

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

GOOD SAMARITAN MEDICAL CENTER

and

Case No. 01-CA-082367

CAMILLE A. LEGLEY, JR, An individual

**1199SEIU UNITED HEALTHCARE
WORKERS EAST**

and

Case No. 01-CB-082365

CAMILLE A. LEGLEY, JR, An individual

*Kevin J. Murray, Esq. and Karen
Hickey, Esq., for the General Counsel
Betsy Ehrenberg, Esq., for 1199 SEIU
Lori Armstrong Halber, Esq. and
Joseph W. Ambash, Esq., for Good
Samaritan Medical Center*

Decision

Statement of the Case

Raymond P. Green, Administrative Law Judge. I heard these consolidated cases in Boston, Massachusetts on April 17 and 18, 2013. The charge and the amended charge in 01-CA-082367 were filed on June 4 and July 17, 2012. The charge and the amended charge in 01-CB-082365 were filed on June 4, July 6 and August 15, 2012. The Consolidated Complaint that was issued on January 31, 2013 and amended on March 4, 2013, alleges as follows:

1. That the Employer and the Union have maintained and enforced a collective bargaining agreement covering certain employees employed at the Good Samaritan's facilities and plant operations department at the hospital and offsite facilities.
2. That the contract contains a union security provision requiring employees, after 30 days of employment, either to become union members or to pay an agency fee to the union as a condition of employment.
3. That on or about December 19, 2011, Camille Legley at an orientation program for new employees, complained to the Union concerning the requirement that unit employees become members of the Union and asserted his right to refrain from becoming a union member.

4. That on or about December 19, 2011, the Union by its delegate Darlene Lavigne, (a) threatened employees that they could not become employees unless they joined the Union and (b) threatened Legley with unspecified reprisals because he asserted the right to not join the Union.

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5. That on December 20, 2011, the Union by its delegate, Neal Nicholaides, threatened Legley with unspecified reprisals because he asserted his right to not join the Union.

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6. That on December 19 and 20, the Union reported Legley’s conduct at the orientation meeting to the Employer.

7. That on December 20, the Employer terminated Legley’s employment.

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8. That by the foregoing conduct, the Union caused the Employer to terminate the employment of Legley because he asserted his right to not join the Union and that the Employer discharged Legley for the same reason.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

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Findings and Conclusions

I. Jurisdiction

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It is admitted and I find that the Respondent is an employer engaged in commerce within the meaning of Section 2(1), (6) and (7) of the Act. It also is admitted and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. The Alleged Unfair Labor Practice

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The Respondent employer is a part of the Steward Health Care System and it has had a collective bargaining history with 1199, SEIU for many years. The extant collective bargaining agreement contains typical union security and dues check off provisions.

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In September 2011, Camille Legley responded to a job advertisement placed by the Respondent. This called for someone to work as a part-time boiler operator to work on Friday and Saturday nights. Legley first met with Sean Brennan, the Facilities Manager, and the lead boiler operator, Kevin Jordan. Then, after some correspondence between Legley and Jordan, he also met with Neal Nicholaides, who worked as a refrigeration mechanic and who also is a union delegate.

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On November 28, the Respondent offered Legley the job and he was told to report on December 19 for orientation. He also was notified that he should come to the Hospital on December 5 in order to take a physical examination and to fill out some forms.

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On December 5, Legley arrived at the hospital and was interviewed by Jen Patnaude, the Human Resources Manger. He also spoke to Jennifer Dorsey in relation to filling out forms and to nurse Eileen Rainey regarding a physical. All of these people described their interactions with Legley as being someone difficult, albeit no one described his conduct as being overly rude. Whatever, their reactions, Legley nevertheless had been hired and was scheduled to report to work on December 19. There is no indication that after these interactions on December

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5 or at any time prior to December 19, Patnaude or anyone else from the Employer decided to retract the job offer that had already been made to Legley.

5 An orientation program was set up for the morning of December 19 and this was attended by Legley and other new hires. This was scheduled in two parts; the first being conducted by union delegate Darlene Lavigne. The second part of the orientation was to be addressed by a representative of the Hospital. The other new employees were Kim Derby, Francaise Gaston and Aisha Patel. Of these, Derby testified in this case.

