

**Gardena Buena Ventura, Inc., d/b/a Alondra Nursing Home and Convalescent Hospital and Hospital and Service Employees Local 399, Service Employees International Union, AFL-CIO. Case 31-CA-8314**

May 29, 1979

**DECISION AND ORDER**

BY MEMBERS JENKINS, MURPHY, AND TRUESDALE

On February 14, 1979, Administrative Law Judge Timothy D. Nelson issued the attached Decision in this proceeding. Thereafter, Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.<sup>1</sup>

**ORDER**

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Gardena Buena Ventura, Inc., d/b/a Alondra Nursing Home and Convalescent Hospital, Gardena, California, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, except that the attached notice is substituted for that of the Administrative Law Judge.

<sup>1</sup> In its exceptions to the Administrative Law Judge's Decision, Respondent, *inter alia*, seeks modification of par. 2(b) of the recommended Order which states, "Upon the Union's request, cancel any unilateral changes made on or after its July 1, 1978, assumption of operations . . ." Respondent requests a modification of the Order to include cancellation of only so much of the wage increases as was in excess of that required by state law. Our Order herein is not to be construed as permitting the Union to demand cancellation of any portion of the increase in wages which is compelled by state minimum wage requirements. Nor is our Order to be construed as requiring Respondent to cancel any wage increase without a request from the Union.

In affirming the Administrative Law Judge, Chairman Fanning also relies on the views expressed in his opinion in *Spruce Up Corporation*, 209 NLRB 194 (1974).

**APPENDIX**

**NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government**

After a hearing during which all parties had the opportunity to present their evidence and arguments, it has been found that we violated the National Labor Relations Act and must remedy that violation. In accordance with the Board's Order, we hereby notify our employees as follows:

The National Labor Relations Act gives employees the following rights:

- To organize themselves
- To form, join, or support unions
- To bargain as a group through a representative they choose
- To act together for collective bargaining or other mutual aid or protection
- To refrain from any of the above activities except to the extent that the employees' bargaining representative and their employer have a bargaining agreement which has a lawful requirement that employees become union members.

In recognition of these rights, we hereby further notify our employees that:

**WE WILL NOT** refuse to recognize and bargain collectively with Hospital and Service Employees Local 399, Service Employees International Union, AFL-CIO (herein the Union), as the exclusive collective-bargaining representative of employees in the following unit:

**Included:** All dietary employees, maids, janitors, storekeepers, maintenance employees, grounds keepers, orderlies, nurses aides, licensed vocational nurses, and laboratory helpers employed at Alondra Nursing Home and Convalescent Hospital in Gardena, California.

**Excluded:** All professional employees, including physicians and registered nurses, all office clerical employees, guards, and supervisors as defined in the Act.

**WE WILL NOT** discontinue or change terms and conditions of employment of employees in the above-described unit without first giving notice to and affording the Union an opportunity to bargain about discontinuing or changing those terms and conditions of employment.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights, as set forth above.

guaranteed by the National Labor Relations Act.

WE WILL immediately recognize and, upon request, bargain collectively in good faith with the Union as your exclusive representative respecting rates of pay, wages, hours of work, or other terms and conditions of employment and, if an understanding or agreement is reached, upon request, embody the terms of such understanding or agreement in a signed, written document.

WE WILL, upon the Union's request, cancel any changes which we made after taking over operations of Alondra Nursing Home and Convalescent Hospital respecting rates of pay, wages, hours of work, or other terms and conditions of employment in the unit and reinstate such rates and terms and conditions as existed when we took over such operations, and WE WILL make whole any employees in the unit for any losses sustained as a result of any such changes, with interest.

GARDENA BUENA VENTURA, INC., D/B/A  
ALONDRA NURSING HOME AND CONVALESCENT HOSPITAL

## DECISION

### STATEMENT OF THE CASE

TIMOTHY D. NELSON, Administrative Law Judge: This case was heard at Los Angeles, California, on January 9, 1979, based on original charges filed on August 24, 1978,<sup>1</sup> by Hospital and Service Employees Local 399,<sup>2</sup> Service Employees International Union, AFL-CIO (herein called the Union) and a complaint dated October 16 by the Regional Director for Region 31 of the National Labor Relations Board (herein called the Board). The complaint alleged, in substance, that Gardena Buena Ventura, Inc., d/b/a Alondra Nursing Home and Convalescent Hospital (herein called Respondent), Gardena, California, violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act) by refusing to recognize and bargain with the Union after it took over operation of Alondra Nursing Home and Convalescent Hospital (the Hospital) on July 1, under circumstances where the Union had been the representative of an essentially "wall-to-wall" unit of nonprofessional and nonsupervisory employees when Respondent's predecessor had operated the Hospital.

