acted in concert; (2) interfered with the right of these employees to be exclusively represented by the Union; and (3) violated the collective bargaining agreement (CBA) by unilaterally altering terms and conditions of the PTs' employment without first bargaining to impasse. *See* § 19(E), § 19(B), and § 19(H) of the Public Employee Bargaining Act (PEBA), NMSA 10-7E-1 *et seq.*

The claim for breach of the CBA was dismissed by written decision issued on July 16, 2006, based on the Union's failure to timely exhaust the negotiated grievance-arbitration procedure. An evidentiary hearing was held on August 17 and August 20,

2007 on the remaining two claims. For the foregoing reasons, I find and conclude that (1) the Department did not retaliate against bargaining unit employees for acting in concert, but that (2) the Department did interfere with the right of the PTs to be exclusively represented by certain Union personnel.

JURISDICTION

The parties have stipulated that the Union is a labor organization under § 4(L) of PEBA and that the Department is a public employer under § 4(S) of PEBA. Accordingly, the Public Employee Labor Relations Board has jurisdiction to hear this matter pursuant to § 9(B)(1) and § 20 of PEBA.

ISSUES

1. Does the calling of a mandatory meeting to discuss certain employees' petition about the terms and conditions of employment constitute illegal retaliation for concerted activity under PEBA?
2. Does the scheduling of such a meeting without giving the Union's area representative advance notice and opportunity to attend interfere with the Union's role as exclusive representative under PEBA?

FINDINGS OF FACT

Background facts.

1. New Mexico Behavior Health Institute at Las Vegas (NMBHI) is a single mental healthcare institution with a number of divisions and units at various locations, including: Long Term Care (LTC), which in turn includes the Ponderosa and Meadows units; Adult Psychiatric Division (APD); and "FTU," a correctional

type facility providing forensic services and treatment, such as competency determinations.

2. The Union is the exclusive bargaining representative of a bargaining unit comprised of approximately 700 NMBHI employees, including approximately 400 Psych Techs.
3. The instant PPC concerns PTs working in the Admissions department of the Adult Psychiatric Division. The APD includes an Admissions department, for patients in need of immediate or acute stabilization, and an Extended Care department for patients in need of more long term care.
4. The Admissions department treats patients presenting as irrational, off their prescribed psychotropic medications, and/or suicidal. Its patients are frequently "out of control," and it focuses on stabilizing the patients and reintegrating them into the public. It has two facilities in Tesuque (Tesuque 1 or T1, and Tesuque 2 or T2), and also had a facility called "Sierra Cottage" that was temporarily closed on December 7, 2006 and its PTs reassigned to one of the Tesuque facilities.
5. Extended Care is an intermediate care psychiatric department which includes the following sections: "SPU," Special Psychological Unit, for elderly patients; Pinewood for Admissions patients requiring three to six months further stabilization; Choices for violent males; and Care for adolescents. Patients in the Extended Care department typically begin in the Admissions department and are transferred to Extended Care when it becomes apparent that more time is required to sufficiently stabilize them. (Exhibit 1.)

6. Some time in mid- to late-2006 NMBHI reduced its staff-to-patient ratios, and since at least mid-2006 NMBHI has suffered from staff shortages requiring the institution of mandatory overtime. (Exhibits 1, 11, 13 and 17-20.) Under the mandatory overtime policy, Admissions PTs have been required to work overtime shifts within the Extended Care Unit.
7. Throughout 2006, and for one or two years prior, there has been at NMBHI a history of anti-union sentiment, disregard of the Union's role as exclusive representative, and employee intimidation. (Montano and Sanchez testimony.)
8. Nonetheless, there has been some improvement in labor relations and, since mid-2006, management, PTs and the Union's area and local representatives have had various meetings and communications regarding staff-to-patient ratios, mandatory overtime and resulting safety issues. (Sanchez testimony.)

Facts concerning retaliation for/interference with concerted activity.