10 The evidence shows that on the morning of December 6, the group met in the lobby at around 8:00 a.m. and because the elevators were out of order, they had to walk up the stairs to the conference room on the fifth floor. Everyone including Legley was grumbling by the time they ascended. Perhaps because he was 72 years old at the time, Legley was the last person to arrive at the conference room and the orientation program had already begun. When he
15 arrived, he was somewhat surprised to see that it was a union delegate who was running the meeting.

20 It is my conclusion that during this meeting, Lavigne told the employees about the benefits of the Union; told the employees that this was a union shop where membership was required; and passed out an application for union membership that contained a dues checkoff authorization. She also handed out a form providing for a voluntary check off authorization for the Union's political action fund. Lavigne told the new hires that they needed to sign the forms and return them to her. At some point during the meeting, Legley raised his hand and stated that it was his understanding that the law prohibited a union from requiring union membership.
25 His testimony as corroborated by Derby, was that Lavigne replied that he had to join the union in order to work at the Hospital and that they had to complete the forms that she had distributed.

30 A little later in the meeting, Legley while reading through the Union's literature noticed that there was a sentence that stated that an employee did not have to become a member but could become an agency fee payer instead. When he spoke up and referred Lavigne to this sentence, she became upset and stated that he had to become a member. She asked for his name and which department he worked. Derby credibly testified that Lavigne told Legley that she "knew the people who worked down there and she was going to warn them that he was coming and that they would not put up with him."
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40 Although Lavigne asserted that Legley interrupted her every two seconds, this is denied by him and his account is supported by Derby. (She testified that others also asked questions of Lavigne). There was no credible evidence that Legley accused Lavigne of being a liar or that he made any statements that could be construed as being threatening or profane. At most, both Legley and Lavigne raised their voices when he said he didn't have to become a union member and she said that he did.

45 The evidence does not show that Legley, in asking these questions or making these statements, acted in an overly aggressive manner. It may be that Lavigne became upset by Legley's questioning of her, but his questions regarding the requirement of union membership clearly constituted activity that is protected by Section 7 of the Act. Moreover, the evidence convinces me that nothing that he said or did at this meeting could compel a conclusion that he lost the protection of the Act by virtue of any misconduct on his part. The fact that Legley asked a couple of questions about the union membership requirement is clearly within his legal rights.
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In any event, Legley filled out, signed and turned in the union membership and dues check off form but did not sign the political action check off authorization.

5 Shortly after the orientation session, Lavigne called union representative Levelle and essentially told her that Legley was mean to her. Among other things, it is conceded that Lavigne reported that Legley said that he understood that he did not have to become a union member. Lavigne then called Nicholaides, another union steward who covered the boiler room employees. She related her experience with Legley, including the fact that Legley had asserted that he didn't have to become a union member. Nicholaides in turn reported what Lavigne told him to Human Resources and to his supervisors, Sean Brennan and Scott Kenyon.

10 When Legley reported to work on December 20, he talked to Kevin Jordan, who in addition to being the lead boiler operator is also a union delegate. Legley told Jordan about what happened at the orientation meeting with Lavigne. The two men then went to the plumbing shop and spoke to Nicholaides and another union delegate whose name is Gerry Monahan. Jordan asked Legley to tell them what happened and he did so, explaining that Lavigne got
15 angry at him because he questioned her about her assertion that he had to become a union member. At this point, Nicholaides said that Lavigne had complained to the head of Human Resources and to the head of the Union. He also told Legley that because of "you" she didn't get anyone to contribute to the union's political action fund. Sensing that he might be in trouble, Legley acknowledged that he might have said that he wasn't sure if he wanted to work there.
20 Notwithstanding this conversation, Legley worked for the remainder of the day.

25 At a luncheon held that day, Nicholaides spoke to Patnaude, Scott Kenyon and Tom Watts, all of whom are company managers. He told them that Legley had been rude to Lavigne during the orientation program and he also related his morning conversation with Legley describing Legley as having "negative behavior."

