

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

SALEM HOSPITAL CORPORATION a/k/a THE  
MEMORIAL HOSPITAL OF SALEM COUNTY

Respondent

and

Case 04-CA-097635

HEALTH PROFESSIONALS AND ALLIED  
EMPLOYEES (HPAE)

Charging Party

*David Faye, Esq.*, for the General Counsel.  
*John Jay Matchulat, Esq.*, of Brentwood, Tennessee,  
for the Respondent.  
*Lisa Leshinski, Esq.*, of Haddon Heights, New Jersey,  
for the Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania, on June 11, 2013. The Health Professionals and Allied Employees (HPAE) (the Union) filed the charge on February 4, 2013,<sup>1</sup> and the amended charge on May 31. The Acting General Counsel issued the complaint on March 28 and the amended complaint on April 4. The amended complaint alleges that Salem Hospital Corporation a/k/a The Memorial Hospital of Salem County (the Employer) violated Section 8(a)(5) and (1) of the National Labor Relations Act (the Act)<sup>2</sup> by (1) failing and refusing to bargain with the Union over a change to the dress policy and (2) failing and refusing to furnish the Union with requested information which was necessary and relevant to the performance of its duties as the exclusive collective-bargaining representative of certain employees. The Employer denies the allegations and contends that the change in the dress policy was de minimis and does not rise to the level of unfair labor practice, and that there was no basis to respond to the Union's information request.

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<sup>1</sup> All dates are 2013, unless otherwise indicated.

<sup>2</sup> 29 U.S.C. § 151-169.

On the entire record,<sup>3</sup> including my observation of the demeanor of the witnesses, and after considering the briefs filed by the Acting General Counsel, the Employer, and the Charging Party, I make the following

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## FINDINGS OF FACT

### I. JURISDICTION

10 The Employer, a New Jersey corporation, is engaged in the operation of an acute care hospital (the Hospital) at its facility in Salem, New Jersey, where it annually receives gross revenues in excess of \$250,000 and purchases and receives goods valued in excess of \$50,000 directly from points outside the State of New Jersey. The Employer admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) and a health care institution within the meaning of Section 2(14) of the Act, and that the  
15 Union is a labor organization within the meaning of Section 2(5) of the Act.

### II. ALLEGED UNFAIR LABOR PRACTICES

#### A. The Hospital's Operations, Policies, and Procedures

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Richard Grogan serves as the Employer's interim chief executive officer (CEO). Patricia Scherle, a registered nurse, is the Hospital's chief nursing officer and facility privacy officer. Her directives are implemented by nursing supervisors. Linda Tuting has served as the Employer's director of human resources since October 2011.

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All Hospital employees receive an employee handbook, which is updated periodically.<sup>4</sup> Since 2009, the employee handbook has contained policies relating to personal appearance and discipline. The employee handbook also explains the significance of the policies and the need for compliance. The April 2009, July 29, 2010, and April 30, 2012, versions all state, at page ii:

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Much of the information on these pages is a summary of facility policies as well as federal, state and local laws which change from time to time. Due to the nature of healthcare operations and variations necessary to accommodate individual situations, the guidelines set out in this handbook may not apply to every employee in every situation.  
35 The facility reserves the right to rescind, modify or deviate from these or other guidelines, policies, practices or procedures relating to employment matters from time to time as it considers necessary in its sole discretion, either in individual or facility-wide situations with or without notice.<sup>5</sup>

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<sup>3</sup> The Acting General Counsel's unopposed motion to correct the transcript, dated July 30, 2013, is granted and received in evidence as GC Exh. 13.

<sup>4</sup> There is no issue that every employee is provided with an employee handbook. However, the Employer's recitation of how the Hospital's policies, procedures, and manuals are generated elsewhere through its parent company or a management consulting company is irrelevant to the issues here. (R. Exhs. 6(a)-(f); Tr. 161-162; 169-171, 179.)

<sup>5</sup> R. Exhs. 1-3.

Similarly, page 1 of each employee handbook advises employees that its provisions are subject to revision periodically:

5 The rules, policies and procedures stated in this handbook are guidelines only . . . and are subject to change at the sole discretion of the facility as are all other facility policies, procedures, methods and other programs. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding anything in this handbook, please consult with your supervisor or the facility's Human Resources Department.

