



UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with the NLRB Regional Director of the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT		
a. Name California Nurses Association/National Nurses Organizing Committee	b. Union Representative to contact Roseanne DeMoro, Exec. Dir.	
c. Telephone No. 510-273-2200	d. Address (street, city, state and ZIP code) 2000 Franklin Street, Oakland, CA. 94612	
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (list subsections) <u>(1)(A)</u> of the National Labor Relations Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
SEE ATTACHED SHEETS-- RELIEF UNDER SECTION 10(j) REQUESTED		
3. Name of Employer Tenet Healthcare Corporation and Cypress Fairbanks Medical Center	4. Telephone No. Tenet - 469-893-2200 CyFair - 281-890-4285	
5. Location of plant involved (street, city, state and ZIP code) Tenet: 13737 Noel Rd., Dallas, TX. 75240 CyFair: 10655 Steepletop Dr., Houston, TX 77065	6. Employer representative to contact Trevor Fetter, Tenet CEO Lorensa Bridges-Keyes, CyFair HR Dir.	
7. Type of establishment (factory, mine, wholesaler, etc.) Hospital	8. Identify principal product or service Health care	9. Number of workers employed Thousands
10. Full name of party filing charge Esther Marissa Cuellar		
11. Address of party filing charge (street, city, state and ZIP code)  Katy, TX. 77449	12. Telephone No. 	
13. DECLARATION		
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.		
By <u>Glenn Taubman</u> (signature of representative or person making charge)	_____ Attorney (title or office, if any)	
Address National Right to Work Legal Def. Fdtn. Suite 600, 8001 Braddock Rd., Springfield, VA 22160	(703) 321-8510 (Telephone No.)	08/11/08 (date)

1. Charging Party is a nurse employed at Cypress Fairbanks Medical Center, a hospital in Houston, Texas that is owned and operated by Tenet Healthcare Corporation.

2. The California Nurses Association/National Nurses Organizing Committee (“CNA/NNOC”) has unionized the Cypress Fairbanks nurses, and is attempting to unionize nurses at many other Tenet-owned hospitals in Texas. To assist the CNA/NNOC in these efforts, Tenet signed a neutrality agreement, called an “Election Procedures Agreement” (“EPA”), with CNA/NNOC. The EPA calls for “consent elections” to be held by the NLRB if CNA/NNOC chooses to file an election petition for any of the covered hospitals. However, the EPA provides that all pre-election procedures (such as determining the scope of the unit or the supervisory status of individual nurses) and all post-election procedures (such as objections and challenges to the conduct of the election) will be adjudicated and decided by a private “arbitrator,” outside of the purview of the NLRB.

3. Subverting the NLRB’s role and processes: In effect, the EPA between Tenet and CNA/NNOC strips the NLRB of its traditional role as the overseer of “laboratory conditions” for NLRB elections, and instead makes the Board nothing but a powerless ballot counter. By this agreement, Tenet and the CNA/NNOC are able to receive the Board’s blessing of a formal “certification” over an election result, while simultaneously preventing the Board from making a proper certification decision because the Board is cut out of all pre- and post-election decision making (but for the rote action of counting ballots). This conduct by Tenet and CNA/NNOC at Cypress Fairbanks and other hospitals violates the NLRA because it re-writes the Act and renders the Board a nullity, while stripping employees of their freedom to choose or reject Tenet’s hand-picked favored union, the CNA/NNOC. The EPA is inherently destructive of employees’ rights under Sections 7 and 9 of the NLRA. It is through this illegitimate process that the CNA/NNOC was able to claim representation rights for the Cypress Fairbanks nurses.

4. Organizing assistance: The CNA/NNOC received unlawful support and assistance from Tenet at Cypress Fairbanks. For example, the EPA mandates that Tenet provide the CNA/NNOC with employee lists and personal information, and broad access to nurses in the hospital. This same assistance and support was denied to nurses who opposed the CNA/NNOC or favored other unions or nursing associations.

5. Contractually mandated gag: Under the Supreme Court’s decision in Chamber of Commerce v. Brown, 128 S. Ct. 2408 (2008), employees have a Section 7 right to “refuse to join unions, which implies an underlying right to receive information opposing unionization.” The actions of Tenet and CNA/NNOC in whole and in part destroy these employee rights, by contractually limiting in advance what Tenet is able to tell employees about the CNA/NNOC and its motives and purposes. While Tenet may not be required to say anything about the union under Section 8(c) of the Act, its contractual agreement in

advance to say only what the union allows and to gag its own supervisors from responding to employee requests for information violates the employees' Section 7 rights and provides unlawful support to the employer's favored union.