30 In his testimony, Kenyon agreed that he was aware that Legley had questioned Lavigne about the union membership requirement during the orientation meeting. And it appears from the evidence that during the luncheon meeting, Patnaude discussed the fact that Legley had raised this question. She states that she told the others that when she had previously interviewed Legley, (on December 5), she had not wanted to hire him. (But as noted above, she did not veto his hiring).

35 The decision to discharge Legley was made on December 20 by Patnaude, Kenyon and Watts. The testimony of the Employer's witness was that Legley was discharged for violating the Employer's Workplace Civility Policy. Legley was informed of the decision at around 3:45 p.m. by Sean Brennan. There was no evidence that any representative of the Union asked for or demanded that the Company discharge Legley, albeit the proximate cause of Legley's
40 discharge was a direct consequence of union delegate Levine's complaints regarding the events that took place between herself and Legley at the orientation meeting.

The Workplace Civility Policy states:

45 Steward recognizes that excellent care is best delivered in a work environment of respect and cooperation.

As a Steward workforce member I will:

- Treat all coworkers and individuals with respect, patience and courtesy;
- Never engage in abusive or disruptive behavior;
- Not tolerate any threats of harm – either direct or indirect – or any
50 conduct that harasses, disrupts or interferes with another workforce member's work or performance or that creates a hostile work environment.

III. Analysis

5 In the context of the orientation meeting, Legley's questions in a group of new employees about the legality of whether an employee is required to join a union constitutes protected concerted activity within the meaning of Section 7 of the Act.¹ Moreover, he was correct in his understanding of the law and *Levigne* was not. See *NLRB v. General Motors*, 373 U.S. 734 (1963).

10 The Respondents argue that Legley, during this transaction engaged in conduct that overstepped the bounds of civility and thereby violated the company's Workplace Civility Policy. But since Legley's questions and correct expressions of opinion, are protected by Federal law, the company's policy cannot be controlling. Simply put, when it comes to employee Section 7 rights, the statute trumps company policy and the Respondent cannot rely on its own policy as a
15 defense to otherwise legally protected employee activity. *Special Touch Home Care Services, Inc.*, 357 NLRB No. 2 (2012), enforcement denied on other grounds by the 2d Circuit Court of Appeals on February 27, 2013.

20 The correct test for determining whether the discharge of other discipline of an employee who is engaged in protected concerted activity is the one enunciated in *Atlantic Steel*, 245 NLRB 814, 816 where the Board established a balancing test for these types of situations. In determining if an employee's conduct loses the protection of the Act, the Board will take into account and balance the following factors; (a) the place of the discussion; (b) the subject matter of the discussion; (c) the nature of the employee's outburst and (d) whether the outburst was
25 provoked by the employer's unfair labor practices.

In my opinion, Legley's statements and conduct at the orientation meeting do not meet the *Atlantic Steel* criteria for concluding that he engaged in misconduct that would justify his discharge. Nor in the absence of legally defined misconduct, can one separate the protected
30 nature of his comments from the way he made the comments. As his behavior at the meeting did not meet the criteria of *Atlantic Steel*, Langley's statements regarding union membership and the tone in which he made the statements cannot be disentangled. Therefore, as the Company discharged Legley because of these protected statements, a *Wright Line* analysis is not even appropriate. *New York Party Shuttle, LLC*, 359 NLRB No. 112 (2013).

35 Since it is my conclusion that the Employer discharged Legley because of the protected and concerted statements he made at the orientation meeting, I find that it has violated Section 8(a)(1) and (3) of the Act.²

40 It is the General Counsel's contention that the Employer's Workplace Civility Policy, in addition to not affording a defense to Legley's discharge, also independently violates Section 8(a)(1) of the Act under *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004). It is postulated that this rule would "reasonably tend to chill employees in the exercise of their

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¹ Among other things, Section 7 not only gives employees the right to join a union, it also gives employees a right to refrain from joining a union.

