Richmond of New Jersey, Inc., Campus Housekeeping, Inc., Richmond Sanitation Counselors, Inc. *and* Local 1199, Drug and Hospital Employees Union, Retail, Wholesale and Department Store Union, AFL–CIO, Charging Party *and* Local 690, Amalgamated Workers Union of America, Party to the Contract

Local 609, Amalgamated Workers Union of America *and* Local 1199, Drug and Hospital Employees Union, Retail, Wholesale and Department Store Union, AFL–CIO, Charging Party *and* Richmond of New Jersey, Inc., Campus Housekeeping, Inc., Richmond Sanitation Counselors, Inc., Party to the Contract. Cases 22–CA–3100 and 22–CB–1193

December 11, 1967

DECISION AND ORDER

BY MEMBERS BROWN, JENKINS, AND ZAGORIA

On September 11, 1967, Trial Examiner Samuel M. Singer issued his Decision in the above-entitled proceeding, finding that the Respondents had engaged in and were engaging in certain unfair labor practices and recommending that they cease and desist therefrom and take certain affirmative action, as set forth in the attached Trial Examiner's Decision. Thereafter, the Respondent, Richmond of New Jersey, Inc., filed exceptions to the Decision and a supporting brief.[1]

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

The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The rulings are hereby affirmed. The Board has considered the Trial Examiner's Decision, the exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby adopts as its Order the Recommended Order of the Trial Examiner, as modified below, and orders that Respondent, Richmond of New Jersey, Inc., Staten Island, New York, its officers, agents, successors, and assigns, and Respondent, Local 690, Amalgamated Workers Union of America, Elmhurst, New York, its officers, agents, and representatives, shall take the action set forth in the Trial Examiner's Recommended Order, as so modified.[2]

1. Substitute the following for the first sentence of paragraph A,2,(c), of the Trial Examiner's Recommended Order.

"(c) Post at its place of business in Englewood, New Jersey, and at all places where notices to its employees are customarily posted (including Englewood Hospital), copies of the attached notice, in both English and Spanish, marked 'Appendix A.' . . ."

2. Substitute the following for the first sentence of paragraph B,2,(b), of the Trial Examiner's Recommended Order:

"(b) Post in conspicuous places at its business offices, hiring hall, and all places where notices to members are customarily posted, copies of the attached notice, in both English and Spanish, marked 'Appendix B.' . . ."

[1] Respondent's request for oral argument is hereby denied as, in our opinion, the record, including the exceptions and brief, adequately presents the issues and positions of the parties.

[2] The telephone number for Region 22, given at the bottom of Appendix A and B attached to the Trial Examiner's Decision, should read: 645–3088.

TRIAL EXAMINER'S DECISION

SAMUEL M. SINGER, Trial Examiner: Upon charges filed by the Charging Party, the General Counsel on June 13, 1967, issued a complaint against Respondents. In general, the complaint (as amended at the hearing) alleges that Richmond of New Jersey, Inc. (herein called "Richmond" or the Company)[1] and Local 690, Amalgamated Workers Union of America (herein called Local 690 or the Union) executed, maintained, and enforced a contract (with union-security and checkoff provisions) providing for recognition of Local 690 as the exclusive bargaining representative of Richmond's unit employees, although at the time the contract was executed Local 690 did not represent an uncoerced majority of these employees; and that Richmond thereby violated Section 8(a)(1), (2), and (3) and Local 690 violated Section 8(b)(1) and (2) of the Act. Respondents denied commission of the unfair labor practices and challenged the Board's jurisdiction.

Pursuant to notice, a hearing was held before me in Newark, New Jersey, on July 10 and 11, 1967. All parties appeared and were afforded full opportunity to be heard and to examine and cross-examine witnesses. Briefs were received from General Counsel, Richmond, and the Charging Party.

Upon the entire record in the case, and my observation of the witnesses, I make the following:

FINDINGS AND CONCLUSIONS

I. THE BUSINESS OF THE COMPANY; JURISDICTIONAL ISSUE

A. *The Facts*

Richmond, a New Jersey corporation with principal office in Staten Island, New York, is engaged in the business of furnishing cleaning, sanitation, and related serv-

[1] At the hearing I granted Respondents' unopposed motion to dismiss the complaint insofar as directed against Respondents Campus Housekeeping, Inc., and Richmond Sanitation Counselors, Inc.

ices. During the past 12 months, a representative period, the Company provided and performed services valued in excess of $50,000 at locations in States other than New York. The services here involved were furnished by the Company to the Englewood Hospital in Englewood, New Jersey (herein called the Hospital).

