JD(ATL)—26—06
Buford, GA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

LAUREL BAYE HEALTHCARE OF LAKE LANIER, LLC

and **Cases 10-CA-35958**
10-CA-35983

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1996

Wanda Pate Jones, Esq.,
for the General Counsel.
James D. Fagan, Jr., Esq.,
for the Charging Party.
Clifford H. Nelson, Jr., Esq.,
for the Respondent.

DECISION

Statement of the Case

LAWRENCE W. CULLEN, **Administrative Law Judge**: This case was heard before me on March 9, 2006, pursuant to a consolidated complaint issued by the Regional Director of Region 10 of the National Labor Relations Board ("the Board") on January 30, 2006. The complaint alleges that Laurel Baye Healthcare of Lake Lanier, LLC ("the Respondent" or "Laurel Baye") violated Sections 8(a)(1) and (5) of the National Labor Relations Act ("the Act"). The complaint is based on charges filed by United Food and Commercial Workers Union, Local 1996 ("the Charging Party" or "the Union"). The complaint is joined by the answer of Respondent wherein it denies the commission of any violations of the Act.

Upon consideration of the testimony of the witnesses, the exhibits received at the hearing and the positions of the parties at the hearing and the briefs filed by the General Counsel and the Respondent, I make the following:

Findings of Fact and Conclusions of Law

I. <u>The Business of the Respondent</u>

The complaint alleges, Respondent admits and I find that at all times material herein that Respondent has been a South Carolina corporation with an office and place of business in Buford, Georgia, where it has been engaged in providing skilled care nursing services, that during the past calendar year, a representative period, Respondent, in conducting its business

operations described above, derived gross revenues in excess of $100,000 and purchased and received at its Buford, Georgia facility goods valued in excess of $50,000 directly from points outside the State of Georgia and has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. The Labor Organization

The complaint alleges, Respondent admits and I find that at all times material herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

III. Appropriate Unit

The complaint alleges, Respondent admits and I find that at all times material herein, that the following employees of Respondent herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 8(b) of the Act.

> All full-time and part-time service and maintenance employees, CNA's, restorative aids, activity assistants, medical record clerks, central supply clerks, and unit secretaries, but excluding all employees employed by Healthcare Services Group, Inc., including RN's, LPN's and charge nurses, confidential employees, professional employees, guards and supervisors as defined in the Act.

IV. The Alleged Unfair Labor Practices

The facts in this case are largely undisputed. On November 26, 2004, in a secret ballot election under the supervision of the Regional Director of Region Ten of the Board, a majority of the unit employees designated and selected the Union as their representative for the purposes of collective bargaining with Respondent with respect to rates of pay, wages, hours of employment and other terms and conditions of employment and on June 27, 2005, the Board certified the Union as the exclusive bargaining representative of the employees in the aforesaid Unit. The complaint alleges and Respondent denies and I find that since November 26, 2004, the Union has been, and is the representative of a majority of the employees in the Unit for purposes of collective bargaining and by virtue of Section 9(a) of the Act, has been, and is the exclusive representative of the Unit for purposes of collective bargaining.

The complaint alleges that in about May and August 2005, Respondent violated Sections 8(a)(1) and (5) of the Act and made unilateral changes to the terms and conditions of employment for bargaining unit employees including a new dress code, new attendance policy, new health insurance plan carriers and benefits, a reduction in vacation pay benefits, and a change in vacation notice requirements. General Counsel in her brief withdrew that portion of paragraph 16(a) of the complaint with respect to the allegation that Respondent unilaterally changed the vacation notice requirements. Respondent admits in a Joint Stipulation filed at the hearing, that at all times since the November 26, 2004 representative election, it has refused to recognize and bargain with the Union and that it has not notified or given the Union an opportunity to bargain about any changes in bargaining unit employees' terms and conditions of employment.