² Even assuming that company management had a good faith belief that Legley's behavior at the orientation program was worse than it was, that belief was, in my opinion, mistaken and his actual
50 conduct was insufficient to warrant the conclusion that Legley overstepped the bounds of legally protected concerted activity. Therefore, under *NLRB v. Burnup & Sims*, 379 U.S. 21 (1964), the Employer cannot defend its action based on a good faith belief.

Section 7 rights.” It is noted that the rule does not explicitly restrict the rights of employees to engage in union or protected concerted activity.

5 In *Karl Knauz Motors, Inc., d/b/a Knauz BMW*, 358 NLRB No. 164, (2012) a Board majority found that the Employer unlawfully maintained a “Courtesy” rule in its employee handbook. The rule stated that courtesy is the responsibility of every employee, that everyone is expected to be courteous, polite, and friendly to customers, vendors and suppliers and fellow employees, and that no one should be “disrespectful or use profanity or any other language which injures the image or reputation of the Dealership.” Applying *Lutheran Heritage Village-Livonia*, the Board held that the employees would reasonably construe the prohibition against “disrespectful” conduct and “language which injures the image or reputation of the Dealership” as encompassing Section 7 activity. The Board explained that nothing in the rule or anywhere in the handbook suggested that communications protected by Section 7 were excluded from the rule’s reach. Member Hayes, on the other hand, would have found that the courtesy rule was “nothing more than a common-sense behavioral guideline for employees.” In his view, the Employer sought to promote civility and decorum in the workplace and prevent conduct that injured the dealership’s reputation; purposes that would have been patently obvious to the Employer’s employees.

20 In light of the majority opinion in *Karl Knauz Motors, Inc.*, and in light of the fact that the rule in this case, was applied to discharge an employee who engaged in protected speech in a concerted setting, I conclude that the application of this rule to employee protected, concerted and/or union related activity violated Section 8(a)(1) of the Act.

25 The General Counsel also makes a number of allegations against the Union including the allegations that its delegates threatened employees with reprisals and that the Union “caused or attempted to cause” the Employer to discharge Legley because of the statements he made at the orientation program.

30 The evidence does not show that anyone from the Union asked for, suggested, recommended or demanded that the Employer discharge Legley. The Union therefore argues that under Section 8(b)(2) of the Act, there can be no finding that it “caused or attempted to cause” the Employer to take this action. And in this regard, a “cause or attempt to cause” must be shown by some evidence of union conduct. As noted *Wenner Ford Tractor Rentals, Inc.*, 315 NLRB 964, 965 (1994), it is not sufficient that an employer’s action might simply please a union.

40 Although I think this a close call, it is my opinion that the Union’s delegates, knowing of the Company’s Workplace Civility Policy, reasonably would have foreseen that Lavigne’s complaints about Legley’s “bad” behavior on his first day of employment, would likely lead to his discharge. As a consequence, her reports to her union colleagues which were transmitted to management, were in my opinion, the proximate cause of his discharge. I therefore conclude that in these circumstances, the Union is at least partially responsible for Legley’s illegal discharge. Accordingly, I conclude that the Union caused or attempted to cause his discharge in violation of Section 8(b)(2) and 8(b)(1)(A) of the Act. Cf. *Town & Country Supermarkets*, 340 NLRB 1410, 1411 (2004) and *Paperworkers Local 1048 (Jefferson Smurfit Corp.)*, 323 NLRB 1042, 1044 (1997).

50 As to the alleged threats, I conclude that Lavigne told Legley that she knew the people in his department, that she was going to warn them that he was coming and that they would not put up with him. In this respect, I construe this as threat of unspecified reprisals and therefore a violation of Section 8(b)(1)(A) of the Act.

5 The General Counsel alleges that the Union violated the Act when its agent Lavigne
 incorrectly told employees at the orientation that they had to join the Union in order to work at
 the hospital. While I find that this statement was made by her, it is also clear that the official
 information that was distributed to the employees clearly stated that union membership was not
 required. Moreover, that was pointed out by Legley when he read that portion of the leaflet to
 the other employees. In these particular circumstances, I don't think that the Union should be
 held accountable for the mistaken statements of its agent when the official position of the Union
 was simultaneously made known to the employees. I therefore shall recommend that this
 10 allegation of the Complaint be dismissed.

