

Joined Party.

February 14, 1983

¹The Association of American Medical Colleges also filed

Association filed an unfair practice charge against the University alleging it had violated Government Code subsections 3571(a) and (b) and section 3585 of the Higher Education Employer-Employee Relations Act (HEERA or Act),² by ceasing

an informational brief as amicus Curiae against PNHA's exceptions to the hearing officer's proposed decision.

²HEERA is codified at Government Code section 3560 et seq. All statutory references are to the Government Code unless otherwise indicated.

Section 3571 states in pertinent part:

It shall be unlawful for the higher education employer to:

(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.

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Section 3585 states:

In the absence of an arrangement pursuant to Section 3583, an employer shall, upon written authorization by the employee involved, deduct and remit to the exclusive representative, or in the absence of an exclusive representative to the employee organization of the employee's choice, the standard initiation fee, periodic dues, and general assessments of such organization, until such time as an exclusive representative has been selected for the employee's unit. Thereafter, deductions shall be made only for the exclusive representative.

to make payroll dues deductions on behalf of PNHA for the housestaff³ in the University's post-graduate medical training programs.

The hearing in this matter commenced on October 2, 1979, and concluded on October 25, 1979, after 10 nonconsecutive days of hearing.

The Union of American Physicians and Dentists (UAPD) filed an application for joinder as a party to this unfair practice proceeding under title 8, California Administrative Code, section 32665. Subject to certain limitations on its participation in the hearing, UAPD's request for joinder was granted.

In addition, permission was granted to the California Medical Association to file an informational brief in support of PNHA's position pursuant to title 8, California Administrative Code, section 32210. The Association of American Medical Colleges similarly was granted permission to file an informational brief in support of the University's position.

³ AS used in this decision and as agreed to by the parties, the terms "house officers" or "housestaff" include residents who have a Medical Doctor degree and are training for a medical specialty. Also included are "clinical fellows" who are training for a medical subspecialty. However, the status of certain clinical fellows who are selected by, and who work independently with, an individual faculty member are not, by agreement of the parties, at issue here.

In his proposed decision, the hearing officer dismissed the charge against the University, finding that housestaff are student employees whose services are subordinate to their educational objectives and thus excluded from coverage under HEERA. Consequently, the Association is not entitled to payroll dues deductions.

The Board has carefully reviewed the record in light of the parties' exceptions and adopts the findings of fact set forth by the hearing officer in the proposed decision as being free of prejudicial error. However, the Board reverses the hearing officer's conclusions of law as discussed below.

Issues

The parties stipulated to the following issues:

1. Are house officers, who are paid by the University while participating in a residency program at a clinic, institute or hospital owned or operated by the University, "employees" as defined by subsection 3562(f) of HEERA?

2. If so, did the University violate subsections 3571(a), (b), and/or section 3585 of the Act by refusing to make authorized payroll deductions on behalf of PNHA on or about August 1, 1979; and, if a violation is found, what is the appropriate remedy?

Discussion

The issue of whether housestaff are "employees" for purposes of the Act is one of first impression for the Board.

Subsection 3562(f) of HEERA, which defines the term "employee," provides that:

"Employee" or "higher education employee" means any employee of the Regents of the University of California . . . The board may find student employees whose employment is contingent on their status as students are employees only if the services they provide are unrelated to their educational objectives, or, that those educational objectives are subordinate to the services they perform and that coverage under this chapter would further the purposes of this chapter. (Emphasis added.)

It is undisputed that the services provided by housestaff are related to their educational objectives. Therefore, a finding that housestaff are "employees" must be based on the second of the tests set forth in subsection 3562(f). Housestaff will be found to be "employees" if it is determined that: first, the educational objectives underlying their duties are subordinate to the services they perform; and second, coverage furthers the purposes of the Act.