At the hearing, Richmond conceded that it meets the Board's minimum monetary jurisdictional standards. Richmond and Local 690 contend that the Board should not assert jurisdiction here because the Company's operations at the Hospital are incidental and intimately related to operations of the Hospital, a nonprofit institution not an "employer" under Section 2(2) of the Act. The relevant evidence on this point is essentially uncontradicted.

The Hospital maintains over 400 beds for in-patients, a clinic for out-patients, and a school of nursing. Prior to March 1962 the Hospital performed all of its housekeeping and sanitation work with its own employees under the direction of an executive housekeeper. Hospital porters and orderlies performed such work as cleaning and waxing floors and maintaining nursing equipment, while nurses' aides did maid work (such as changing beds and handling linens), cleaned patient areas and furniture (e.g., bedrooms, tables), and prepared rooms for patients after checkouts. Dissatisfied with this type of housekeeping operations because of frequent personnel turnovers and being desirous of freeing nursing personnel for professional duties, the Hospital decided to contract out the housekeeping functions.

In or about March 1962 the Hospital contracted out some of the housekeeping chores to Eastern Maintenance Corporation. On July 29, 1965, it contracted out those and additional housekeeping work to Richmond. The contract has from time to time been modified to augment services to be rendered by Richmond, most recently (April 20, 1967), the school of nursing.

Under its contract with the Hospital, Richmond furnishes a "positive program of housekeeping with adequate, trained supervision." It provides, at a fixed cost, specified housekeeping services and all necessary equipment and supplies (excepting some paper products, soaps, and deodorants) to carry out those functions. The contract contains detailed specifications as to the services to be rendered and provides for inspections by the Hospital to check on Richmond's performance. Richmond hires its own employees; sets their rates of pay, lunch periods, vacations, hours of work, and rest periods; provides its own workmen's compensation and pension program; withholds income tax and social security; and supplies uniforms worn by its employees.

Richmond's approximately 70 employees are supervised by its own 7 supervisory staff, including a manager "in charge of the whole operation," an executive housekeeper, an assistant housekeeper, two building supervisors, and supervisors over maids and operating room. These company representatives assign the Richmond employees' tasks, oversee their performance, provide them with appropriate materials, and train and instruct them on cleaning techniques. At times, especially in emergencies (as "where a patient had an accident"), the nurse on the spot may direct a Richmond employee to clean up, Richmond employees being under instruction to "do it and then question" the nurse's right to call for such work. Such "emergencies" frequently occur in areas like the emergency and operating rooms. Although hospital personnel may occasionally voice complaints about work performance directly to employees, such complaints are normally channeled to employees through Richmond supervisors.

Richmond's manager is answerable for Richmond's performance to the hospital's assistant administrator. Hospital personnel (including the infection committee) periodically meet with Richmond supervisors to review cleaning procedures and to devise improvements in techniques and materials, particularly those to be used in areas such as the operating and isolation rooms where danger of communication of disease is great.

The great bulk of Richmond's employees are maids assigned to various hospital floors. They dust, clean, and disinfect rooms of patients, beds, and tables, and remove trash; and change linen and make up patients' beds, but only after checkouts or when patients are out of the rooms.[2] In the school of nursing they handle and distribute student uniforms as well as clean all areas including lounges. In areas such as the isolation ward they wear special gowns and, if necessary, masks. Richmond's other main category of employees, porters, do general cleaning in and about patient and public areas, and move equipment. Some areas, such as the operating room, require special attention, including preparing before patient and surgeon enter, "as near sterile an area as you can possibly have," by cleaning and scrubbing floors, walls, lights, cabinets, rolling equipment, etc., to make them germ free; and removing, after operations, soiled linen, waste material, and equipment. The film on the "conductive" flooring of the operating and emergency rooms is periodically removed to eliminate "static electricity." Special care and handling is required in some areas (e.g., autoclave, laboratory, and X-ray rooms) because of the sensitive or costly equipment or because of the nature of the patients therein (e.g., psychiatric, pediatric, and cardiac wards). However, as Richmond manager, Soifer, conceded, "boiling all this down . . . the function of the employees who work under [him] in the housekeeping department is to clean" although "variety of cleaning operations, some more difficult, some more complex" are involved. Richmond president, Friedman, likewise admitted that his employees "are essentially doing cleaning work" and no more. Both admitted that the housekeeping employees have no direct contact with patients, Soifer acknowledging that, unlike hospital staff such as nursing aides, "in no instances" do they have "any physical contact with the patients" and, indeed, that such contact on their part "would be improper."