9. In or about late December 2006, a petition (Exhibit 4, "Petition.") was created and circulated by an unknown Admissions PT, signed by approximately twenty-seven (27) Admissions PTs, and submitted to management and supervisory personnel overseeing PTs working in admissions. (Exhibits 5 and 16.)
10. The Petition raised several concerns: (1) disparate treatment in denying Admissions PTs' leave requests; (2) disparate treatment in requiring Admissions PTs to work mandatory overtime in the Extended Care department; and (3) safety concerns resulting from requiring Admissions PTs to care for Extended Care patients with whom they are unfamiliar.

11. The Petition does not state what action was desired from management, and does not reference the Union. However, it was clear from the Petition that the PTs were unhappy regarding the terms and conditions of their employment, and wanted things changed. (Roth testimony.)
12. Although the Union played no role in creating, circulating or submitting the Petition, the signatory PTs involved were engaged in concerted action regarding terms and conditions of employment.
13. In response to the Petition, management scheduled a "mandatory meeting" with the PTs for December 22, 2006, with two days notice. (Exhibit 3.) The meeting was called upon the recommendation of Mr. Gallegos, for the purpose of clarifying what the employees wanted and "problem solving." (Gallegos and Roth testimony.) Management believed a response was necessary to prevent employee dissatisfaction from becoming even worse.
14. Thereafter, several PTs contacted the Union area representative, Maria Sanchez, because they were upset and frightened by the scheduling of the mandatory meeting, believing it could or would lead to some form of disciplinary action or other retaliation.
15. The meeting notice appeared to be specifically directed towards the Petitioners, because its stated purpose was to discuss "your petition." However, no threat was intimated concerning the failure or inability to attend the instant meeting, and no one was disciplined for signing the Petition. (Montano testimony.)
16. The meeting was canceled on December 21, 2006 upon objection from the Union area representative. (Exhibits 2 and testimony.)

Facts concerning interference with the exclusive representative.

17. From mid-2006 to the circulation of the Petition, Union area representative Ms. Sanchez and other Union representatives repeatedly met and/or otherwise communicated with NMBHI management regarding terms and conditions of bargaining unit members, including the terms and conditions addressed in the Petition. (Exhibit 11 and Sanchez testimony.)
18. During these prior communications between the Union area representative and management, the Union repeatedly objected to management's failure to notify Union area representatives of meetings between management and bargaining unit employees that concerned terms and conditions of employment. (Sanchez testimony.)
19. At least two PTs—Adam Chavarria and Patrick Gurule—are local union officers and/or stewards, so the local Union had actual notice of the December 22, 2006 meeting. (Roth and Johnson testimony.) However, NMBHI management did not notify Ms. Sanchez, as instructed by the area representative.

DISCUSSION

I. Retaliation for or Interference with Concerted Activity.

A. Submission of the instant petitions was protected concerted activity.

As a threshold matter, I conclude that PEBA protects peaceful concerted activity for mutual aid and support to the same extent as does the NLRA.

The employee activity presented here was not associated with union activity. Nonetheless, the National Labor Relations Act (NLRA), 29 USC §§ 141, *et seq.*, protects not only union-related activity but also "other concerted activities … for the purpose of

collective bargaining or other mutual aid or protection." *Id.* at § 7, 29 USC § 157. Comparing PEBA to the NLRA, I conclude that the protections provided by PEBA are sufficiently similar to those provided by the NLRA to warrant the inference that the New Mexico Legislature intended to protect public employees engaged in more general concerted activities, not only those activities performed to assist a labor organization. *See Regents of UNM v. NM Federation of Teachers*, 125 NM 401 (1998) (that the PELRB will give great weight to interpretations of the NLRA where the relevant provisions are "the same or closely similar" to those of PEBA).