On July 18, 2005, the Union filed a charge against Respondent for failing to engage in collective bargaining. A complaint in that underlying case, 10-CA-35752, was issued on July 27, 2005, alleging that Respondent violated Section 8(a)(1) and (5) of the Act by refusing the Union's request to bargain and furnish information following its certification. Respondent timely filed its answer to that complaint and on August 16, 2005, the Acting General Counsel filed a Motion for Summary Judgment. On August 18, 2005, the Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. Respondent filed a reply and attached to its reply an amended answer in which it asserted several affirmative defenses based on the Union's recent disaffiliation from the AFL-CIO. On December 28, 2005, the Board issued its Decision granting the Motion for Summary Judgment and directing Respondent to bargain with and provide information to the Union. The Board took official notice of the underlying representation proceeding in Case 10-RC-15475. It was stipulated at the hearing in the instant case before me that Respondent has filed a Petition for Review of the Board's Decision and Order, reported at 346 NLRB No. 15 (2005), with the Fourth Circuit Court of Appeals in Richmond, Virginia.

The General Counsel sets forth in her argument in her brief what she terms as Controlling Legal Precedent as follows:

> Section 8(a)(5) obligates an employer to bargain with its employees' representative in good faith regarding 'wages, hours and other terms and conditions of employment.' *NLRB v. Borg-Warner Corp*, 356 U.S. 342, 343 (1958); *Fiberboard Corp. v. NLRB*, 379 U.S. 203, 210 (1964). As such, an employer must notify and consult with its employees' chosen union before imposing changes in wages, hours, and conditions of employment. *NLRB v. Katz*, 369 U.S. 736, 743 (1962). An employer's obligation to bargain arises on the date a majority of the appropriate bargaining unit employees select the union as their representative and it is not a defense that unilateral changes were made pursuant to established company policy, without antiunion motivations or were economically expedient. *Gulf States Manufacturers, Inc.*, 261 NLRB 852, 863-864 (1982).
>
> To be found unlawful, the unilaterally imposed change must be '… material, substantial, and significant' and must have a 'real impact' on or be 'a significant detriment to' the employees or their working conditions. Unilateral changes made prior to the certification are not excused and, absent compelling economic considerations for doing so, an employer acts at its peril in making unilateral changes in terms and conditions of employment during the period between an election and a union's certification, *Mike O'Connor Chevrolet*, 209 NLRB 701, 703 (1974).

I find that these principles do apply to the instant case in addressing the issues before me for determination as the issues are set out by General Counsel in her brief and as noted in the answers to the issues as addressed by the undersigned:

1. "Whether Respondent's unilateral issuance of a new attendance policy violated Sections 8(a)(1) and (5) of the Act?" Answer: Yes!

2. "Whether Respondent's unilateral issuance of a new dress code violated Sections 8(a)(1) and (5) of the Act?" Answer: Yes!

3. "Whether Respondent's unilateral changes to the health insurance plan carriers, premiums and benefits violated Sections 8(a)(1) and (5) of the Act?" Answer: Yes! "or were these changes privileged by compelling economic circumstances" Answer: No!

4. "Whether Respondent's unilateral reduction of vacation and sick pay from 8 hours to 7.5 hours per day violated Sections 8(a)(1)(5) of the Act?" Answer: Yes!

As noted above the facts in this case are largely undisputed either by specific stipulations of fact, Respondent's admissions to allegations in the complaint or the unrebutted testimony of Union Organizing Director, Eric Taylor, certified nursing assistants ("CNA's") Chantel Daniels and Rosetta Greenwood or the unrebutted testimony or concessions of Respondent's outside Benefit Consultant John Robert Black or the unrebutted admissions in the testimony of Director of Personnel Christine Avicolli. Additionally Respondent's records and pertinent sections of its Employee Handbook support the credible testimony of the witnesses.

The Attendance Policy

CNA Greenwood testified about the written policy change by its terms effective May 1, 2005, on its face which shows that Respondent changed its attendance policy on May 1, 2005, in several respects. Prior to the May 1, unilateral changes which were implemented by then facility Administrator Melissa Franklin at meetings held with the employees, the attendance policy was set out in the "Attendance/Tardiness section of the Employee Handbook in separate sections covering tardiness, calling in, unscheduled absences and the definition of unscheduled absences which excluded up to four periods of unscheduled medical absences with a written physician's excuse. It contained a progressive disciplinary policy concerning tardiness moving from counseling, to suspension and to termination.