B. *Conclusions*

There is no question that the Hospital itself, as a nonprofit institution, is excluded from the Board's jurisdiction under Section 2(2) of the Act. In issue, as Richmond recognizes, is whether the Board should here apply its policy of declining to assert jurisdiction over it, an employer not exempt under Section 2(2), because its services are "incidental to and intimately connected with" the operations of the Hospital. Cf. *Horn & Hardart Company*, 154 NLRB 1368, 1370. See also *Bay Ran Main-*

[2] Nursing personnel perform these chores when patients are in the room, except for rare emergencies.

tenance Corporation of New York, 161 NLRB 820.

On the basis of the whole record, I reject Richmond's contention that its services to the Hospital are so integrated and interwoven with the purposes and operations of the Hospital as to warrant the Board's withholding of jurisdiction over Richmond's operations. In reaching this conclusion I rely particularly on the following: the nature of the work performed by Richmond's employees, which is essentially nothing more than cleaning and housekeeping; its complete control, through its own supervisory staff, over the employees' day-to-day performance and work assignments; its absolute control over labor relations policies affecting the housekeeping employees, including hire and fire, discipline, wages, and benefits, and other working conditions; the lack of any significant contact between housekeeping employees and hospital patients; and the absence of any direct relationship between such housekeeping and patient care. The fact that Richmond's operations are necessary and essential to the functioning of the Hospital, that they add to the comfort and convenience of patients, and that some of the operations are subject to review and approval of the Hospital, does not dictate a different result. Cf. *Herbert Harvey, Inc.,* 159 NLRB 254. Richmond's housekeeping activities are not so intimately tied to and associated with the basic purposes and professional objectives of the Hospital that assertion of jurisdiction over Richmond's activities would be at odds with any policy against asserting jurisdiction over the Hospital itself. In the circumstances of this case, nonassertion of jurisdiction over Richmond's activities would unjustifiably deprive Richmond's 70 employees of the organizational privileges of the Act.

Contrary to its contention, Richmond's housekeeping work is not as "incidental to and intimately connected with the patient care and medical education purposes of the Hospital" (*Horn & Hardart, supra,* 154 NLRB at 1370), as the directly integrated patient-feeding services of the contractor in *Horn & Hardart* or the blood-supply services of the contractor in *Inter-County Blood Banks, Inc.,* 165 NLRB 252, 65 LRRM 1302. Although some of the elements in *Horn & Hardart* on which Respondent most heavily relies (e.g., standards of operation fixed by the hospital, and discipline and other labor relations matters left primarily in contractor's hands), are present here, there are significant distinctions between the two cases – among them the fact that the hospital dietitian and staff in *Horn & Hardart* retained direct and complete control over planning and preparation of food and over the time and manner of serving meals – activities intimately associated with essential hospital services to patients. The instant case is more like *Bay Ran Maintenance, supra,* which similarly involved the furnishing of cleaning services, activities severable and remote from the hospital's exempt activities, and at best having only an indirect relationship with patients. In deciding to exercise jurisdiction over the housekeeping operations in *Bay Ran,* the Board stated, "In view of the nature of the work performed by the Employer's cleaning crews at the Hospital as well as the complete control which the Employer itself maintains over their day-to-day performance and their working conditions, subject only to termination of its contract if the functions are not performed to the satisfaction of the Hospital, we find that the maintenance and service activities of the Employer at the Hospital are not so intimately interrelated with the operations or purposes of the Hospital as to warrant withholding our exercise of statutory jurisdiction." See also *Herbert Harvey, Inc., supra.*

I conclude that the Board has and should exercise jurisdiction over Richmond's operations at the Hospital.