This two-pronged test must be applied to the facts in this case. As the hearing officer outlined, and the record indicates, housestaff generally spend more than three-fourths of their time in clinical activities, often reacting to life-threatening situations with little or no supervision.⁴

⁴Dr. David Daehler, assistant professor, the Department of Family Practice at U.C. Davis located at the Medical Center in Sacramento, testified that the cases of a first year house officer are jointly reviewed initially with the attending

On the average, the majority of rotations demand an 80 hour work week. However, housestaff may work periods of 90 to 100 hours a week during the approximately 80 percent of the time they are engaged in clinical activities (for example, in orthopedic surgery, in the medicine wards and the medical intensive care units).⁵ Housestaff, therefore, are providing a service that is of primary benefit to the patients and the hospital, not just themselves.⁶

Moreover, the record demonstrates that the educational benefits housestaff derive from their activities are incidental and therefore subordinate to the primary health care services they provide the patients. Housestaff perform a variety of

physician (attending) and house officer. The second and third year house officers are licensed by the State of California to practice medicine and need little or no supervision. When attendings are consulted, it is at the discretion of the individual house officer. Dr. Michael Drennan, a third year house officer in family practice testified he consults his attending at his discretion and that during the last two and a half years, such consultation has occurred less than ten percent of the time.

⁵Although housestaff may work up to 90 to 100 hours a week while engaged in clinical activities, 40 to 50-hour work weeks are not uncommon when they are engaged primarily in research activities.

⁶Housestaff provide direct patient care and in this way free attending physicians to take responsibility for more patients. Hospitals and attending physicians are able to maintain constant stand-by physician services for all patients at a lower cost than might otherwise be possible. In fact, an attending physician testified that he prefers to work in a hospital which is affiliated with a teaching institution because of the availability of around-the-clock delivery of care provided in large part by housestaff.

procedures which medical students are not allowed to perform. Those procedures may include the performance of bone marrow biopsies, intubation, running of respirators, drawing blood, cardiopulmonary resuscitation (including endotracheal intubation), physical examinations, and the administration of dangerous drugs.

Housestaff provide professional guidance to more junior colleagues and may lead work rounds with the interns, medical students, and others in order to examine patients, discuss the treatment plan for the day, and write orders to be carried out that day. In performing any procedures requiring the assistance of nurses and technicians, housestaff direct those employees in the performance of their duties. Some of the patients may be admitted, treated, and discharged without ever having been personally seen by an attending physician.⁷

Graduate medical training programs are governed by the "Essentials of Accredited Residencies" contained in the Directory of Accredited Residencies 1975-76 (The Essentials). The Essentials state that the qualifications of the resident

⁷Dr. Edward Kelley, orthopedic surgeon and an attending physician, testified that the relationship between attendings and housestaff, particularly with second and third year house officers, is one of mutual respect between professional colleagues. He recounted an incident where a house officer overruled a procedure he had ordered while an attending physician because it was not in the best interest of the patient. Dr. Kelley was grateful to the house officer for his input because his suggested treatment had a positive bearing on the patient's treatment.

staff should leave no doubt as to their competence to accept the assignment, since the primary obligation of the hospital must be for the patients' welfare. That the clinical responsibilities of housestaff are paramount is also evidenced by the fact that staff are free to miss grand rounds,⁸ a significant didactic⁹ function, whenever they deem their clinical responsibilities to be more important.¹⁰

Respondent argues that we must focus on the educational purpose of the University-hospital affiliation. While The Essentials do state that the primary purpose of the residency program is educational, we do not consider this statement as relevant to the Board's inquiry. The purpose of the The Essentials is to guide hospitals in the development and maintenance of effective residency programs. It is not

⁸Grand rounds are available to housestaff, and are attended by faculty and community physicians as well.

⁹The parties stipulated that the term "didactic activities" means formal teaching sessions, where there's a recognized "teacher" and a recognized "student".

¹⁰Dr. Joel Addelson, a pediatric resident at U.C. San Francisco, indicated that grand round conferences are held primarily for the benefit of attending physicians. Attendance at grand rounds by housestaff is not mandatory, and is entirely contingent on whether housestaff have time to take away from their immediate patient care duties to be present at the conference. Dr. Addelson testified he has had to miss, depending on the service, from 40 to 75 percent of the conferences offered him because of patient care responsibilities. The record also indicates that house officers have had responsibility for leading the presentation at grand round conferences when the house officer has a certain expertise which other physicians may not possess.

concerned with the statutory question of whether housestaff are "employees" within the meaning of HEERA. Hence, the characterization of residency programs as primarily educational in The Essentials is of little probative value in assisting the Board in making its determination.

Moreover, it is a characteristic of any entry level position that considerable on-the-job training will be provided. Indeed, the educational process does not terminate upon the acquisition of an M.D. or other advanced degree.¹¹ As Dr. David Daehler, assistant professor, Department of Family Practice at the Medical Center in Sacramento, indicated, it is a continuous and life-long process because the field is continually changing.