Specifically, § 5 of PEBA guarantees public employees other than management and confidential employees the right to "form, join or assist a labor organization for the purpose of collective bargaining through representatives chosen by public employees without interference, restraint or coercion," while § 7 of the NLRA guarantees covered employees the right "to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection..." *Compare* NMSA § 10-7E-5 and 29 USC § 157. The two provisions provide for basically the same rights and the differences in text in PEBA appear to be directed to streamlining the language utilized in the NLRA, rather than limiting or narrowing the enunciated rights. *See Michaels v. Anglo Am. Auto Auctions*, 117 NM 91, 94 (1994) (remedial statutes are to be given a liberal construction to effect their purpose). Moreover, to hold otherwise would be to presume that the Legislature intended public employees to have such rights only to the extent they were or sought to be affiliated with a labor organization, while the further § 5 right to refuse to form, join or assist a labor organization belies such an intent.

Second, I find that the signing and submission of the instant Petition was protected concerted activity for mutual aid and protection, because it was peaceful and concerned improvement of PTs' conditions of employment, such as leave usage, overtime, and safety. *See* Developing Labor Law (5th Ed.) at 197-198, 207-208, 235.

B. Calling a mandatory meeting does not constitute retaliation or interference with the Petition

Nonetheless, the claim is dismissed because the Union has failed to demonstrate that adverse employment action was taken as a result of the signing and submission of the Petition, or that the Department otherwise interfered with the PTs' right to engage in concerted activity.

It is undisputed that a mandatory meeting was called. *See* Exhibit 3. Additionally, although the notice of the meeting was formally directed to "all psych techs," the notice would probably and reasonably have been understood by the PTs to be addressed specifically to the signatories of the Petition, since its stated purpose was "to review and discuss your signed petition." *Id.* (emphasis added). Finally, there was testimony that the signatories were frightened and upset about the meeting, and that the calling of the meeting may have had a chilling effect since a previous petition circulated in 2006 was perceived by employees to have resulted in retaliation, and since no petitions have been signed since notice of the December 22 mandatory meeting was published.

However, even assuming a causal connection between the calling of the meeting and the lack of further petitions, the calling of a mandatory meeting does not constitute either retaliation or interference under PEBA, although it may be that it would have lead to retaliation or interference. Rather, retaliation and interference charges concern actions having a concrete impact on job status, wages, hours, or terms and conditions of

employment, such as adverse employment action or changes in policies or working conditions. Examples of such actions, if motivated by anti-Union animus or "inherently destructive" of labor rights, include discipline or discharge; threats of and/or loss of benefits; interrogation or polling of employees; coercive requests for statements or documents submitted to a labor agency; surveillance of employees; threats of suits or the filing of bad faith lawsuits against employees; work transfers; or plant closings or relocations. *See* Developing Labor Law (5th Ed.) at 136-137, 163164, 178-179; 190-191, 193, 293-296, 307-315.

Here, no threats were made or intimated to the employees about either what would occur at the meeting, or what would result from failure to attend the meeting, while many meetings were styled "mandatory," but employees—including union officers—regularly failed to attend them without adverse consequence. It may be that, had this meeting gone forward, management might have said or done something therein that would constitute retaliation or interference. The meeting, however, was cancelled upon objection from the Union area representative, Maria Sanchez.

In any event, it is just as likely on this record that the sole purpose of the meeting was, as the management witnesses testified, to seek clarification of the PTs concerns and discuss their resolution. As the Department's witnesses observed, the Petition did not state clearly what was wanted from management. Nor did the Petition indicate that management should address the PTs' concerns through the Union representatives.

It is true that negotiations regarding a change in terms and conditions of employment must be conducted with an exclusive representative, and that direct dealing with employees may demonstrate hostility to the collective bargaining process.

However, the PPC asserts separate claims for the calling of the meeting and the refusal to notify or involve the Union, *see* PPC ¶¶ 18-19, and I cannot say it is *per se* retaliation or interference with PEBA rights to engage in concerted activity, to seek to merely discuss directly with the PTs—who include several local Union stewards—their concerns raised in a petition that was itself directly presented to management by the employees. *Distinguish* Georgia Power Company, 342 NLRB 192 (2007) (defining "direct dealing" as communicating directly with union-represented employees to the exclusion of the union <u>for the purpose of establishing or changing</u> terms and conditions of employment). Indeed, on this record it appears that management was simply being responsive to the PTs' efforts at concerted activity, and that the concerted activity therefore had the desired effect.