II. THE LABOR ORGANIZATIONS INVOLVED

Local 690 and Local 1199 are labor organizations within the meaning of the Act.

III. THE UNFAIR LABOR PRACTICES – THE 8(a)(2) AND (1) VIOLATION

A. *The Facts*

In the fall of 1966, Local 690's president, Priore, approached Richmond's president, Friedman, and said, "I represent your people and I am demanding a contract." Asserting that he was "not looking for no problem," Friedman agreed to sign a contract. Although Priore "threw" some "authorization cards" on Friedman's desk, the cards were not those of Richmond employees, and, in any event, Friedman "didn't pay attention" to them. Priore did not obtain any authorization cards from Richmond employees until February or March.

On January 16, Richmond signed a contract in the form presented to it by the Union. The contract provided for recognition of Local 690 as exclusive representative of Richmond's employees at the Hospital contained a clause requiring membership in the Union after 30 days of employment, and stipulated for checkoffs of dues on written authorizations from employees. The contract also provided for hiring through the Union if the Union could supply requested help within 48 hours.

On April 30, Richmond began to deduct the Union's $4 monthly dues from employees' salaries pursuant to authorizations signed on and after March 30. The Union's $15 initiation fees were waived for employees working for Richmond at the time the agreement was put into effect. None of the employees were members of the Union prior to execution of the agreement.[3]

B. *Conclusions*

The law is settled that, where, as here, an employer executes an agreement with a union, not the uncoerced majority representative of his employees, grants such union a union-security clause requiring union membership as a condition of employment, and agrees to deduct and deducts dues in favor of such union pursuant to the agreement, he interferes with his employees' self-organizational rights in violation of Section 8(a)(1), assists the union in violation of Section 8(a)(2), and discriminates in regard to the hire and tenure of employment in violation of Section 8(a)(3) of the Act.[4] Similarly, the union, as party to such contract, violates Section 8(b)(1)(A) and (2) of the Act. See *N.L.R.B.* v. *Revere Metal Art Co., Inc., and Amalgamated Union Local 5, UAW, Independent,*

[3] The findings in this section are based almost entirely on documentary evidence and on the essentially uncontradicted, credible testimony of Priore. Friedman's testimony is in large part consistent with that of Priore.

[4] An employer signing such agreement with a minority union violates the Act even if it in good faith believes that the union represented a majority of its employees. *International Ladies' Garment Workers Union [Bernhard-Altmann Texas Corp.]* v. *N.L.R.B.,* 366 U.S. 731.

280 F.2d 96, 100 (C.A. 2); *Paul M. O'Neill International Detective Agency, Inc.* v. *N.L.R.B.*, 280 F.2d 936, 946 (C.A. 3); *Salmirs Oil Company*, 139 NLRB 25. Indeed, Richmond in its brief expressly states that it does "not contest" the substantive violations alleged in the complaint, limiting itself in this proceeding "to the issue of whether the Board should assert jurisdiction under Section 2(2) of the Act."[5]

It is accordingly concluded that, as alleged in the complaint, Respondent Richmond violated Section 8(a)(1), (2), and (3) and Local 690 violated Section 8(b)(1)(A) and (2) of the Act.

CONCLUSIONS OF LAW

1. Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. Assertion of jurisdiction in this proceeding is proper and will effectuate the purposes of the Act.
3. By executing a contract in which Richmond recognized Local 690 as the exclusive bargaining representative of the Company's employees, by including in that contract a clause requiring employees to become members of the Union, by requiring employees to pay dues and initiation fees to the Union, and by deducting such moneys pursuant to such contract – all at a time when Local 690 did not represent an uncoerced majority of Richmond's employees – Richmond has engaged in unfair labor practices within the meaning of Section 8(a)(1), (2), and (3) and Local 690 has engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) and (2) of the Act.
4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.