Upon the entire record,<sup>3</sup> and consideration of post-hearing briefs timely filed by all parties, I make the following:

<sup>1</sup> All dates are in 1978, unless otherwise noted.

<sup>2</sup> Name amended at hearing to correct typographical error appearing in earlier pleadings and formal papers which referred to Local "300."

<sup>3</sup> In addition to the briefs and formal papers, the record herein consists solely of a written stipulation of facts, with appended exhibits, received in evidence as Jt. Exh. 1, together with certain supplemental and clarifying factual stipulations entered into orally at the hearing by counsel for the respective parties. No witnesses testified.

## FINDINGS OF FACT

### I. JURISDICTION

Respondent is subject to the Board's jurisdiction and is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act, it having been stipulated by the parties that Respondent's operations involve, on a projected basis, annual receipts in excess of \$100,000 from its operation of the Hospital, together with monthly receipts of Medicare payments in excess of \$50,000. The Union is a labor organization within the meaning of Section 2(5) of the Act, as the parties have also stipulated.

#### A. Events and Circumstances Associated with Respondent's Assumption of Operations

##### General Background

The "Hospital," as used herein, consists of a building and medical equipment on Rosecrans Avenue in Gardena, California, owned by an entity known as Paramount Medical Enterprises (Paramount). Before July 1, Paramount had leased the Hospital for a term of 10 years to Gardena Health Services, Inc. (Gardena). Effective July 1, Gardena terminated its leasehold interest in the Hospital and Respondent acquired the same under a negotiated arrangement with Paramount providing for a 5-year lease, with option to purchase. Both Gardena and Respondent operated the Hospital under the "Alondra" business name.

Before the takeover, the Union and Gardena had been parties to a written, 3-year collective-bargaining agreement with a scheduled expiration date of September 14, covering a comprehensive unit of employees, which the parties stipulated, and I find, to be an appropriate unit for collective-bargaining purposes, described in said agreement as follows:

Included: All dietary employees, maids, janitors, store-keepers, maintenance employees, grounds keepers, orderlies, nurses aides, licensed vocational nurses, and laboratory helpers [employed by Gardena at the Hospital].

Excluded: All professional employees, including physicians and registered nurses, all office clerical employees, guards and supervisors as defined in the Act.

### II. PRE- AND POST-TAKEOVER UNIT COMPLEMENTS

The parties' written stipulation refers to total staff complements at the Hospital at various times before, at, and after takeover, together with the numbers of persons employed in various bargaining unit classifications (see generally, Jt. Exh. 8, par. 8, and clarifying oral stipulations at transcript pages 8-11). Extrapolating with the aid of said clarifying stipulations, Gardena's bargaining unit complement immediately before takeover was 80 employees. Immediately after takeover, for reasons not evident from the record, while all of the unit employees were former employees of Gardena (Jt. Exh. 1, par. 8(b)), the unit complement

totalled only 57.<sup>4</sup> Evidently, about 23 Gardena employees were either discharged, laid off, or they resigned incidental to the takeover.

Thereafter, on unspecified dates between July 1 and September 25, Gardena hired a total of 58 persons in unit classifications, although the unit complement did not increase by anything near that number since substantial numbers of them, totalling 21, were "terminated" at unspecified dates during the same period. (Jt. Exh. 1, par. 8(d), and see clarifying stipulation and discussion at transcript page 10.<sup>5</sup>)

Notwithstanding this post-takeover hiring (and firing) spurt, the record reflects that former Gardena employees continued to constitute the numerical majority of unit employees during the same period.<sup>6</sup> Thus, the parties stipulated that, as of September 25, out of a total unit complement of 87 employees,<sup>7</sup> 48 had been employed as of July 1 and were former employees of Gardena (Jt. Exh. 1, par. 8(e), and see previously cited clarifying stipulations).