Finally, the General Counsel alleges that union delegate Nicholaides made a threat to
 Legley on December 20, 2012. However, I do not conclude that anything he said on that
 morning constitutes a threat of reprisal. He simply told Legley that management had been
 15 apprised of what had happened at the orientation meeting and that it was too late. To me this is
 not a threat, but rather an accurate assessment and prediction of what management was likely
 to do. I therefore shall recommend that this allegation of the Complaint be dismissed.

20 **Conclusions of Law**

1. By discharging Camille Legley because of his protected concerted activity in
 questioning whether employees were required to join 1199SEIU United Healthcare Workers
 East, the Employer, Good Samaritan Medical Center violated Section 8(a)(1) and (3) of the Act.

25 2. By applying its Workplace Civility Policy to an employee who was engaged in
 concerted activity that is protected by Section 7 of the Act, the Employer violated Section 8(a)(1)
 of the Act.

30 3. By causing or attempting to cause the Employer to discharge Camille Legley because
 of his protected concerted activity, the Union violated Section 8(b)(1)(A) and 8(b)(2) of the Act.

4. By threatening Legley with unspecified reprisals because of his protected concerted
 activity, the Union violated Section 8(b)(1)(A) of the Act.

35 5. The aforesaid violations affect commerce within the meaning of Section 2(6) and (7)
 of the Act.

6. Except as found herein, the other allegations of the Complaint are dismissed.

40 **Remedy**

Having found that the Respondents have engaged in certain unfair labor practices, I find
 that they must be ordered to cease and desist and to take certain affirmative action designed to
 effectuate the policies of the Act.

45 Having concluded that Good Samaritan Medical Center and 1199SEIU United
 Healthcare Workers East are responsible for the unlawful discharge of Camille Legley, the
 Employer must offer him reinstatement, and jointly and severally make him whole for any loss of
 earnings and other benefits suffered as a result of the discrimination against him. Backpay shall
 50 be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the
 rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily
 as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), enfd denied on other

grounds sub. nom., *Jackson Hospital Corp. v. NLRB*, 647 F. 3d 1137 (D.C. Cir. 2011). The Respondents shall also be required to expunge from their respective files any and all references to the unlawful discharge and to notify the employee in writing that this has been done and that the unlawful discharge will not be used against him in any way. The Respondent Employer shall
 5 file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters. The Respondent Employer shall also compensate Legley for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year. *Latino Express, Inc.*, 359 NLRB No. 44 (2012).

10 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended³

ORDER

15 A. The Respondent, Good Samaritan Medical Center, its officers, agents, and representatives, shall

1. Cease and desist from

20 (a) Discharging employees because of their questioning of whether employees are required to join 1199SEIU United Healthcare Workers East or because of any other concerted protected activities.

25 (b) Applying its Workplace Civility Policy to employees who engage in union or protected concerted activity regarding wages and other terms and conditions of employment.

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

30 2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer Camille Legley full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

35 (b) Make Legley whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the Remedy section of this Decision

40 (c) Remove from its files any reference to the unlawful actions against Legley and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

(d) Revise the Workplace Civility Policy so that its application is consistent with the provisions of Section 7 of the Act.

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³ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 50 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(e) Reimburse Legley an amount equal to the difference in taxes owed upon receipt of a lump sum backpay payment and taxes that would have been owed had there been no discrimination against him.

5 (f) Submit the appropriate documentation to the Social Security Administration so that when backpay is paid to Legley it will be allocated to the appropriate periods.

10 (g) Within 14 days from the date of this Order, remove from its files any reference to the unlawful action against Legley and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

15 (h) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, 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.

20 (i) Within 14 days after service by the Region, post at its facilities in New York, copies of the attached notices marked “Appendix A.”⁴ Copies of the notices, on forms provided by the Regional Director for Region 1, after being signed by the Employer’s authorized representative, shall be posted by the Employer and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on
25 an intranet or an internet site, and/or other electronic means, if the Employer customarily communicates with its employees by such means. Reasonable steps shall be taken by the Employer to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Employer has gone out of
30 business or closed the facilities involved in these proceedings, the Employer shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Employer at any time since December 20, 2012.