C. Evidentiary value of union animus and intimidation, lack of subsequent petitions, and cancellation of meeting upon Union objection is rejected.

As found above, NMBHI has for several years suffered from tense and antagonistic labor-management relations. Management has expressed anti-union sentiments. Mr. Gallegos with H.R. has expressed to some employees that the present working conditions were the fault of the Union, and that if they did not like certain things they could "go cry to the Union about it." He also told Ms. Sanchez that the employer "did not have these problems before the Union came in." In January or February of 2007, Ms. Johnson, the Executive Nursing Administrator, expressed to Ms. Montano and other employees that if they did not like the present working conditions they could quit because there were numerous other job applicants willing to fill their spots.

There is also, rightly or wrongly, a perception of generalized union-based discrimination or retaliation. In her capacity as Union area representative, Ms. Sanchez has been informed of several instances of allegedly discriminatory treatment, such as marking union members as being on leave without pay for being several minutes late; changing employees' work schedules for the worse, after such employees protested a violation of the CBA and told management they would talk to the Union about it; and demeaning employees who worked as Union stewards. Moreover, several employees have been terminated under suspicious circumstances, after signing a similar petition and/or after seeking help from the Union for work related issues. (Montano and Sanchez testimony.)

Much of the testimony regarding discrimination was anecdotal in nature or based on "office gossip," and therefore lacked sufficient indicia of reliability to be given any weight as to the issue of NMBHI's intent in calling the mandatory meeting. In contrast, the specificity of the anti-union or anti-employee statements attributed to NMBHI management by first-hand witnesses gives them considerable credibility. Although the management witnesses denied making the statements attributed to them, I find they had a bias in testifying and I do not therefore credit their denial.

Nonetheless, union animus alone—even strong union animus—cannot support a claim of improper retaliation or interference with PEBA rights, absent a showing of adverse employment action or adverse change of employment conditions and a nexus between that and the alleged animus. In suggesting that animus alone is sufficient, the Union confuses intent element—and the principle that anti-union sentiment may support an inference of intent to discriminate—with the element of harm, *e.g.*, an actual

discriminatory action. The only harm suggested is the "chilling effect" the calling of the meeting had on future petitions, but this harm is completely speculative because there is no evidence that the PTs would have presented another petition had the December 22 meeting not been called. In any event, as discussed above, such an amorphous harm is not what is protected against by the prohibitions against retaliation and interference.

Finally, I reject the Union's contention that canceling the meeting upon receipt of the area representative's objection constitutes proof of intent to intimidate employees from engaging in further concerted action merely by scheduling the meeting in the first place. Rather, NMBHI management acted appropriately in canceling the meeting upon receipt of the Union's objection and to do otherwise would have constituted a violation of PEBA. *See infra.*

II. Interference with PTs' right to be represented by the Union area representative.

Notwithstanding the conclusion that merely scheduling or holding a meeting to discuss issues raised directly by the employees does not amount to retaliation or interference, there is a preponderance of evidence that NMBHI interfered with the PTs' right to be represented by the Union's area representative in this matter.

It is undisputed that NMBHI did not give Ms. Sanchez, the area representative, advance notice of the December 22 meeting. The Local or the "Union" as a generalized entity had actual notice of the December 22 meeting, because PT shop stewards were given notice. *See, e.g., Gratiot Community Hospital v. NLRB*, 51 F.3d 1255 (6th Cir. 1995) (that the union receives actual notice of matters where employees who are union officers are so notified along with other employees). However, Ms. Sanchez testified that she had on numerous occasions informed management of the need and expectation that

she, as the area representative, be notified of and included in any meetings with bargaining unit employees concerning terms and conditions of employment.