#### *Respondent's Post-Takeover Changes*

Immediately upon takeover, Respondent's administrator, Keith Fortune, posted a notice to employees (Jt. Exh. 1, appended "exhibit 2") at the Hospital on stationery bearing the letterhead, "Alondra Nursing Home & Convalescent Hospital" containing the following text:

#### **ALL EMPLOYEES**

Effective July 1, 1978, Alondra Nursing Home was taken over by a new company, Gardena Buena Ventura, Inc. The new company has filed for a new nursing home license from the California Department of Health.

All prior contracts, commitments and agreements entered into by the prior owners were automatically cancelled as of June 30, 1978.

The new owners have structured pay rates in the facility differently than what they were prior to July 1, 1978. Most of you will see this reflected in your new paychecks.

The new management is interested in good patient care and happy employees. If any of you have ideas on how to improve either, please let us know.

/s/ Keith Fortune

Mr. Keith Fortune, Administrator

Consistent with that announcement, substantial numbers of unit employees thereafter received wage increases (Jt. Exh. 1, par. 8(c)). The Union was not notified of, nor consulted about, these increases before their implementation. Consistent with Respondent's contention herein that it has no obligation to deal with the Union, it has acted unilaterally in all matters affecting unit employees' wages and other terms and conditions of employment.<sup>8</sup> The record does not show whether any employees suffered losses as a result of any post-takeover changes.

Other post-takeover changes from Gardena's operation of the Hospital consisted of the following stipulated facts and events: Keith Fortune was installed as administrator, replacing an unnamed Gardena predecessor. Of the six pre-existing departments, new personnel have been designated department heads in three of them, and a seventh department—social services—has been created by Respondent. Respondent has also entered into contractual relationships with new, "outside" consultants in the dietary, medical records, physical therapy and occupational therapy departments at higher rates of pay than those paid by Gardena to counterpart consultants under the old operation. In addition, Respondent has entered into new "patient transfer agreements"<sup>9</sup> with various area hospitals with which Gardena had also had such agreements, and has also entered into such agreements with two other hospitals with whom Gardena had not had such agreements. Moreover, as previously noted, Respondent's leasehold interest in the Hospital is different from Gardena's in that it is for a 5-year term, with a purchase-option feature. Finally, Respondent has expended \$35,000 of a total projected expenditure of \$60,000 in "refurbishing and furnishing" the offices, lobby and patients' rooms, including new wallpaper and panelling, fresh coats of paint, some new floorings, and the acquisition of \$5,000 worth of oil paintings.

### III. ANALYSIS AND CONCLUSIONS

Contrary to Respondent's contentions discussed below, I conclude that, in assuming the operations of the Hospital on July 1 under the circumstances outlined above, Respondent assumed the obligations imposed upon a "successor" employer, as set forth by the Supreme Court in *N.L.R.B. v. Burns International Security Services, Inc.*, 406 U.S. 272 (1972), and that the rights of the Hospital's employees to collective representation were not curtailed by what amounted here to "... a mere change of employers or of ownership in the employing industry . . ." *Burns, supra* at

<sup>4</sup> An additional four persons formerly employed by Gardena in non-unit positions were retained in non-unit jobs after takeover (*Ibid.*).

<sup>5</sup> Certain errors in the transcript are hereby noted and corrected.

<sup>6</sup> Respondent does not specifically argue otherwise, although its brief contains somewhat cryptic assertions in this regard (e.g., that "... respondent did not hire a majority of Gardena's employees when compared with the total employees hired by respondent during the period July 1, 1978 to and including September 25, 1978." (Resp. br. p. 4.) Such a comparison is misleading for reasons noted, *supra*, and is not pertinent to the successorship questions raised herein (see discussion, *infra*). Nor is Respondent's defense based on a claim (itself having no record support) that former Gardena employees constituted less than a majority of the post-takeover unit complement (see discussion, *infra*).

<sup>7</sup> This figure is presumed to represent the approximate "full" or "normal" complement under Respondent's operation, absent evidence to the contrary—which evidence it would be expected Respondent would have introduced had the eventual "full complement" been any greater than the numbers stipulated to exist as of September 25. Moreover, such a presumption is consonant with the stipulated fact that the pre-takeover complement was roughly the same size, i.e. 80, and the fact that nothing in this record would suggest that Respondent had substantially increased the scope of its operations, thereby requiring a significantly larger complement than that required by Gardena.