THE REMEDY

Having found that Respondents Richmond and Local 690 have engaged in unfair labor practices, I shall recommend the customary cease-and-desist order and affirmative relief conventionally ordered in cases of this nature. Such affirmative relief will include a requirement that Richmond withdraw and withhold recognition from Local 690 as the representative of its employees at the Englewood Hospital, unless and until the Board shall certify it as such representative; that Richmond and Local 690 cease maintaining or giving effect to their current (January 16, 1967), collective-bargaining agreement, and to any modification, extension, renewal, or supplement thereto; and that they cease giving effect to the checkoff cards signed by Richmond's employees in favor of Local 690. Under all the circumstances disclosed by this record, I find that the dues and initiation fees (if any) were paid under coercion and that a reimbursement order is necessary to effectuate the policies of the Act. I will therefore further recommend that both Respondents be required jointly and severally to reimburse affected present and former employees of Richmond for all dues, initiation fees, and other moneys paid by them to Local 690 pursuant to the agreement or the checkoff authorizations executed by said employees in favor of Local 690.[6] Reimbursement of these moneys shall bear interest in accordance with the formula set forth in *Seafarers International Union of North America, Great Lakes District, AFL–CIO*, 138 NLRB 1142.

Because of the nature of the unfair labor practices engaged in by Respondents, I deem it necessary to recommend that they be required to cease and desist from infringing in any manner on employee rights guaranteed by Section 7 of the Act.

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

RECOMMENDED ORDER

A. Respondent Richmond of New Jersey, Inc., Staten Island, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Recognizing Respondent Local 690, Amalgamated Workers Union of America, as the representative of any of its employees at the Englewood Hospital for the purposes of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms or conditions of employment, unless and until said labor organization shall have been certified as such representative by the Board.

(b) Maintaining or giving effect to the current (January 16, 1967), collective-bargaining agreement with said labor organization, and to any extension, renewal, or modification thereof, provided, however, that nothing therein shall require the Company to vary or abandon any wage, hour, seniority, or other substantive feature heretofore established affecting its employees, or otherwise to prejudice any existing rights of employees.

(c) Giving effect to any checkoff cards heretofore authorized by employees authorizing deductions from wages in favor of the above-named labor organization.

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the above-named Union or any other labor organization, 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, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Withdraw and withhold recognition from Respondent Local 690, or any successor thereto, as the represent-

[5] In addition to the acts of assistance found herein, the complaint alleges that Richmond assisted Local 690 by distributing among its employees membership application and dues-checkoff cards and by threatening employees with reprisals unless they joined that Union. At the hearing, General Counsel having failed to establish such violations, these allegations were dismissed without objection.

[6] See *N.L.R.B.* v. *Revere Metal Art Co., supra*, 280 F.2d at 100–101 (C.A. 2); *Paul M. O'Neill, supra*, 280 F.2d at 947–949; *N.L.R.B.* v. *Local 294, International Brotherhood of Teamsters (Grand Union Co.)*, 279 F.2d 83, 87–88 (C.A. 2); *N.L R.B.* v. *Cadillac Wire Corp.*, 290 F.2d 261, 263 (C.A. 2).

ative of its employees for the purpose of dealing with it concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, unless and until said labor organization has been certified as such representative by the Board.

(b) Jointly with Respondent Local 690, as well as severally, reimburse all employees and former employees, for all dues, initiation fees, and other moneys paid to said labor organization, by reason of enforcement of the January 16, 1967, collective-bargaining agreement with said labor organization, or checkoff authorizations executed by employees in favor of said labor organization.

(c) Post at its place of business in Englewood, New Jersey, and at all places where notices to its employees are customarily posted (including Englewood Hospital), copies of the attached notice marked "Appendix A."[7] Copies of said notice, on forms to be provided by the Regional Director for Region 22, after being duly signed by said Respondent's authorized representative, shall be posted by it immediately upon receipt thereof, in conspicuous places, and be maintained by it for at least 60 consecutive days thereafter. Reasonable steps shall be taken by said Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(d) Post at the same places and under the same conditions as set forth in (c) above, as soon as forwarded by said Regional Director, copies of Respondent Local 690's notice herein marked "Appendix B."

(e) Notify said Regional Director, in writing, within 20 days from receipt of this Decision, what steps have been taken to comply herewith.[8]

B. Respondent Local 690, Amalgamated Workers Union of America, its officers, agents, and representatives, shall:

1. Cease and desist from:

(a) Acting as or claiming to be the collective-bargaining representative of any of the employees of Richmond of New Jersey, Inc., at Englewood Hospital, unless and until the Board shall certify it as such representative.

(b) Maintaining or giving effect to its current (January 16, 1967), agreement with the above-named Company, and to any extension, renewal, modification, or supplement thereto.