It is undisputed that Respondent announced and implemented the new attendance policy effective May 1 without notifying and bargaining with the Union. The most significant change in the policy and the past practice concerning it was the change from an excused/unexcused system to a no-fault point system that set out a point for each instance of an absence or tardy irrespective of whether the absence would have been excused or was excused under the preexisting system. Thus under the new policy, employees could be disciplined or discharged for excused absences as well as for unexcused absences.

The definitions of "tardiness" and "leave early" were also significantly changed from the definition of tardiness as eight minutes past scheduled reporting time to reporting to work more than two minutes after the start time. Unscheduled absences under the preexisting policy included, "working less than (4) hours of your scheduled shift." Whereas "leave early"

under the new policy was defined as "leaving earlier than five minutes before the end of the scheduled shift" and "absence" was defined as "Failure to work an entire scheduled shift."

Respondent contends that the changes were not implemented as its new Director of Personnel Christine Avicolli, who commenced her duties in July 2005, could find no evidence that employees had ever received a copy of the policy and no evidence that attendance was being tracked by the Director of Nursing and that there was no evidence that employees had received counseling or other corrective evidence under the new policy. Respondent further relies on the testimony of Avicolli that she herself, did not take steps to implement the new Attendance Policy.

Analysis

I find that after consideration of the foregoing contentions of the parties and a review of the evidence, it is clear that the policy changes were material, substantial and significant mandatory subjects of bargaining which were implemented by Franklin according to the unrebutted testimony of Greenwood and the existence of the written policy itself. There is no question that the unilateral changes significantly changed the employees' terms and conditions of employment. Respondent admits that it implemented the changes without notifying and affording the Union an opportunity to bargain concerning them. I find that the implementation of the unilateral changes materially affected the unit employees' terms and conditions of employment and that Respondent thereby violated Sections 8(a)(1) and (5) of the Act. *Toledo Blade Inc.*, 343 NLRB No. 51 (2004); *Dorsey Trailers, Inc*., 327 NLRB 835 (1999).

The Dress Code

In late April, 2006, Office Administrator Melissa Franklin, announced a change in Respondent's dress code to the unit employees at the same meetings at which she announced the Attendance Policy changes. The preexisting dress code was set out in the employee handbook in pertinent part as follows:

> In general, blue jeans, T-shirts, clothing advertising any product, service or organization or other forms of sports or trendy attire are not acceptable working apparel for any staff who have contacts with residents or the general public. Shoes should be closed-toe and in good repair. As safety for our employees and residents is a primary concern, open-toe and sling-back shoes should not be worn. Similarly, jewelry should not adversely affect the safety of residents or staff. For example, large, sharp-edged rings and dangling earrings could injure you or a resident.
> …
> Jeans and other forms of work clothes may be permissible for employees engaged with work that could cause their clothes to become heavily soiled. Example: Laundry or dietary

> An employee's hair should be kept clean & arranged neatly so as not to interfere with the employee's assigned duties. Depending on duty assignment or work area, an employee with long hair may be required to wear a hair net

General Counsel points out in her brief that the preexisting policy's sole reference to shoes was that they be closed-toe and that no sling-backs should be worn, that the policy was silent about white scrubs and shoes. The code required that hair be clean and neatly arranged but made no references to hair color, tattoos or body piercings. However the new dress code required for the first time that employees wear scrubs and white shoes. Greenwood testified that on the same day as the announcement she and other unit employees purchased white shoes. Greenwood further testified that to comply with the new policy, employees removed body piercings and covered tattoos and ceased coloring their hair. Thus it is clear that the new dress code was implemented and was adhered to by the unit employees. The new policy lists guidelines which must be adhered to such as "No exposed body piercing," Fingernails must be trimmed to an acceptable length." "Tattoos that are in visible locations must be covered while at work (e.g. tattoos on arms, hands)" "Hair coloring should be of a natural color. No multi-color or unusual hair coloring outside of generally accepted norms is allowed."