10 A "Discipline and Discharge Policy" has been in place since January 1, 2002.<sup>6</sup> That policy was revised on January 1, 2009.<sup>7</sup> On July 1, 2010, the Employer's parent company issued a six-page model Discipline and Discharge Policy B.7.<sup>8</sup> The Employer's most recent and current policy on "Discipline and Termination of Employment," effective since July 1, 2011, addresses dress code infractions, if any. The policy states, inter alia, "Discipline is not required to follow a rigid process but is fact specific." and, further, "The disciplinary action that is administered for any particular act or misconduct rests in the sole discretion of the Facility." It sets forth the following disciplinary options: counseling; first written warning; second/final written warning; third written warning; investigative suspension; disciplinary suspension; termination of employment. The disciplinary policy in the Employee Handbook, as revised on 20 April 30, 2012 contains similar language to the July 1, 2011 disciplinary policy, but adds two additional types of disciplinary – probation and demotion.

25 At issue is the Employer's dress policy for nursing staff. The initial Dress Code and Personal Appearance Policy was adopted on February 1, 2003 (the past dress policy). It was relatively flexible in scope, requiring employees to dress professionally and appropriately, but leaving stricter requirements to each Hospital department. It stated, in pertinent part:

30 Each department should develop and maintain written guidelines that identify the appropriate dress or uniform for each position as well as items of clothing or shoes that are prohibited if they present a safety hazard . . . or that do not promote a professional image." Further, it stated that "each department may formulate whatever dress codes are necessary to maintain a professional and safe working environment." . . . If uniforms are required, they must be of the established color and style specified for the specific work unit."<sup>9</sup>

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<sup>6</sup> R. Exhs. 4(a)-(d).

<sup>7</sup> R. Exhs. 5(a)-(d).

<sup>8</sup> Jt. Exh. 1.

<sup>9</sup> GC Exh. 6.

Except for surgery department nurses, who were provided green scrubs by the Hospital, nurses provided their own uniforms.<sup>10</sup> As a result, there was a variety of scrub colors and styles worn within the Hospital. Moreover, nurses frequently wore a variety of jackets, fleeces, and sweatshirts, including hoodies and sweatpants.<sup>11</sup>

The past dress policy did not specifically refer to disciplinary measures for dress code violations, although a nurse who came to work inappropriately dressed could have been directed to change into more appropriate attire. If a nurse failed or refused to comply with such a directive, the Employer could have applied its progressive disciplinary policy.<sup>12</sup>

## B. The Parties' Collective-Bargaining Relationship

Pursuant to a representation election held on September 1-2, 2010, and a subsequent Decision and Direction of Election, in a bargaining unit consisting of all full-time, regular part-time, and per diem registered nurses, including staff nurses, case managers, and charge nurses, employed by the Employer at the Hospital, but excluding all other employees, managers, guards, and supervisors as defined in the Act.

On August 3, 2011, the Board certified the Union as the exclusive collective bargaining representative of approximately 120 Hospital employees (the Unit) within the meaning of Section 9(b) of the Act:

All full-time and regular part-time, and per diem Registered Nurses, including Staff Nurses, Case Managers, and Charge Nurses, excluding all other employees, managers, guards and supervisors as defined in the Act.<sup>13</sup>

By letter to Grogan, dated August 8, 2011, the Union requested that the Employer enter into collective bargaining.<sup>14</sup> In another letter to Grogan, dated August 15, 2011, the Union requested certain information in anticipation of bargaining, including a copy of the Employer's policy and procedure manuals, by September 30, 2011. The Union also provided possible bargaining dates in November and December 2011.<sup>15</sup> By letter, dated August 17, 2011, Grogan rejected the request to meet and bargain on the ground that the Employer was testing certification.<sup>16</sup>

<sup>10</sup> Operating room nurses were required to wear specific scrubs to meet State nursing regulations. (Tr. 38-39, 70, 72-73, 93-94, 101, 104, 135-136, 164, 165.)