<sup>8</sup> By letters dated August 2 and August 22, the Union sought recognition and bargaining with Respondent, the August 22 letter also containing an offer to submit authorization cards for third-party verification of the Union's majority support. Respondent ignored those requests.

<sup>9</sup> Stipulated at the hearing to be bilateral arrangements between a hospital and a nursing home setting terms for transfer of patients from nursing home to hospital, or vice versa.

279. Accordingly, it is concluded that Respondent was under a legal obligation to recognize and bargain with the Union in the established unit when it succeeded Gardena as the operator of the Hospital and the employer of the employees who worked there.

In seeking a contrary ruling, Respondent places emphasis in its brief on the fact that, unlike the situation in *Burns*, *supra*, the Union had not been recently "certified" by the Board as the employees' representative.<sup>10</sup> Respondent's reliance on this point is misplaced. The cited passage from *Burns* plainly did not purport to limit the Board's application of the successorship doctrine solely to situations involving "certified"—let alone "recently certified"—labor organizations. The Board has so held, with the approval of reviewing courts, in cases, as here, involving unions whose representative status derived from prior recognition, rather than certification. See, e.g., *Eklund's Sweden House Inn, Inc.*, 203 NLRB 413, 416 (1973); *Stockton Door Co., Inc.*, 218 NLRB 1053, 1054 (1975), *enfd.* 547 F.2d 489 (9th Cir. 1976); see also *Potter's Drug Enterprises, Inc., d/b/a Potter's Chalet Drug and Potter's Westpark Drug*, 233 NLRB 15 (1977), *enfd.* 584 F.2d 980 (9th Cir. 1978).

While not linked to specific argument or citation to authority, Respondent also emphasizes in its brief the "changes" which it instituted upon its takeover of the Hospital. Suffice it to say that such "changes" as expenditures for interior decorating, replacement of some (but not all) department heads, acquisition of new and higher-paid consultants, and entering into "patient transfer" arrangements with two more hospitals than Gardena had used, neither affected the continuing appropriateness of the established bargaining unit,<sup>11</sup> nor in any other manner materially affected the basic "continuity" of the hospital enterprise whose operation Respondent assumed. *Howard Johnson Co., Inc. v. Detroit Local Joint Executive Board*, 417 U.S. 249 (1974); see also, e.g., *Boston-Needham Industrial Cleaning Co., Inc.*, 216 NLRB 26, 27 (1975); *C.M.E., Inc.*, 225 NLRB 514 (1976); *Potter's Drug Enterprises, supra* at 17, fn. 4. Similarly, the fact of Respondent's unilateral grant of wage increases to many employees in the bargaining unit after takeover, absent some showing (never made herein) that the increases were linked to substantial changes in unit employees' job duties or functions, or to substantial operational changes affecting the continuing appropriateness of the bargaining unit, does not alter the essential continuity of the employment relationship for purposes of application of the doctrine of successorship. *Foodway of El Paso, a Division of Kimbell Foods, Inc.*, 201 NLRB 933, 936-937 (1973).<sup>12</sup>

<sup>10</sup> Citing language in *Burns, supra* at 281, in which the Court stated that there was "... little basis for faulting the Board's ... ordering the [successor] employer to bargain with the incumbent union [under circumstances] ... where the bargaining unit remains unchanged and a majority of the employees hired by the new employer are represented by a recently certified bargaining agent ..." (Emphasis supplied.)

<sup>11</sup> *Burns, supra* at 280, fn. 4.

<sup>12</sup> Moreover, inasmuch as it is found hereafter that Respondent's obligation to bargain with the Union concerning, *inter alia*, unit employees' pay rates, had attached immediately upon its assumption of hospital operations on July 1, Respondent may now be heard to say that its illegal, unilateral grant of pay increases affords a basis for finding that it never was under a duty to bargain with the Union.

The complaint asserts that Respondent's violation of Section 8(a)(5) of the Act commenced on July 1, the takeover date, thereby implicitly suggesting that the bargaining duty attached on that date.<sup>13</sup> I agree.