The failure to notify the area representative after receiving notice that it was expected, raises serious concerns because there are good and important reasons for having an area representative in the first place. Ms. Sanchez testified that area representatives "work for" the local union and its officers and bargaining unit members, indicating the area representative is inferior to the local representative, and suggesting in turn that notice to the local representatives may be sufficient. However, the area representative—being a full-time employee of the Union—likely has greater knowledge about and experience in collective bargaining. The area representative also has greater objectivity and autonomy than local representatives because he or she is in a more arms' length relationship to management, not being subject to their supervision and control as are local representatives.

Accordingly, where the employer has been put on notice that the area representative requires advance notice of and involvement in meetings concerning terms and conditions of employment, the employer does not discharge its duty to deal with employees through their exclusive bargaining representative by providing actual notice to local representatives incidental to providing notice to all other bargaining unit employees. *See NLRB v. Pepsi Bottling Co. of Fayetteville, Inc.*, 24 Fed. Appx. 104, 114-115 (4th Cir. 2001) citing *Roll & Hold Warehouse & Distr. Corp.*, 325 N.L.R.B. 41, 42 (1997), and *Roll & Hold Warehouse & Distr. Corp.*, 162 F.3d 513, 519 (7th Cir. 1998) (all rejecting the actual notice standard of *Gratiot* because a union's role in the collective

bargaining process is wholly undermined when it learns of matters touching on the terms and conditions of employment incidentally upon notification to all employees).

Management's defenses that the area representative was not prohibited from attending the December 22 meeting and that the PTs did not request the area representative's presence at staff meetings all miss the point that NMBHI must respect the instructions of the exclusive bargaining agent's representatives for communicating with employees about terms and conditions of employment. Moreover, it was a gross misperception of NMBHI's duties under PEBA to conclude, as management witnesses purported to conclude, that NMBHI did not need to notify Ms. Sanchez of the meeting because it did not concern "union business." Under collective bargaining law, vacation benefits and overtime are mandatory subjects of bargaining, being related to both wages and hours, and their allegedly routine and/or discriminatory denial or imposition is an inherently substantial, material and significant term and condition of employment. *See, e.g.,* Developing Labor Law (5th Ed.) at 1264-1265, 1294-1295, 1299; *Alamo Cement Co.*, 281 NLRB 737, 738 (1986). The NLRB has also rejected the contention that safety regulation is a management function and concern, and classified it squarely as a mandatory subject of bargaining. *Id.* at 1318-1319. Therefore, it follows that the instant Petition regarding leave usage, overtime and safety concerned "union business," and that NMBHI was obliged to notify the area representative of the meeting pursuant to her prior instructions.

It is true that the meeting could also have been accurately described and understood by management to be a "staffing meeting," which the Union was not generally entitled to attend and had neither objected to not being invited to nor requested

to be invited to, according to the testimony of Mr. Roth, Ms. Tweed and Ms. Johnson testimony. Like other staffing meetings, it would have concerned patient care and safety, and work policies and job duties. However, that does not alter that fact that it also concerned terms and conditions of employment, and was thus of concern to the union business, and that the area Union representative had previously objected to not being in attendance at meetings concerning terms and conditions of employment.

Finally, Jeff Gallegos, the Assistant Human Resources Director and NMBHI's point of contact for communicating with the Union, testified that he "could not get a hold of Maria Sanchez to invite her" to the meeting. Mr. Gallegos, more than any other management witness, was aware of NMBHI's duty to invite the area representative to meetings concerning terms and conditions of employment, and his testimony suggests that he had tried and failed to reach Ms. Sanchez prior to scheduling the meeting. However, Mr. Gallegos does not testify to that directly and all other testimony from him and other management witnesses indicates he sought to contact Ms. Sanchez only after the notice was posted and Ms. Sanchez called him and left a message objecting to the meeting. Thus, I reject Mr. Gallegos' testimony in this regard, which appears to be self-serving and misleading, while his demeanor even on the stand appeared hostile to the Union and to the instant proceedings.