<sup>11</sup> There is no dispute as to the diversity of colors and styles of scrubs used by nurses under the past dress policy. (GC Exhs. 6, 9; Tr. 35, 41, 70, 79-80, 85-86, 130, 135, 136-137, 163, 172-173, 181, 184.)

<sup>12</sup> Nurse Tracy McAllister's testimony regarding past policy was not refuted by Scherle nor any other Employer witness. (Tr. 46, 68-70, 96, 137-138.)

<sup>13</sup> GC Exhs. 2.

<sup>14</sup> GC Exh. 3.

<sup>15</sup> GC Exh. 4.

<sup>16</sup> GC Exh. 5.

Recognition and bargaining issues persisted, however, and on November 29, 2011, the Board issued an Order finding that the Employer refused to meet and bargain with the Union in violation of Section 8(a)(5) and (1).<sup>17</sup> On July 31, 2012, the Employer's failure and refusal to provide information requested by the Union was also found to be a violation of Section 8(a)(5) and (1) of the Act.<sup>18</sup>

### C. The Hospital's Dress Code Change

In March 2012, Sherle renewed the Hospital's initiative to improve the dress and appearance of its nurses. Her objectives were to implement a dress policy curtailing sloppy appearances, promote a greater sense of professionalism among nurses, and enabling patients, visitors, patients and other Hospital employees to easily identify the departmental affiliation of nurses based on the color of their scrubs. In addition, visitors were to be provided with visitors badges containing an index of the colors of scrubs worn by clinical staff.<sup>19</sup>

In early April 2012, the Hospital's unit managers began informing nurses at meetings that there would be a new dress policy. On April 17, the Employer began measuring nurses for new scrubs.<sup>20</sup> On August 21, the Employer posted a notice instructing nurses to pick up their solid navy blue scrubs in the human resources department and begin using them on September 4.<sup>21</sup> Exceptions were listed for operating, delivery, and cardiac rehabilitation room nurses, who were required to wear colors and patterns specific to their departments.<sup>22</sup> Each nurse was provided with three free uniforms in the required color, thus rendering useless most, if not all, of their personal scrub inventories containing other colors and styles. The cost of any additional or replacement scrubs was to be borne by the nurses.<sup>23</sup>

Included with the scrubs were copies of the new dress policy listing the scrub colors for the various departments. The policy also limited warm up jackets to those matching the navy blue scrubs and precluded the use of certain apparel, including hoodies and fleece jackets, jewelry, piercings, shoes and body art.<sup>24</sup> The change has resulted in discomfort from the cold to at least one employee due to her inability to wear sweatshirts or hoodies over her scrubs during the winter.<sup>25</sup>

<sup>17</sup> 357 NLRB No. 19.

<sup>18</sup> *Memorial Hosp. of Salem County*, 358 NLRB No. 95, slip op. at 4 (2012).

<sup>19</sup> Neither Scherle's expertise in nursing administration nor the merits of her initiative were challenged. (Tr. 128-131, 132-133, 137, 164-165, 184; R. Exh. 9.)

<sup>20</sup> There is no indication that the Union was involved in providing feedback to the Employer about the new scrubs during this timeframe. (Tr. 159-160, 190-193.)

<sup>21</sup> GC Exh. 8.

<sup>22</sup> This finding is based on the credible testimony of nurses Thomas and McAllister. (Tr. 41, 44-45, 57-58, 70-71, 76, 79-81, 92, 100, 103, 110-111, 113, 116, 136-137, 160, 163-164, 172-174, 181, 189-190; GC Exh. 9.)

<sup>23</sup> McAllister and Thomas provided credible and unrefuted testimony regarding the many different colored scrubs that they purchased and used over the years. (Tr. 71-79, 83-84, 92-93, 96, 103-109, 110, 117, 164-165, 169, 193.)

<sup>24</sup> GC Exhs. 7-9(a); R. Exh. 7.

<sup>25</sup> The Employer did not contest McAllister's assertion as to the cold working conditions in the Hospital during the winter months. (Tr. 46, 81-84, 112.)

With respect to compliance, the policy stated that employees “will be sent home if they arrive for their scheduled shift not dressed as per policy” and faced progressive discipline for violating it.<sup>26</sup> Nurses were given a 30-day grace period to comply with the new dress policy.