This case involves one of the situations discussed in *Burns* in which it was "perfectly clear"<sup>14</sup> at the point of takeover that Respondent's complement of employees in a continuing appropriate unit would be composed, in the main, of employees of the predecessor. Nor does Respondent argue otherwise. Under such circumstances, Respondent's obligation was to "... consult with the employees' bargaining representative before ... [fixing initial] terms" of employment,<sup>15</sup> and that obligation was breached by the unilateral announcement and grant of wage increases immediately following Respondent's assumption of operations.

Having concluded for the reasons discussed above that the complaint has been sustained and that Respondent's asserted defenses are without merit, I hereby render the following:

#### CONCLUSIONS OF LAW

1. Respondent, Gardena Buena Ventura, Inc., d/b/a Alondra Nursing Home and Convalescent Hospital, Gardena, California, is an employer within the meaning of Section 2(2) of the Act, engaged in commerce and in a business affecting commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union, Hospital and Service Employees Local 399, Service Employees International Union, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. The following-described unit of Respondent's employees is an appropriate one for collective-bargaining purposes:

Included: All dietary employees, maids, janitors, storekeepers, maintenance employees, grounds keep-

<sup>13</sup> The date on which such duty attached is of some significance since Respondent admittedly instituted wage rate changes on a unilateral basis immediately upon takeover.

<sup>14</sup> *Burns, supra* at 294-295. Problems in interpretation and application of the cited passage sometimes occur in cases where, unlike here, the post-takeover complement is initially composed of mostly predecessor employees due to an unusual and drastic shrinkage from the unit's "normal" size, but the eventual "full complement" proves to consist of a majority of "new hires." See and compare, e.g., differing Board and court approaches in *Pacific Hide & Fur Depot, Inc.*, 223 NLRB 1029 (1976), *enforcement denied* 553 F.2d 609 (9th Cir. 1977). No such problem is posed herein where the successor's eventual unit complement of 87 (as of September 25) was not significantly greater than the pre-takeover complement of 80, and all of the unit employees as of July 1, i.e. 57, were carried over from the predecessor operation. It was, therefore, "perfectly clear" at takeover that any post-takeover hiring needed to bring the unit back to full strength would not involve the hire of so many new employees as to undermine the evident "majority" existing at the point of takeover. Thus, while I would be bound to follow the Board's approach in any case, nothing in the present analysis would appear to conflict with the admonition of the Ninth Circuit that these determinations are not to be made "... by the application of a mathematical formula but only by considering the facts of each case in light of the general goal which is sought—to assure majority rule within the new employer's unit ..." *Pacific Hide & Fur, supra* at 613. Put another way the temporary reduction in size of the immediate post-takeover complement herein was so "slight" as to be "... presumed not to affect the majority status of the representative." *Fabsteel Company of Louisiana*, 231 NLRB 372, 378 (1977), *enfd.* 587 F.2d 689 (5th Cir. 1979).

<sup>15</sup> *Ibid.*

ers, orderlies, nurses aides, licensed vocational nurses, and laboratory helpers employed at Alondra Nursing Home and Convalescent Hospital in Gardena, California.

Excluded: All professional employees, including physicians and registered nurses, all office clerical employees, guards and supervisors as defined in the Act.

4. At all times material, including on and after July 1, 1978, the Union has been the exclusive collective-bargaining representative of the employees in the above-described unit within the meaning of Section 9(a) of the Act.

5. By failing and refusing, on and after July 1, 1978, to recognize and bargain with the Union as the exclusive collective-bargaining representative of its employees in the above-described unit, including by its failure to give the Union prior notice and an opportunity to bargain thereon before implementing changes in the wage rates of said unit employees from those paid by its predecessor, Gardena Health Services, Inc., Respondent has, by each of said acts or defaults, and by their totality, violated Section 8(a)(5) and (1) of the Act.

6. Those violations of the Act, occurring in connection with Respondent's operations, have a close, intimate and substantial relationship to trade, traffic and commerce among the several states, and tend to lead, and have led, to labor disputes burdening and obstructing commerce and the free flow of commerce.