In addition, housestaff evidence employment characteristics which indicate the emphasis which the University itself places on their employment status.¹² Housestaff do not complete registration forms processed by the registrar's office.

¹¹Business and Professions Code section 2101.6 sets out the continuing education requirements for physicians. Attendance at grand round conferences may be used to meet such requirements.

¹²Of course, there are factors which indicate some student characteristics, including the fact that the University does not make a deduction for state unemployment insurance benefits for housestaff, they are not included within the University retirement system, nor are social security payments made on their behalf. However, these are not sufficient in scope or breadth to counter the paramount role of housestaff's clinical activities and their indicia of employment.

Housestaff do fill out a form entitled either "Change in Employment Status" or "Personnel Action Form." Housestaff sign these employment forms in the box designated for "employee signature."¹³ Housestaff also receive compensation in the form of monthly payroll checks, as a quid pro quo for the services they provide. They receive step increases plus cost-of-living increases while on the payroll. Workers compensation insurance is paid by the University for housestaff who receive payment from the University. Also, the compensation housestaff receive is subject to federal and state income tax withholding.¹⁴

¹³A change in employment status form was submitted into evidence for Dr. Drennan, a resident in family practice and a witness for the charging party. Box number 9 (nine) has various classifications under "U.C. student status," including the designations, from left to right, "Grad.," "Undergrad." and "Not Regist." The box that was marked for Dr. Drennan was the "not registered" box.

¹⁴Rev. Rul. 56-101, 1956-1 C.B. 89; Rev. Rul. 57-386, 1957-2 C.B. 107; Rev. Rul. 72-469, 1972-2 C.B. 79 (amplifying Rev. Rul. 57-386, 1957-2 C.B. 107); Rev. Rul. 68-520, 1968-2 C.B. 58.

A frequently litigated question is whether payments received by housestaff are excludable from gross income as fellowships within the meaning of section 117 of the Internal Revenue Code. Although section 117 provides that scholarships and fellowships can be excluded from gross income, payments made to housestaff have been characterized as compensation for services rendered and are not considered to be within the section 117 scholarship exclusion. Parr v. United States (5th Cir. 1973) 469 F.2d 1156; Hembree v. United States (4th Cir. 1973) 464 F.2d 1262; Quast v. United States (8th Cir. 1970) 428 F.2d 750; Tobin v. United States (S.D. Tex. 1971) 322 F. Supp. 239; Wertzberger v. United States (W.D. Mo. 1970) 315

Except for a few residents, housestaff are paid through the payroll desk while research fellows, postdoctorate fellows, and others who do not have federal income tax withheld are paid through the stipend desk.¹⁵

Housestaff receive evaluations instead of grades. In turn, they evaluate the attending physicians who supervise their work. They evaluate attending physicians in terms of the following: availability, basic background knowledge in the field of medicine, and understanding of the latest literature.

According to The Essentials, the relationship between housestaff and hospital should be a contractual one with salary and benefits explicitly set forth. The Directory lists the following specifications to be contained in the contract: terms, salary; conditions for living quarters, meals, and laundry; provisions for malpractice and health insurance; vacations; hours of duty or how hours are determined; and the content of the educational phase of the residency.

F.Supp. 34, aff'd per curiam, 441 F.2d 1166 (8th Cir. 1971); William K. Rundell (1971) 30 T.C.M. (CCH) 177; J.J. Proskey (1969) 51 T.C. 918.

¹⁵The University contends the stipends paid are not to be equated with compensation for services rendered but are more like a scholarship which if not provided would constitute hardship for the housestaff. We think the contention is fallacious. Scholarships and fellowships are applied for on an individual basis and are designed to meet individual needs. Housestaff salaries are paid uniformly to all residents irrespective of need and as a condition of employment.

Respondent refers to the low expectation of continued employment and to the mobility of some programs where housestaff are often required to rotate to non-u.C. hospitals as factors indicating that a stable collective negotiating relationship cannot be established. We reject this argument because the duration of employment does not deprive interns of coverage under the Act, as long as their clinical duties predominate over the educational objectives while employed.