CONCLUSIONS OF LAW

1. Section 5 of PEBA protects concerted activity engaged in for mutual aid and protection concerning the improvement of terms and conditions of employment.
2. Submission of the instant petition was protected concerted activity.

3. Calling a mandatory meeting to discuss the Petition did not constitute retaliation for or interference in the exercise of, PEBA rights, under Sections 19(B) or 19(E) of PEBA.
4. Failure to give notice of a mandatory employee meeting concerning terms and conditions of employment to a particular Union official known by the employer to require such notice constitutes interference with the Union's status as exclusive representative, and interference in the collective bargaining relationship, in violation of Sections 15(A), 19(C) and 19(G) of PEBA.

ORDER

Based on the forgoing findings of fact and conclusions of law, I hereby recommend to the PELRB that the Department be ORDERED as follows:

- to cease and desist from such conduct in the future; and
- to post a Notice drafted by this office that states the PEBA sections violated, the nature of the offence, and that the Department is ordered to cease and desist from such conduct in the future.

REQUEST FOR REVIEW

Pursuant to PELRB Rule 11.21.3.19, within 10 business days after service of this Report any party may file a request for Board review. The request for review shall state the specific portion(s) of the Report or the previously issued decision on the Department's Motion to Dismiss to which exception is taken, and the factual and/or legal basis for such exception. The request may not rely on any legal arguments not presented at the hearing. The request must be served on all other parties. Within ten business days

after service of a request for review, any other party may file and serve on all parties a response to the request for review.

Issued in Albuquerque, New Mexico this 30th day of August, 2007.

Pilar Vaile, Deputy Director
Public Employee Labor Relations Board

APPENDIX

SUMMARY OF EVIDENCE[1]

- Testimony of Toni Montano, Admissions Unit PT.
- Testimony of Maria Sanchez, AFSCME Council 18 area representative.
- Testimony of Al Roth, Adult Psychiatric Division Nursing Administrator.
- Testimony of Frances Tweed, House Nurse Administrator.
- Testimony of Debra Johnson, Executive Nurse Administrator.
- Testimony of Jeffrey Gallegos, Assistant Human Resources Director.
- Exhibit 1, Ms. Johnson's 1/8/07 response to Petition.
- Exhibit 2, notice of meeting.
- Exhibit 3, notice of meeting cancellation.
- Exhibit 4, Petition.
- Exhibit 5, list of persons to whom Petition was submitted.
- Exhibit 6, charts concerning PT staffing.
- Exhibit 7, A. Roth memo regarding telephone conversation with AFSCME representative.
- Exhibit 8, F. Tweed memo regarding telephone conversation with AFSCME representative.
- Exhibit 9, A. Roth chart concerning PT staffing.
- Exhibit 11, memo regarding 5/31/07 and 6/7/07 staff meetings.
- Exhibit 12, Organizational chart.

[1] One series of numbers was used to identify both the Department's and the Union's Exhibits. Exhibits 3, 4 and 5 were joint exhibits, Exhibit 11 was a Union exhibit and the Department tendered all other exhibits. Previously marked Department Exhibit 10 was a series of memos that was broken down and individual memos were introduced separately as Exhibits 11 through 23, as used at trial.

- Exhibit 13, memo to all nursing staff regarding chain of command.
- Exhibit 14, memo to all PTs regarding job satisfaction survey.
- Exhibit 15, memo to management team regarding results of survey.
- Exhibit 16, clarification memo to all nursing staff concerning staff ratio.
- Exhibit 17, memo to all nursing staff concerning staff ratio.
- Exhibit 18, memo to management team regarding overtime and other matters.
- Exhibit 19, memo to management team regarding overtime and other matters.
- Exhibit 20, memo to management team regarding overtime and other matters.
- Exhibit 21, memo to all PT Supervisors regarding mandatory meeting.
- Exhibit 22, memo to certain nurses regarding mandatory meeting.
- Exhibit 23, letter regarding annual and sick leave granted to PTs.