35 B. The Respondent, 1199SEIU United Healthcare Workers East, its officers, agents, and representatives, shall

1. Cease and desist from

40 (a) Causing or attempting to cause Good Samaritan Medical Center to discharge employees because they question or object to having to become a union member as a condition of employment.

(b) Threatening employees with unspecified reprisals for exercising their rights under Section 7 of the Act.

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

50 ⁴ If 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.”

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

5 (a) Within 14 days from the date of this Order, notify Good Samaritan Medical Center that Camille Legley should be reinstated to his former position.

(b) Make Legley whole for any loss of earnings and other benefits suffered as a result of the discrimination against him in the manner set forth in the Remedy section of this Decision

10 (c) Within 14 days from the date of this Order, notify Camille Legley, in writing, that it has no objection to his reinstatement to his former position and that it has told Steward Good Samaritan Medical Center that he should be reinstated to his former position.

15 (d) Remove from its files any reference to the unlawful actions against Legley and within three days thereafter, notify him in writing, that this has been done and that his discharge by the Employer will not be used against him in any way.

20 (e) Within 14 days after service by the Region, post at its place of business and at any bulletin boards designated for the Union at the Good Samaritan Medical Center copies of the attached notice marked "Appendix B"⁵ Copies of the notice, on forms provided by the Regional Director for Region 1, after being signed by the Union's authorized representative, shall be posted by the Union and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Union customarily communicates with employees by such means. Reasonable steps shall be taken by the Union to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Union shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Union at any time since December 20, 2012.

Dated, Washington, D.C. August 8, 2013

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Raymond P. Green
Administrative Law Judge

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⁵ If 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."

Appendix A

NOTICE TO EMPLOYEES

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT discharge employees because of their protected concerted activity or who question whether employees are required to join 1199SEIU, United Healthcare Workers East.

WE WILL NOT apply our Workplace Civility Policy to employees who engage in union or protected concerted activity regarding wages and other terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the rights guaranteed to them by Section 7 of the Act.

WE WILL offer Camille Legley full reinstatement to his former job, or if that job no longer exists, to substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Legley whole for any loss of earnings and other benefits suffered as a result of the discrimination against him.

WE WILL remove from our files any reference to the unlawful actions against Legley and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

WE WILL revise our Workplace Civility Policy so that its application is consistent with the provisions of Section 7 of the Act.

Good Samaritan Medical Center

(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.nlr.gov.

10 Causeway Street, Boston Federal Building, 6th Floor, Room 601

Boston, Massachusetts 02222-1072

Hours of Operation: 8:30 a.m. to 5 p.m.

617-565-6700.

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, 617-565-6701.

Appendix B

NOTICE TO MEMBERS AND EMPLOYEES

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

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT cause or attempt to cause Good Samaritan Medical Center to discharge employees because they question or object to having to become a member our union as a condition of employment.

WE WILL NOT threaten employees with unspecified reprisals for exercising their rights under Section 7 of the Act.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the rights guaranteed to them by Section 7 of the Act.

WE WILL notify Good Samaritan Medical Center that Camille Legley should be reinstated to his former position.

WE WILL make Legley whole for any loss of earnings and other benefits suffered as a result of the discrimination against him.

WE WILL within notify Camille Legley, in writing, that we have no objection to his reinstatement to his former position and that we have told Good Samaritan Medical Center that he should be reinstated to his former position.

WE WILL remove from our files any reference to the unlawful actions against Legley and within three days thereafter, notify him in writing, that this has been done and that his discharge by the Employer will not be used against him in any way.

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

(Union)

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.nlr.gov.

10 Causeway Street, Boston Federal Building, 6th Floor, Room 601
Boston, Massachusetts 02222-1072
Hours of Operation: 8:30 a.m. to 5 p.m.
617-565-6700.

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, 617-565-6701.