The University urges us to follow the precedent established by the National Labor Relations Board (NLRB) in Cedars-Sinai Medical Center (1976) 223 NLRB No. 57 [91 LRRM 1398], motion for reconsideration denied, 224 NLRB No. 90 [92 LRRM 1302], and St. Claire's Hospital and Health Center (1977) 229 NLRB 1000 [95 LRRM 1180], in which the NLRB held that housestaff are primarily students and therefore not employees entitled to the protections of the National Labor Relations Act (NLRA).¹⁶

¹⁶The NLRA is codified at 29 U.S.C, section 151 et seq. in St. Claire, the NLRB attempted to clarify its holding in Cedars. The rationale of the majority was that the student-teacher relationship is not at all analogous to an employer-employee relationship. The former is a mutual interest, the latter is characterized by conflicting interests. The majority also presented a historical overview of NLRB decisions, identifying four classifications. The majority put housestaff in the following category: students employed by their school in a capacity related to their educational goals. These are excluded from other units and from separate representation. They are primarily students, not employees. Some prior NLRB decisions, which denied bargaining rights to student workers using the "primarily student" rationale, are distinguishable since the workers in those cases

Section 2(3) of the National Labor Relations Act states that the term "employee" is meant to include "any employee . . . unless the Act explicitly states otherwise," and proceeds to delineate those categories of employees excluded from the definition. Thus, although "students" are not included in the statutory exclusions and the policy underlying the nonstatutory exclusions does not reach "students,"¹⁷ the NLRB nonetheless decided that housestaff were primarily students and therefore not "employees" within the meaning of section 2(3) of the NLRA.

The construction of similar or identical provisions of the NLRA may be used to guide interpretation of the HEERA. See,

were primarily engaged in traditional academic pursuits. They were enrolled in formal course work, paid tuition, worked few hours, and lacked other indicia of employment. See Adelphi University (1972) 195 NLRB No. 107 [79 LRRM 1545, 1548]; Leland Stanford Junior University (1974) 214 NLRB No. 82 [87 LRRM 1519].

PNHA challenged the NLRB's decision by filing suit in the District Court, District of Columbia, arguing the NLRB had abused its discretion in not finding housestaff to be employees under the NLRA. In PNHA v. Murphy, 443 F.Supp. 806 [97 LRRM 2444], the issue was whether the District Court had jurisdiction to review the decision of the NLRB to exclude housestaff from coverage. The District Court held that it lacked jurisdiction because the issue did not come within the exception to the non-reviewability of representation decisions established by Leedom v. Kyne, 358 U.S. 184 [43 LRRM 2222]. PNHA appealed the District Court's ruling, but the Court of Appeals for the District of Columbia affirmed the decision of the District Court and ruled that the NLRB acted within its jurisdiction. Physicians National Housestaff Assn, v. Fanning (D.C. Cir. 1980) 642 F.2d 492 [104 LRRM 2940].

¹⁷The nonstatutory exclusions are confidential and managerial employees.

e.g., San Diego Teachers Assn, v. Superior Court (1979) 24 Cal.3d 1 [154 C.R. 893]; Firefighters Union v. City of Vallejo (1974) 12 Cal.3d 608, 616 [116 C.R. 507]. The Board need not follow NLRB precedent in the instant case because the relevant statutory provisions are dissimilar. The most significant difference between HEERA and the NLRA is that the statutory language under HEERA specifically provides for a definition of "employee" which incorporates the term "student." By doing so, it is clear that the California Legislature contemplated that students in California higher education may at the same time be "employees."

We note that the weight of authority in other jurisdictions has been to grant housestaff negotiating rights under their respective statutes. For example, in Long Beach Veterans Administration Medical Center (12/29/81) 7 FLRA No. 66, [] the Federal Labor Relations Authority (Authority) found housestaff to be "employees" within the meaning of section 7103 of the Federal Service Labor Management Relations Act [5 USC No. 71]. The Authority indicated that the employer had declared with respect to its housestaff program that the methods for accomplishing educational objectives were essentially the same as those for accomplishing patient care objectives, and that The Essentials required that housestaff be integrated into the medical staff as true colleagues. Thus, in the Authority's view, there was nothing inherent in the status

of housestaff as graduate medical students or trainees which precluded a finding that they were also "employees" of the Medical Center. Although the definition of "employee" under the Federal Labor Relations Act differs from our own, we find the rationale expressed by the Authority persuasive.¹⁸

Based on the considerable amount of time housestaff spend on clinical activities and direct patient care, the nature of the procedures they perform with little or no supervision, the professional guidance they provide for interns, medical students and other hospital employees such as nurses and