(c) In any other manner restraining or coercing employees in the exercise of their rights to engage in or refrain from engaging in any or all of the activities guaranteed in Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Jointly with Respondent Richmond, as well as separately, reimburse all employees and former employees of the Company for all initiation fees, dues, and other moneys unlawfully exacted from them pursuant to its January 16, 1967, agreement with said Company, or checkoff authorizations executed by them.

(b) Post in conspicuous places at its business offices, hiring hall, and all places where notices to members are customarily posted, copies of the attached notice marked "Appendix B."[9] Copies of said notice on forms to be provided by the Regional Director for Region 22, after being duly signed by the official representative of said Respondent, shall be posted by said Respondent immediately upon their receipt, and be maintained by it for 60 consecutive days thereafter. Reasonable steps shall be taken by said Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(c) Post at the same places and under the same conditions as set forth in (b) above, and as soon as they are forwarded by the Regional Director, copies of Respondent Company's notice herein marked "Appendix A."

(d) Deliver to the Regional Director signed copies of Appendix B for posting by Respondent Company.

(e) Notify said Regional Director, in writing, within 20 days from receipt of this Decision, what steps have been taken to comply herewith.[10]

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[7] In the event that this Recommended Order is adopted by the Board, the words "a Decision and Order" shall be substituted for the words "the Recommended Order of a Trial Examiner" in the notice In the further event that the Board's Order is enforced by a decree of a United States Court of Appeals, the words "a Decree of the United States Court of Appeals Enforcing an Order" shall be substituted for the words "a Decision and Order."

[8] In the event that this Recommended Order is adopted by the Board, this provision shall be modified to read· "Notify said Regional Director, in writing, within 10 days from the date of this Order, what steps Respondent has taken to comply herewith "

[9] See fn 7, *supra.*

[10] See fn 8, *supra.*

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that:

WE WILL withdraw and withhold all recognition from Local 690, Amalgamated Workers Union of America, as collective-bargaining representative of any of our employees, unless or until our employees in an election conducted by the National Labor Relations Board select that Union to represent them.

WE WILL NOT give effect to the January 16, 1967, collective-bargaining agreement signed by us with the above-named labor organization, or to any modification, extension, renewal, or supplement thereto, or to any checkoff in favor of the above-named labor organization.

WE WILL reimburse to present and former employees all dues and initiation fees withheld from their wages pursuant to the above agreement.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join or assist the above-named Union or any other labor organization, 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, or to refrain from any or all such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized by Section 8(a)(3) of the Act, as modified by the Labor-Management Reporting and Disclosure Act of 1959.

All our employees are free to become or remain, or

refrain from becoming or remaining, members of the above-named or any other labor organization.

RICHMOND OF NEW JERSEY, INC.
(Employer)

Dated By
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 National Newark Building, 744 Broad Street, Newark, New Jersey 07102, Telephone 645–2100.

APPENDIX B

NOTICE TO ALL MEMBERS OF LOCAL 690, AMALGAMATED WORKERS UNION OF AMERICA AND TO THE EMPLOYEES OF RICHMOND OF NEW JERSEY, INC.

Pursuant to the Recommended Order of a Trial Examiner of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify you that:

WE WILL NOT act as or claim to be the collective-bargaining representative of any of the employees of Richmond of New Jersey, Inc., at Englewood Hospital, Englewood, New Jersey, unless and until such employees select us as such representative in an election conducted by the National Labor Relations Board.

WE WILL NOT give effect to the January 16, 1967, collective-bargaining agreement with the above-named Company, and to any modification, extension, renewal, or supplement thereto.

WE WILL reimburse all employees and former employees of the above-named Company for all dues and initiation fees we have received pursuant to the aforementioned agreement with the Company or checkoff authorizations they have executed in our favor.

WE WILL NOT in any other manner restrain or coerce employees in the exercise of their rights to engage in or refrain from engaging in any or all of the self-organizational rights guaranteed in the National Labor Relations Act.

LOCAL 690, AMALGAMATED WORKERS UNION OF AMERICA
(Labor Organization)

Dated By
(Representative) (Title)

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If members have any question concerning this notice or compliance with its provisions, they may communicate directly with the Board's Regional Office, 614 National Newark Building, 744 Broad Street, Newark, New Jersey 07102, Telephone 645–2100.