Analysis

Appropriate wearing apparel is a mandatory subject of bargaining, *St. Luke's Hospital*, 314 NLRB 434, 440 (1994); *Public Service Company of New Mexico*, 337 NLRB 193, 199-200 (2001). It is clear that the aforesaid changes in dress code were material, substantial and significant, even requiring the unit employees to expend their own funds to pay for them as in the case of the white shoes and scrubs. These new requirements differed significantly from the requirements imposed by the pre-existing dress code policy. It is undisputed that the Respondent did not provide the Union with notice of the changes and an opportunity to bargain prior to the implementation of the new dress code. I accordingly find that Respondent violated Sections 8(a)(1) and (5) of the Act thereby.

Unilateral Changes in Preexisting Health Insurance Carriers, Premiums and Benefits.

The complaint alleges that Respondent also violated Sections 8(a)(1) and (5) of the Act by unilaterally, without providing notice and an opportunity to bargain to the Union, making changes in the Health Insurance carriers and the premiums and benefits and cost of the health insurance provisions. John Black testified that he is the principal owner of Benefits Management Group "BMG" which provides consulting services and is a broker for Respondent in the review, analysis, negotiation, placement and administration of health insurance polices for Respondent's employees and their dependents. BMG originally commenced performing these services for Respondent in 2002. The various health insurance policies of Respondent are reviewed annually. Prior to this BMG sends out Requests For Proposals (RFP's) to the current insurers and to other carriers and prepares and negotiates rates and policies with the carriers and prepares a template of what BMG is seeking on behalf of the Respondent and the plans of the carriers for purposes of comparison. In 2005 the then current health insurance policies were due to expire on April 30, 2005, and new policies had to be in place effective on May 1, 2005. In January, Black, on behalf of BMG sent RFP's to its then existing insurance carriers and other potential carriers for comparison of rates and

benefits and was awaiting responses from them. However, in February, 2005, BMG received letters from existing carriers who advised they would terminate the relationship on April 30, 2005. This occurred prior to the anticipated renewal. BMG then proceeded to compare the various policies and determined which proposals, which had been further negotiated by BMG with the carriers, were the best options for Respondent. It determined that the two new plans which were preferred provider plans by CIGNA and two gap plans provided by American Fidelity were the best option to cover the deductibles not covered by the CIGNA plans and in early to mid-March BMG met with former Director of Human Resources, David Johnson and Benefits Coordinator Bridget Harelson and presented BMG's recommendations to them. A few days later BMG was notified by Respondent that Respondent was accepting BMG's recommendations. Ultimately the plans were put into effect commencing on May 1, 2005. It is undisputed that the carriers were changed, and the cost and benefits and other terms of the health insurance policies were changed. The changes are as follows: There was an increase in premium costs. Respondent would pay a flat rate of $250 per month rather then continuing to pay 75% of the cost which would have caused Respondent to bear a greater share of the premiums as the premiums escalated. The policies were to be implemented corporate wide and were not limited to the Lake Lanier facility. BMG representatives and Harelson and Andre Dyer, the Lake Lanier facility Director of Personnel met with the unit employees at the Lake Lanier facility on March 31 and April 1, 2005, and conducted an open enrollment.

Analysis

It is undisputed that the Respondent was aware of the upcoming renewals on November 26, 2004, when the Union won the election, on June 27, 2005, when the Union was certified, in January, 2005, when BMG sent out the requests for proposals, in February, 2005, when BMG was notified of the intent of the current insurance carriers to terminate the various policies, when BMG met with Respondent's Director of Personnel and Benefits Coordinator and on March 31 and April 1, the dates the Respondent met with its employees to explain the changes in policy and to conduct the open enrollment then for the new policies and on the date (May 1, 2005) when the new policies became effective. The record in this case clearly demonstrates the Respondent had many opportunities to notify the Union and offer to negotiate these changes in carriers, benefits and premium costs of the insurance but steadfastly declined to afford the Union with notice and an opportunity to bargain. Union Representative Eric Taylor, testified the Union did not learn of the changes until November 2, 2005. It is also clear that the changes regarding the health insurance policies were material, substantial and significant and had a genuine impact on the employees who were forced to carry a heavier burden in their share of the cost whereas the Respondent insulated itself against additional rate increases by imposing a flat rate on the employer's portion of the premiums.