¹⁸Other state public employment boards have considered the issues of collective negotiating rights for housestaff. Notwithstanding the NLRB line of cases, the vast majority of states addressing the question of housestaff rights have held that housestaff are employees within the meaning of their respective collective statutes and thus eligible to negotiate collectively. See, e.g., House Officers Assn. v. University of Nebraska Medical Center (1977) 198 Neb. 697 [255 N.W.2d 258, 95 LRRM at 3346]; City of Cambridge, Cambridge House Officers Assn. (1976) 2 M.L.C. 1450 (Massachusetts Labor Cases); Regents of the University of Michigan v. Michigan Employment Relations Commission (1973) 389 Mich. 96 [204 N.W.2d 218, 82 LRRM 2909]; Wyckoff Heights Hosp. (1971) 34 S.L.R.B. No. 81; Albert Einstein College of Medicine of Yeshiva University (1970) 33 S.L.R.B. No. 86; Bronx Eye infirmary, Inc. (1969) 33 S.L.R.B. No. 21; but see, e.g., Interns and Einstein Medical Center (1976) 369 A.2d 711 [92 LRRM 3410]. We note that none of the statutes involved in these cases had provisions concerning persons with a dual status of student and employee. The two state supreme courts which decided this issue (Michigan and Nebraska) each noted the lack of any reason to except students due to their student status. In City of Cambridge, Cambridge House Officers Association, the Massachusetts Labor Commission explicitly rejected the NLRB's determination that "student" and "employee" status are mutually exclusive and accepted the premise that dual employee/student status is not inimical to collective negotiating rights.

technicians, and the indicia of employment that characterize housestaff as employees rather than students, we find that the educational objectives of the residency program are subordinate to the delivery of services housestaff provide.

The second aspect of the two-pronged test to determine whether housestaff are "employees" within the definition of HEERA is to ascertain if coverage would further the purposes of the Act. One of the specifically stated purposes of HEERA is to provide the means by which relations between each higher education employer and its employees may assure that the responsibilities and authorities granted to the separate institutions under the Constitution and by statute are carried out in an atmosphere which permits the fullest participation by employees in the determination of conditions of employment which affect them. (Subsection 3560(e)).

It is undisputed that housestaff work long hours and often long shifts. It is logical for there to be a correlation between quality of care and hours and working conditions. Coverage of housestaff under the Act will thus provide them with the opportunity to participate fully in the determination of the conditions of employment which affect them such as wages and working hours.¹⁹

¹⁹Coverage will also afford the parties with a legal mechanism for resolving their differences, and minimize or eliminate the potential for strikes because of the orderly and

While the scope of negotiations provided by HEERA has yet to be determined, we note that the negotiating relationship may encompass a variety of interests beyond the traditional subjects of wages and hours. Such is the case with medical professionals. For example, family practice physicians, utilizing a multi-discipline approach to the delivery of health care, may be concerned about having the proper facilities and equipment to treat their patients. Psychiatrists may be vitally interested in the amount of time allowed for diagnostic testing and evaluation as well as the test battery itself. All doctors are presumably concerned with available diagnostic and treatment equipment, facilities and procedures. Yet hospital policy directed from "above" may conceivably create conflict between professional concerns and managerial decision making. Such conflicts are often best resolved by the "mediatory influence of collective bargaining." See Anaheim Unified High School District (10/28/81) PERB Decision No. 177.

Thus, the educational mission of the University as it relates to the delivery of the highest quality of health care services and research is best served by granting housestaff the collective negotiation rights outlined in HEERA.

clearly defined procedures established in the Act for meeting and conferring and the resolution of impasse, which the parties must exhaust in an attempt to resolve their differences.

The University also argues that affording housestaff coverage under HEERA will infringe upon the educational objectives of residency programs. Nothing presented by the University has persuaded us that the process of collective negotiating cannot realistically coexist with effective residency programs.

In enacting HEERA, EERA, and SEERA, the California Legislature evidenced an intent to afford collective negotiating rights to a majority of public sector employees. Affording housestaff coverage under HEERA will provide them with a comprehensive and legal mechanism for the resolution of disputes which will have a salutary effect on the nature of the relationship between housestaff, the hospitals and the University and will thus further the purposes of the Act.

VIOLATION AND REMEDY

The University terminated the dues deductions on or about August 1, 1979. PNHA was notified that the University did not consider housestaff to be "employees" within the meaning of the Act and that PNHA was not an employee organization entitled to such deductions. As a result, dues were not withheld from the monthly paychecks received by PNHA's members on or about August 1, 1979 and thereafter at the medical schools at Irvine, San Francisco, and Davis.