5 Between September 4 and October 4, 2012, the Employer provided new scrubs to approximately 250 nurses. Some employees, however, elected to purchase their own solid navy blue scrubs and did not use those provided by the Employer.<sup>27</sup>

#### D. Request to Bargain and Information Request

10 In a letter dated May 14, 2012 to Grogan, Lane wrote that the Union demanded bargaining over unilateral changes it heard that Employer intended to make to its dress policy. In addition, Lane requested that specific information about the new dress policy be provided by May 21, 2012. The Employer did not respond to the request.<sup>28</sup>

15 By letter, dated February 11, 2013, the Union requested bargaining with the Employer over the changes to the past dress policy and requested the following information by February 18, 2013: current policies relevant to the Hospital dress policy; new policies and/or changes to policies relevant to uniforms/dress code; list of units affected by these changes; list of all bargaining unit members that will be affected by the changes; and an explanation as to whether the Employer would provide new uniforms or employees be expected to purchase them, how employees would be reimbursed for purchasing new uniforms, applicable disciplinary action if employees did not comply with the policy, and any grace period for compliance. The Employer neither responded nor provided the Union with any of the requested information.<sup>29</sup>

#### LEGAL ANALYSIS

##### *a. Unilateral change in dress code policy*

30 The Acting General Counsel alleges that the Employer violated Section 8(a)(5) and (1) of the Act by unilateral changing its dress code policy on or about September 4, 2012, without giving the Union notice and an opportunity to bargain. The Employer denies it was obligated to bargain with the Union over the change, and argues the change was de minimis, not “material, substantial, and significant,” thus, does not rise to a Section 8(a)(5) and (1) violation. The Employer further contends that the change is protected because it goes to the core purpose of the hospital and was a proper exercise of management prerogative.

40 An employer has a statutory duty to bargain in good faith with union representatives about wages, hours, and other conditions of employment, commonly referred to as “mandatory”

<sup>26</sup> GC Exhs. 9, 9(a).

<sup>27</sup> McAllister and Thomas provided credible testimony as to their dislike for the Hospital-issued scrubs or difficulties getting the proper fit. (Tr. 75, 92, 97- 98, 116-117, 167, 193-194.)

<sup>28</sup> GC Exh. 7(a); Tr. 61-62.

<sup>29</sup> GC Exh. 10(a); Tr. 48-49.

subjects of bargaining. *Crittenton Hospital & Local 40*, 342 NLRB 686, 691 (2004) citing *NLRB v. Borg-Warner Corp.*, 356 U.S. 342 (1958). Workplace apparel is a mandatory subject of bargaining. *Id.* at 690. However, not all unilateral changes in bargaining unit employees' terms and conditions of employment are found to be unfair labor practices. *Crittenton*, 342 NLRB at 687 (2004). A change must be a "material, substantial, and significant" to constitute an unfair labor practice. *Id.*

A minor change, stemming from a prior policy, and not shown to adversely affect the employees, will not constitute an unfair labor practice. *Id.* In *Crittenton* the Board found that a hospital's previous policy, which "strongly discouraged artificial nails," and its new policy, which outright prohibited artificial nails, were not so materially different to constitute an 8(a)(5) and (1) violation. *Id.* In the instant case, however, the Employer's past and new dress policies differed significantly.

The Employer's past dress policy stated that each department would have a dress policy that nurses were expected to follow, and required all employees to be properly groomed and appropriately dressed. The policy also provided employees with wide latitude as to the type and colors of scrubs worn. The new dress policy, however, eliminated that discretion. It requires nurses to wear an all navy blue uniform, permitting only navy blue scrubs and matching warm up jackets if so desired.

Although the Employer provided each nurse hired with two pairs of navy blue scrubs in order to comply with the change in policy, it did not ameliorate the adverse financial impact on nurses, at least some of whom accumulated inventories of dozens to hundreds of scrubs for use at work. Many, if not most, of their scrubs could not be worn under the new dress policy and were rendered inappropriate for use. Because the change in the new dress policy departed significantly from the existing terms and conditions of employment under the past dress policy, the change is material. *Crittenton*, *supra* at 687 (change measured by the extent it departs from the existing terms and conditions affecting employees).