I find there is no basis for Respondent's contention that it had an exigency of either an emergency or less sensitive type which required immediate action to protect the employees' health insurance coverage so as to excuse the Respondent's failure to notify the Union and offer to bargain prior to effecting the changes in their health insurance coverage. I find that Respondent violated Sections 8(a)(1) and (5) of the Act by implementing the unilateral changes in the Insurance Carriers' premiums and benefits. *Bottom Line Enterprises*, 302

NLRB 373 (1991); *RBE Electronics of S.D.*, 320 NLRB 80 (1995); *Brook Meade Health Care Acquirers, Inc.*, 330 NLRB 775 (2000).

Reduction of Vacation and Sick Leave Pay

The undisputed testimony of Rosetta Greenwood and Chantel Daniels established that the Respondent had, since their employment in 2001 and 2002 respectively, paid employees 8 hours for each day of Vacation or Sick Leave. However after new Director of Personnel Christine Avicolli commenced her employment with Respondent in July 2005, she was informed by other management employees who trained her that the employees were only to be paid 7.5 hours a day for vacation days and sick leave. She began to pay employees the lower 7.5 per day rate for vacation and sick leave after August 22, 2005. The employees protested and Greenwood even sent a copy of the sick leave and vacations parts of the policy to Avicolli.

Analysis

I credit the unrebutted testimony of Greenvood and Daniels and note that Avicolli conceded that she had made the changes. Respondent presented no evidence to refute their testimony. It is also undisputed that Respondent did not provide the Union with notice of the changes and an opportunity to bargain concerning them. I find that Respondent violated Sections 8(a)(1) and (5) of the Act thereby as the changes in vacation and sick leave pay were "wages" as encompassed in the Act and the Respondent had a duty to bargain with the Union concerning them. I reject Respondent's contention that these reductions were de minimums. *Rangaire Co.*, 309 NLRB 1043 (1992); *Litton Systems*, 300 NLRB 324, 321 fn. 34 (1990), enfd. 949 F.2d 249, 251-252 (8th Cir. 1991).

Conclusions of Law

1. Respondent is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent has violated and is violating Sections 8(a)(1) and (5) of the Act.

The Remedy

Having found that Respondent has violated and is violating the Act by unilaterally changing and implementing a new health care plan for its unit employees, and by unilaterally imposing other changes in terms and condition of employment, it shall be ordered to cease and desist thereform and in any like or related manner, interfering with, restraining or coercing its employees in the exercise of their rights under Section 7 of the Act. I further recommend that the Respondent restore the status quo ante and make whole any employees who suffered any additional cost or increase in premiums or health care cost they sustained as a result of the unilateral changes in the health care policies, and for any expenses and loss as a

result of the other unilateral changes in the attendance policy, vacation pay and sick leave pay and the changes in the dress code and from any discipline imposed on the employees pursuant to the imposition of the aforesaid unilateral changes. The reimbursement to employees shall be computed as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F2d. 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

Board precedent establishes that the appropriate remedy for a unilateral change, including changes to corporate health care plans, is a restoration order and rescission, upon request. The Board has also held that the 'standard remedy for unilaterally implemented changes in health insurance coverage is to order the restoration of the status quo ante. *Geweke Company d/b/a Larry Geweke Ford*, 344 NLRB No. 78 (205).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[1]

ORDER

1. Cease and desist from:

(a) Refusing to bargain with the United Food and Commercial Workers Union, Local 1996, as the exclusive bargaining representative of the employees in the bargaining unit.

(b) Unilaterally changing the dress code, attendance policy, vacation and sick pay benefits, health insurance carriers and premiums, and any other changes in the terms and conditions of employment for unit employees and dependents, without prior notice to or bargaining with the Union as the exclusive bargaining representative of the employees in the bargaining unit.

(c) Cease and desist from, in any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions to effectuate the policies of the Act.