HEERA provides an absolute guarantee of dues deductions,²⁰ unlike the NLRA which leaves the issue to the collective negotiating arena.

Since housestaff are "employees" within the meaning of the Act, we find the University has breached the rights established in section 3585 by refusing to make authorized payroll deductions on behalf of PNHA since on or about August 1, 1979. The termination of the dues deduction on behalf of PNHA by the University therefore constitutes a violation of subsection 3571(b) by denying PNHA its statutory right to receive dues deductions. Fresno Unified School District (4/30/82) PERB Decision No. 208. We also find a concurrent violation of subsection 3571(a). Therefore, PNHA is entitled to recover dues lost when the University terminated as of August 1, 1979, the payroll dues deductions of PNHA members employed by the University, for such time as PNHA members

²⁰Section 3585 states:

In the absence of an arrangement pursuant to Section 3583, an employer shall, upon written authorization by the employee involved, deduct and remit to the exclusive representative, or in the absence of an exclusive representative to the employee organization of the employee's choice, the standard initiation fee, periodic dues, and general assessments of such organization, until such time as an exclusive representative has been selected for the employee's unit. Thereafter, deductions shall be made only for the exclusive representative.

continued to be employees of the University, provided that PNHA did not personally collect such dues from its members through other means. See, Seneca Environmental Products, (1979) 243 NLRB No. 77 [102 LRRM 1055]; and NLRB v. Shen-Mar Food Products, Inc. (1979) 568 P.2d 665 [CA. 9], 221 NLRB No. 219 [91 LRRM 1122]. The Board Remands to the chief administrative law judge the determination of the exact amount of dues that PNHA lost as a result of the University's unlawful termination of authorized payroll deductions.

ORDER

Upon the foregoing facts, conclusions of law and the entire record in this case, it is found that the Regents of the University of California have breached the rights established in section 3585 and have therefore violated subsections 3571(a) and (b) of the Higher Education Employer-Employee Relations Act, I. It is hereby ORDERED that the Regents and its representatives shall:

A. CEASE AND DESIST FROM:

1. Refusing to make payroll dues deductions for the housestaff in the University's post-graduate medical training programs at the medical schools at Irvine, San Francisco, and Davis on behalf of Physicians National Housestaff Association in violation of subsections 3571(a) and (b) of the Higher Education Employer-Employee Relations Act.

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

1. When the exact amount of dues owed is ascertained, the University is required to reimburse the Physicians National Housestaff Association for the dues it actually lost when the University terminated as of August 1, 1979 the payroll dues deductions of PNHA members employed by the University for such time as the PNHA members continued to be employees of the University and whose dues the Association did not personally collect.

2. Within five (5) workdays of the date of service of this Decision, post at all locations where notices to housestaff are customarily placed copies of the Notice attached as Appendix A hereto, signed by an authorized agent of the Regents. Such posting shall be maintained for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to insure that the Notices are not reduced in size, altered, defaced or covered with any other material.

3. At the end of the posting period, notify in writing the San Francisco regional director of the Public Employment Relations Board of the actions the Regents have taken to comply with this Order.

II. The Board REMANDS to the chief administrative law judge the determination of the exact amount of dues that PNHA lost as

a result of the University's unlawful termination of authorized payroll deductions.

Chairperson Gluck and Member Jaeger joined in this Decision.

APPENDIX A

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-1-H Physicians National Housestaff Association v. Regents of the University of California, in which all parties had the right to participate, it has been found that the Regents of the University of California have violated subsections 3571(a) and (b) of the Higher Education Employer-Employee Relations Act (HEERA) by ceasing to make payroll dues deductions for housestaff.

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

A. CEASE AND DESIST FROM:

1. Refusing to make payroll deductions for the housestaff in the University's post-graduate medical training programs at the medical schools at Irvine, San Francisco, and Davis on behalf of Physicians National Housestaff Association in violation of subsections 3571(a) and (b) of the Higher Employer-Employee Relations Act.

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

1. When the exact amount of dues owed is ascertained, the University will reimburse the Physicians National Housestaff Association for the dues it actually lost when the University terminated as of August 1, 1979 the payroll dues deductions of PNHA members employed by the University for such time as the PNHA members continued to be employees of the University and whose dues the Association did not personally collect.

Dated:

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By _____
Authorized Representative

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