#### THE REMEDY

Having found that Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act, I shall recommend that it be ordered to cease and desist therefrom, and to take certain affirmative action to effectuate the policies of the Act, as follows:

Because Respondent totally disregarded its obligation upon takeover of the Hospital to recognize and bargain with the Union as its employees' representative, I shall recommend that Respondent be ordered to confer such recognition upon the Union and, at the Union's request, to bargain collectively with it concerning all appropriate subjects affecting employment terms and conditions in the unit. Inasmuch as Respondent engaged in impermissible unilateral changes affecting such terms and conditions in derogation of the Union's status as exclusive representative, I shall further recommend that Respondent, at the Union's request, cancel any changes from terms and conditions of employment enjoyed by unit employees before the July 1 takeover, as established in the collective-bargaining agreement between the Union and Respondent's predecessor, Gardena, or as otherwise established,<sup>16</sup> and reinstate said previous terms and conditions; and make said unit employees whole for any losses which they may have suffered as a consequence of Respondent's unilateral approach to setting employment terms and conditions after the July 1 takeover. This would include, if need be, retroactive payment of wages and restoration of benefits lost from the date on

<sup>16</sup> See, e.g., *Bellingham Frozen Foods, a Division of San Juan Packers etc.*, 237 NLRB 1450 (1978).

which such losses or detriment were incurred, together with interest on any monetary amounts owing, computed in accordance with the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977); see, generally, *Isis Plumbing & Heating Co.*, 139 NLRB 716 (1962), enforcement denied on other grounds, 322 F.2d 913 (9th Cir. 1963).<sup>17</sup>

Upon the foregoing findings of fact, conclusions of law, and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

#### ORDER<sup>18</sup>

The Respondent, Gardena Buena Ventura, Inc., d/b/a Alondra Nursing Home and Convalescent Hospital, Gardena, California its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Failing and refusing to recognize and to bargain collectively with the Union in the unit found appropriate herein, including by:

(b) Making changes in the wages, hours of work, or other terms or conditions of employment of said unit employees from those in existence immediately prior to July 1, 1978, as established in the collective-bargaining agreement between the Union and Respondent's predecessor, Gardena Health Services, Inc., or as otherwise established, without first giving the Union reasonable advance notice thereof and a reasonable opportunity to bargain thereon.

(c) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action which I find will effectuate the policies of the Act:

(a) Recognize and, upon request, bargain collectively in good faith with the Union as the exclusive collective-bargaining representative of all employees employed in the bargaining unit heretofore found appropriate and described in Conclusion of Law 3, above, respecting rates of pay, wages, hours of work, or other terms and conditions of employment and, should any understandings or agreements be reached, upon request, embody the same in a signed, written agreement.

(b) Upon the Union's request, cancel any unilateral changes made on or after its July 1, 1978, assumption of operations at Alondra Nursing Home and Convalescent Hospital regarding rates of pay, wages, hours of work, or other terms and conditions of employment which were in

<sup>17</sup> As noted above, the only "change" in this regard appearing in the record was the grant of wage increases to substantial numbers of unit employees. Accordingly, absent such a "cancellation" request from the Union and to avoid use of the Board's processes to deprive unit employees of a benefit already conferred, nothing in the proposed remedy is intended to require Respondent to rescind such benefits as were granted. *Bellingham Frozen Foods, supra* at 36, fn. 30. Whether any actual detriment to unit employees resulted from any post-takeover changes may be determined, if need be, at the compliance stage of these proceedings. See, e.g., *Allied Mills, Inc.*, 218 NLRB 281, 290 (1975).

<sup>18</sup> In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

effect immediately prior to said July 1 assumption of operations, and reinstate said prior terms and conditions, all as set forth above in the section entitled "The Remedy."

(c) Make whole any unit employees who suffered losses or detriment as a consequence of any unilateral changes affecting rates of pay, wages, hours of work, or other terms and conditions of employment occurring on or after its July 1 assumption of operations at Alondra Nursing Home and Convalescent Hospital, in the manner set forth above in the Section entitled "The Remedy."

(d) Preserve and make available to the Board or its agents all payroll and other records necessary to compute any "make whole" requirements to which it may be bound as a consequence of this Order, and consistent with the section above entitled "The Remedy."

(e) Post at Alondra Nursing Home and Convalescent Hospital, Gardena, California, copies of the attached notice

marked "Appendix."<sup>19</sup> Copies of the notice, on forms provided by the Regional Director for Region 31, after being duly signed by Respondent's authorized representative, shall be posted immediately upon receipt thereof, and be maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director for Region 31, in writing, within 20 days from the date of this Order, what steps it has taken to comply herewith.

<sup>19</sup> In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."