The Employer further argues the unilateral change in the new dress policy is not a violation of the Act because the change reflects the "protection of the core purposes of the enterprise," *Peerless Publications*, 283 NLRB 334, 335 (1987) (change in policy central to employer's core purpose, narrowly tailored to achieve that purpose, and appropriately limited to the affected employees, is not a violation of the Act). However, the Board recently refused to apply the *Peerless Publications* test to a hospital employer. *Virginia Mason Hospital*, 357 NLRB No. 53, fn 7 (2011).<sup>30</sup> Moreover, the Employer's assertion that its decision to implement a system of assigned colored scrubs fell within management's discretion ignores the fact that uniform requirements and workplace appearance are mandatory subjects of bargaining. Thus, the assertion that a change in dress policy merely reflects an appropriate exercise of management prerogatives simply contravenes established Board law. *Crittenton Hospital*, 342 NLRB at 690.

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<sup>30</sup> Contrary to the Employer's argument that the Board's supplemental decision to *Virginia Mason Hospital*, 358 NLRB No. 64 (2012), effectively permitted the core purpose analysis to apply to the health care industry, the Board clearly stated it would not apply the *Peerless Publications* analysis to the hospital industry.

Finally, the Employer's arguments based on *Noel Canning v. NLRB*, 705 F.3d 490 (D.C. Cir. 2012) and *NLRB v. New Vista Nursing & Rehabilitation*, \_\_\_ F.3d \_\_\_, 2013 WL 2099742 (3d Cir. May 16, 2013), that decisions issued by the Board are invalid and unenforceable, and that the Acting General Counsel has no authority to prosecute, are unavailing. First, Board judges are bound to apply established Board precedent which neither the Board nor the Supreme Court has reversed, notwithstanding contrary decisions by courts of appeals. See, e.g., *G4S Regulated Security Solutions*, 359 NLRB No. 101, slip op. at 1, fn. 1 (2013); *Waco, Inc.*, 273 NLRB 746, 749 fn. 14 (1984); *Los Angeles New Hospital*, 244 NLRB 960, 962 fn. 4 (1979), enfd. 640 F.2d 1017 (9th Cir. 1981) and *Iowa Beef Packers*, 144 NLRB 615, 616 (1963, enfd. in part 331 F.2d 176 (8th Cir. 1964)). Second, and more importantly, as a result of a recent burst of bipartisan cooperation in the United States Senate, the Board is now stacked with a full house.<sup>31</sup>

Under the circumstances, the workplace uniform requirements are a mandatory subject of bargaining, and the Employer's change in the dress policy was material, substantial and significant. Accordingly, the Employer's failure to bargain and its unilateral change in the new dress policy violated Section 8(a)(5) and (1) of the Act.

*b. Information request*

The Acting General Counsel also alleges that the Employer violated Section 8(a)(5) and (1) by failing to provide information concerning the new dress policy requested in the Union's information requests since on or about February 11, 2013. The Employer denies that it violated the Act and, in any event, insists there was no basis for it to respond to the Union's request.

It is well established that employers have a duty to furnish relevant information to a union representative during contract negotiations. *NLRB v. Truitt Mfg. Co.*, 351 U.S. 149 (1956). If a union seeks information regarding the terms and conditions of employment, the information requested is presumptively relevant to the union's proper performance of its duties. *Honda of Hayward*, 314 NLRB 443, 449 (1994). Information concerning an employer's policies and procedures with respect to workplace appearance and attire is directly related to a unit employee's terms and conditions of employment; this information is presumptively relevant. *Id.* at 444, 448, 450, 455.

The Union is entitled to receipt of the requested information unless the Employer presents sufficient evidence to rebut the presumption of relevance. *Id.* at 449. However, the Employer failed to present such evidence.<sup>32</sup> Therefore, because the information requested pertained to Unit employees' terms and conditions of employment, the Employer was statutorily obligated to respond in good faith and as promptly as possible. *West Penn Power Co.*, 339 NLRB 585, 587 (2003), enfd. in pertinent part 394 F.3d 233 (4th Cir. 2005). Accordingly, the

<sup>31</sup>See August 13, 2013 National Labor Relations Board Press Release at <http://www.nlr.gov/news-outreach/news-releases/national-labor-relations-board-has-five-senate-confirmed-members>.