6. Disparate treatment: The EPA blatantly requires viewpoint discrimination in favor of the CNA/NNOC against employees who oppose that union or favor other unions or associations. In February 2008, individual nurses and groups of nurses opposing the CNA/NNOC were allowed to use space in the hospital to propagate their message and viewpoint. However, at the demand of the CNA/NNOC, these anti-CNA/NNOC nurses were forbidden to meet in the hospital to propagate their message opposing CNA/NNOC representation. On or about February 26, 2008, and other dates, Tenet wantonly and grossly discriminated against nurses who oppose the CNA/NNOC by revoking their previously-granted ability to meet in the hospital. Similarly, nurses expressing anti-CNA/NNOC views were forbidden from using hospital walls, spaces and bulletin boards to propagate their message, as opposed to those nurses advocating pro-CNA/NNOC messages. These and related acts, taken at the behest of the CNA/NNOC under the terms of the EPA, constitute blatant viewpoint discrimination and constitute unlawful employer support and assistance to a hand-picked union.

7. Pre-recognition bargaining: Among the terms of the EPA is an agreement that "binding interest arbitration" will be imposed in order to conclude a first contract between Tenet and the CNA/NNOC. This agreement for "binding interest arbitration of first contracts" constitutes unlawful pre-recognition bargaining under Majestic Weaving Co., 147 NLRB 859 (1964), as it pre-negotiates a substantive term and condition of employment for units of employees before the union represents an uncoerced majority of those employees. Similarly, the EPA also pre-negotiates whether particular employees are supervisors or employees, and thus the parties determine these nurses' status before the union represents an uncoerced majority of those employees. This and other provisions of the EPA constitute unlawful pre-recognition bargaining under Majestic Weaving Co.

8. The above acts and omissions, and related ones, threaten, restrain and coerce the Charging Party and similarly situated employees in the exercise of their Section 7 right to refrain from collective activity, and constitute unlawful employer support, assistance, domination and discrimination in favor of CNA/NNOC.

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c. Address (street, city, state, ZIP code) Tenet: 13737 Noel Rd., Dallas, TX. 75240 CyFair: 10655 Steepletop Dr., Houston, TX 77065	d. Employer Representative Trevor Fetter, Tenet CEO Lorena Bridges-Keyes, CyFair HR Director	e. Telephone No. Tenet - 469-893-2200 CyFair - 281-890-4285
f. Type of establishment (factory, mine, wholesaler, etc.) Hospital	g. Identify principal product or service Health care	

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2) and (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED SHEETS—RELIEF UNDER SECTION 10(j) REQUESTED

By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Esther Marissa Cuellar

4a. Address (street and number, city, state and ZIP code) [REDACTED] Katy, TX 77449	4b. Telephone No. [REDACTED]
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5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By *Glenn M. Taubman* **Glenn M. Taubman** Attorney
(signature of representative or person making charge) (title or office, if any)
Address **National Right to Work Legal Def. Fdtn.** (703) 321-8510 08/11/08
Suite 600, 8001 Braddock Rd., Springfield, VA 22160 (Telephone No.) (date)

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2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

SEE ATTACHED SHEETS- RELIEF UNDER SECTION 10(j) REQUESTED

3. Name of Employer Tenet Healthcare Corporation and Park Plaza Medical Center	4. Telephone No. Tenet - 469-893-2200 Park Plaza - 713-52-5000
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10. Full name of party filing charge
Linda D. Bertrand

11. Address of party filing charge (street, city, state and ZIP code) [REDACTED] Houston, TX. 77014	12. Telephone No. [REDACTED]
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13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By Glenn Taubman Attorney
(signature of representative or person making charge) (title or office, if any)

Address National Right to Work Legal Def. Fdn. (703) 321-8510 08/11/08
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Linda D. Bertrand

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[REDACTED] Houston, TX 77014

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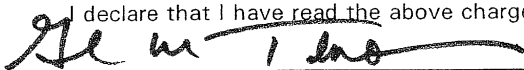
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Attorney

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