(a) On request, bargain with the Union as the exclusive representative of the employees in the following appropriate unit on terms and conditions of employment, and if an understanding is reached, embody the understanding in a signed agreement:

> All full-time and part-time service and maintenance employees, CNA's, restorative aids, activity assistants, medical record clerks, central supply clerks, and unit secretaries, but excluding all employees employed by Healthcare

1 If no exceptions are filed as provided by § 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Services Group, Inc., including, RN's, LPN's and charge nurses, confidential employees, professional employees, guards and supervisors as defined in the Act.

(b) Restore the status quo conditions that existed before Respondent's unilateral changes in terms and conditions of employment, including rescission of the new dress code, rescission of the new attendance policy, restoration of the 8 hours per day pay for sick and vacation leave, and, upon the Union's request, restore unit employee health insurance benefits as they existed before the unilateral changes, and/or bargain with the Union regarding any and all health insurance benefits for unit employees and other terms and conditions of employment of unit employees.

(c) Reimburse and make whole all unit employees, who were disciplined or who were otherwise denied work opportunities, as a result of the unilateral changes, including reimbursement to employees for increased premiums and any actual costs due to loss of medical or hospital costs that would have been paid but for Respondent's unlawful action, reimbursement for the costs of purchasing white shoes, scrubs and other apparel that were not required before the unilateral implementation of the dress code, and reimbursement to all unit employees for all vacation and sick pay that was unilaterally reduced from 8 to 7.5 hours per day. Respondent's monetary liability shall run from the date of the unilateral changes until the terms and conditions are restored in accordance with the law. *Storer Communications*, 294 NLRB 1056 (1989).

(d) Expunge from all files of unit employees any references to the new dress code, new attendance policy, points under the new attendance policy, and any discipline imposed under these new policies and notify the affected employees that this has been done and that any discipline will not be used against them in any way.

(e) Within 14 days after service by the Region, post at its facility copies of the attached notice marked "Appendix."[2] Copies of the notice on forms provided by the Regional Director for Region 10, after being signed by Respondent's authorized representative, shall be posted 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 material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the attached notice to all current employees and former employees employed by the Respondent at any time since November 2004.

(f) Within 21 days after service by the Regional Office, file with the Regional Director for Region 10, a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

---

2 If this Order is enforced by a Judgment of the 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.

(g) Preserve and, within 14 days of a request, provide at the office designated by the National Labor Relations Board or its agents, one copy of all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

Dated at Washington, D.C., July 12, 2006.

_____

Lawrence W. Cullen
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by the Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain with United Food and Commercial Workers Union, Local 1996, regarding health care plans, carriers, premiums, costs and benefits and with regard to attendance policies, sick and vacation leave, and dress codes as the collective bargaining representative of employees in the following unit:

> All full-time and part-time service and maintenance employees, CNA's, restorative aids, activity assistants, medical record clerks, central supply clerks, and unit secretaries, but excluding all employees employed by Healthcare Services Group, Inc., including RN's, LPN's and charge nurses, confidential employees, professional employees, guards and supervisors as defined in the Act.

WE WILL NOT implement new health care plans, carriers, premiums, costs and new attendance policies, sick and vacation leave, and dress codes without bargaining with the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the Act.

WE WILL negotiate in good faith with the Union, upon request, regarding health care plans and related issues and regarding attendance polices, vacation and sick leave and dress codes and all related issues on behalf of our unit employees.

WE WILL make employees whole for all increased costs to them and costs incurred as a result of the change in the health care plans and for all loses incurred by the unit employees as a result of changes in the attendance policies, vacation and sick leave, dress code and for any discipline incurred by the unilateral imposition of changes in these policies, with interest.

WE WILL expunge our files of any discipline imposed on the unit employees by the unilateral impositions of the changes and will make them whole for any loss incurred as a

result, with interest and will notify them in writing that the foregoing discipline will not be used against them in any manner in the future.

LAUREL BAYE HEALTHCARE
OF LAKE LANIER, LLC.
(Employer)

Dated: _____ **By:** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website**:** www.nlrb.gov.

233 Peachtree Street NE, Harris Tower, Suite 1000, Atlanta, GA 30303-1531
(404) 331-2896, Hours: 8:00 a.m. To 4:30 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
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. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (404) 331-2877.