<sup>32</sup>Contrary to the Employer's assertion, the subject matter of the requested information was bargainable. Moreover, the fact that the Union waited 5 months to request information after the implementation of the dress code is inconsequential, since the Union has 6 months to file a charge.

Employer violated Section 8(a)(5) and (1) of the Act by failing to respond to the Union's information request since February 11, 2013.

#### CONCLUSIONS OF LAW

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1. The Employer failed and refused to bargain with the Union as the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act by: (1) changing the dress policy for bargaining unit employees on September 4, 2012, without first giving the Union an opportunity to bargain; and (2) failing or refusing to provide the Union with information requested on February 11, 2013.

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

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3. By engaging in the above-referenced unlawful conduct, the Employer has engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

#### REMEDY

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Having found that the Employer has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>33</sup>

#### ORDER

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The Employer, Salem Hospital Corporation a/k/a The Memorial Hospital of Salem County, Salem, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

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(a) Unilaterally changing its dress policy without giving the Union, as the exclusive bargaining representative of unit employees, prior notice and an opportunity to bargain over such changes.

(b) 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.

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

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<sup>33</sup> 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. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

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

5 All full-time and regular part-time, and per diem registered nurses, including staff nurses, case managers, and charge nurses, excluding all other employees, managers, guards and supervisors as defined in the Act.

(b) On request of the Union, rescind the unilateral changes to the dress policy.

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(c) Rescind any disciplinary action taken against unit members for violating the new dress policy.

15 (d) Provide the Union with the information regarding the Employer's new dress policy requested by the Union on February 11, 2013.

(e) Make whole unit employees for any loss of earnings and other benefits they may have suffered as a result of the Employer's implementation of the new dress policy.

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(f) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful discharges or other disciplinary action taken against unit employees for violating the new dress policy, and within 3 days thereafter notify them in writing that this has been done and that the discharges or other discipline will not be used against them in any way.

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(g) Within 14 days after service by the Region, post at its facility in Salem, New Jersey, copies of the attached notice marked "Appendix."<sup>34</sup> Copies of the notice, on forms provided by the Regional Director for Region 4, 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, the notices shall be distributed electronically, such as by email, posting on 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 business or closed the facility involved in these proceedings, the Employer shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since September 4, 2012.

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40 (h) Within 21 days after service by the Region, file with the Regional Director 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.

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<sup>34</sup> 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."

Dated, Washington, D.C. September 10, 2013

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Michael A. Rosas  
Administrative Law Judge

## APPENDIX

### 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 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 unilaterally change the Hospital's dress policy without giving the Union, as the exclusive bargaining representative of the unit employees, prior notice and an opportunity to bargain over such changes.

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

WE WILL, on request, bargain with the Union as the labor representative for our employees in the following bargaining unit:

All full-time and regular part-time, and per diem Registered Nurses, including Staff Nurses, Case Managers, and Charge Nurses, excluding all other employees, managers, guards and supervisors as defined in the Act.

WE WILL, on request of the Union, rescind the unilateral changes to the dress policy, as well as any disciplinary action taken against any employees for violating the new dress policy, and make whole unit employees for any loss of earnings and other benefits they may have suffered as a result of the Employer's implementation of the new dress policy.

WE WILL provide the Union with the information regarding the Employer's new dress policy requested by the Union on February 11, 2013.

WE WILL, within 14 days, remove from our files any reference to the unlawful discharges or other disciplinary action taken against unit employees for violating the new dress policy, and within 3 days thereafter notify the employees in writing that this has been done and that the discharges or other discipline will not be used against them in any way.

WE WILL make whole unit employees for any loss of earnings and other benefits they may have suffered as a result of the Employer's implementation of the new dress policy, less any net interim earnings, plus interest compounded daily.

SALEM HOSPITAL CORPORATION a/k/a  
THE MEMORIAL HOSPITAL OF SALEM COUNTY  
(Employer)

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](http://www.nlr.gov).

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404

(215) 597-7601, Hours: 8:30 a.m. to 5 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, (215) 597-5354.