

STEWART WEINBERG  
DAVID A. ROSENFIELD  
WILLIAM A. SOKOL  
BLYTHE MICKELSON  
BARRY E. HINKLE  
JAMES J. WESSER  
THEODORE FRANKLIN  
ANTONIO RUIZ  
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ASHLEY K. IKEDA •  
LINDA BALDWIN JONES  
PATRICIA A. DAVIS  
ALAN G. CROWLEY  
KRISTINA L. HILLMAN ..  
EMILY P. RICH  
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CONCEPCION E. LOZANO-BATISTA  
CAREN P. SENCER  
ANNE I. YEN  
KRISTINA M. ZINNEN  
JANNAH V. MANANSALA  
MANUEL A. BOGUES ...  
KERIANNE R. STEELE ..  
GARY P. PROVENCHER  
EZEKIEL D. CARDER ....  
MONICA T. GUIZAR  
SHARON A. SEIDENSTEIN  
LISL R. DUNCAN

## WEINBERG, ROGER & ROSENFIELD

### A Professional Corporation

800 Wilshire Blvd, Suite 1320  
Los Angeles, CA 90017  
TELEPHONE (213) 380-2344  
FAX (213) 443-5098

JACOB J. WHITE  
SEAN D. GRAHAM  
JOLENE KRAMER  
STEPHANIE L. MARIN  
ANTHONY J. TUCCI  
ROBERT E. SZYKOWNY  
MICHAEL D. BURSTEIN  
ALEJANDRO F. DELGADO  
MINSU D. LONGIARU .....

VINCENT A. HARRINGTON, Of Counsel  
PATRICIA M. GATES, Of Counsel  
ROBERTA D. PERKINS, Of Counsel  
NINA FENDEL, Of Counsel

• Admitted in Hawaii  
• Also admitted in Nevada  
• Also admitted in Illinois  
• Also admitted in New York  
• Also admitted in New York and Michigan

RECEIVED

MAR 06 2015

March 3, 2015

SEIU LOCAL 521  
FRESNO, CA

Tom Abshere  
Director  
SEIU Local 521  
5228 East Pine Avenue  
Fresno, CA 93727

Re: SEIU Local 521 and Golden Valley Health Centers  
Case No. 32-RC-142107  
-Certification of Results

Dear Mr. Abshere:

Enclosed please find for your records the NLRB's Certification of SEIU Local 521 as the representative of the Behavioral Health employees at Golden Valley Health Centers, Inc. Because we filed for an *Armour-Globe* election, the Behavioral Health employees are now included in the existing bargaining unit that SEIU Local 521 represents at GVHC.

Congratulations again on this victory!

Please do not hesitate to contact me should you have any questions.

Sincerely,



Sean D. Graham

SDG:mg  
opeiu 3 afl-cio(1)  
131873/801343

Enclosure

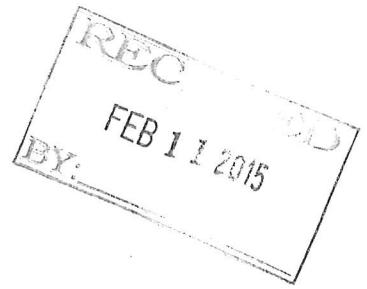
cc: Jason Thompson (w/encl)

ALAMEDA OFFICE  
1001 Marina Village Parkway, Suite 200  
Alameda, CA 94501-1091  
TEL 510.337.1001 FAX 510.337.1023

SACRAMENTO OFFICE  
428 J Street, Suite 520  
Sacramento, CA 95814-2341  
TEL 916.443.6600 FAX 916.442.0244

HONOLULU OFFICE  
Union Plaza  
1136 Union Mall, Suite 402  
Honolulu, HI 96813-4500  
TEL 808.528.8880 FAX 808.528.8881

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 32



GOLDEN VALLEY HEALTH CENTERS, INC.

Employer

and

Case 32-RC-142107

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 521

Petitioner

**TYPE OF ELECTION: STIPULATED**

**CERTIFICATION OF RESULTS OF ELECTION**

An election has been conducted under the Board's Rules and Regulations among the following group of employees of the Employer to determine if they desired to be included in the existing unit of all non-professional employees currently represented by Service Employees International Union, Local 521.

**UNIT:** All full-time and regular part-time probationary and non-probationary behavioral health clinicians, associate social workers, and psychiatrists, and all full-time and regular part-time probationary and non-probationary baccalaureate social workers, compulsive disorder specialists, cultural brokers, and cultural broker coordinators employed by the Employer at all its facilities located in the State of California, excluding all other employees of the Employer, including but not limited to the homeless program care coordinator, assistant director of behavior, clinical director of behavioral health services, and excluding independent contractors, managerial employees, substitute employees, confidential employees, guards, and supervisors as defined in the Act.

The Tally of Ballots shows that Service Employees International Union, Local 521 has been designated by the employees in the above unit as their collective bargaining representative. No timely objections have been filed.

As authorized by the National Labor Relations Board,

It is certified that Service Employees International Union, Local 521 may bargain for the employees in the above unit as part of the unit of employees which it currently represents. The professional employees did wish to be included with nonprofessional employees in a unit for the purposes of collective bargaining.



February 6, 2015

/s/ George Velastegui

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George Velastegui  
Regional Director, Region 32  
National Labor Relations Board

## NOTICE OF BARGAINING OBLIGATION

In the recent representation election, a labor organization received a majority of the valid votes cast. Except in unusual circumstances, unless the results of the election are subsequently set aside in a post-election proceeding, the employer's legal obligation to refrain from unilaterally changing bargaining unit employees' terms and conditions of employment begins on the date of the election.

The employer is not precluded from changing bargaining unit employees' terms and conditions during the pendency of post-election proceedings, as long as the employer (a) gives sufficient notice to the labor organization concerning the proposed change(s); (b) negotiates in good faith with the labor organization, upon request; and (c) good faith bargaining between the employer and the labor organization leads to agreement or overall lawful impasse.

This is so even if the employer, or some other party, files objections to the election pursuant to Section 102.69 of the Rules and Regulations of the National Labor Relations Board (the Board). If the objections are later overruled and the labor organization is certified as the employees' collective-bargaining representative, the employer's obligation to refrain from making unilateral changes to bargaining unit employees' terms and conditions of employment begins on the date of the election, not on the date of the subsequent decision by the Board or court. Specifically, the Board has held that, absent exceptional circumstances,<sup>1</sup> an employer acts at its peril in making changes in wages, hours, or other terms and conditions of employment during the period while objections are pending and the final determination about certification of the labor organization has not yet been made.

It is important that all parties be aware of the potential liabilities if the employer unilaterally alters bargaining unit employees' terms and conditions of employment during the pendency of post-election proceedings. Thus, typically, if an employer makes post-election changes in employees' wages, hours, or other terms and conditions of employment without notice to or consultation with the labor organization that is ultimately certified as the employees' collective-bargaining representative, it violates Section 8(a)(1) and (5) of the National Labor Relations Act since such changes have the effect of undermining the labor organization's status as the statutory representative of the employees. This is so even if the changes were motivated by sound business considerations and not for the purpose of undermining the labor organization. As a remedy, the employer could be required to: 1) restore the status quo ante; 2) bargain, upon request, with the labor organization with respect to these changes; and 3) compensate employees, with interest, for monetary losses resulting from the unilateral implementation of these changes, until the employer bargains in good faith with the labor organization, upon request, or bargains to overall lawful impasse.

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<sup>1</sup> Exceptions may include the presence of a longstanding past practice, discrete event, or exigent economic circumstance requiring an immediate response.