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

HOLY CROSS YOUTH AND FAMILY SERVICES, INC.
d/b/a KAIROS HEALTHCARE

and Case 07–CA–105050

LOCAL 517 M, SERVICE EMPLOYEES INTERNATIONAL
UNION

Sarah Pring Karpinen, Esq.,
for the General Counsel.
Costanzo Z. Lijoi, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

MARK CARISSIMI, Administrative Law Judge. This case was tried in Saginaw, Michigan, on December 18-19, 2013. Local 17 M, Service Employees International Union (the Union) filed the charge on May 13, 2013, an amended charge was filed on May 14, 2013, and a second amended charge was filed on July 18, 2013. The Acting General Counsel[1] issued the complaint on August 23, 2013.[2]

On the entire record, including my observation of the demeanor of the witnesses,[3] and after considering the briefs filed by the General Counsel and the Respondent, I make the following

---

[1] I have taken administrative notice of the fact that on October 29, 2013, the United States Senate confirmed President Obama's nomination of Richard F. Griffin Jr., to be the Board's General Counsel and that he was sworn in on November 4, 2013.

[2] I have taken administrative notice of the fact that the Regional Director has filed a petition for an injunction under Section 10(j) of the Act regarding the allegations of the complaint in the United States District Court for the Eastern District of Michigan, Southern Division in Case 13-cv-14686. That matter is presently pending before the court.

[3] In making my findings regarding the credibility of witnesses, I considered their demeanor, the content of the testimony, and the inherent probabilities based on the record as a whole. In certain instances, I credited some, but not all, of what a witness said. I note, in this regard, that "nothing is more common in all kinds of judicial decisions than to believe some and not all" of the testimony of a witness. *Jerry Ryce Builders*, 352 NLRB 1262 fn.2 (2008), citing *NLRB v. Universal Camera Corp.*, 179 F.2d 749, 754 (2d Cir. 1950), revd. on other grounds 340 U.S. 474 (1951). See also *J. Shaw Associates LLC*, 349 NLRB 939, 939-940 (2007).

FINDINGS OF FACT

I. JURISDICTION

Holy Cross Youth and Family Services, Inc., d/b/a Kairos Healthcare (the Respondent), a corporation, with an office and facilities in Saginaw Michigan, operates a residential drug and alcohol rehabilitation center. Annually, in conducting its operations described above, the Respondent derives gross revenues in excess of $250,000 and purchases and receives at its Saginaw, Michigan facilities goods valued in excess of $5000 directly from points outside the State of Michigan. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The Respondent also admits, and I find, that it is a health care institution within the meaning of Section 2(14) of the Act. The Respondent admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The complaint alleges that on or about April 24, 2013, the Union orally requested that the Respondent furnish it with information regarding the average number of hours worked by temporary on-call (TOC) resident technicians over the previous 6-month period and that the Respondent has failed to furnish the Union with the requested information in violation of Section 8(a)(5) and (1) of the Act. The complaint also alleges that on May 1, 2013, the Respondent withdrew recognition from the Union and has refused to meet with it for purposes of collective bargaining in violation of Section 8(a)(5) and (1). Finally, the complaint alleges that the Respondent unilaterally granted a wage increase to unit employees on May 3, 2013, retroactive to March 2, 2013, in violation of Section 8(a)(5) and (1) of the Act.

Facts

Background

In February 2012, the Respondent purchased the assets of Kairos Healthcare, Inc. (Kairos) which had been providing residential and alcohol rehabilitation services to clients in the Saginaw, Michigan area. At the time of the Respondent's purchase of the assets of Kairos, the Union was party to a collective-bargaining agreement with Kairos which was effective by its terms from June 1, 2010 through May 31, 2012. (GC Exh. 2.) The classifications of employees covered by the collective bargaining agreement between Kairos and the Union included "all full-time and part-time residential technicians, therapeutic aides, housekeepers and cooks." There were approximately 50 employees in the Kairos unit.

After the Respondent's purchase of Kairos, Sharon Berkobien, the regional director of Holy Cross Childrens' Services (Holy Cross),[4] met with the former Kairos' employees and gave them information regarding the hiring practices of Holy Cross and passed out copies of its

[4] Although the record is somewhat unclear on this point it appears that the Respondent is a subsidiary of Holy Cross as Berkobian testified that Holy Cross operates programs in the cities of Saginaw, Flint, Alpena, Traverse City, Grand Rapids and Kalamazoo. (Tr. 223)

employee handbook. Berkobien indicated that employees would have to pass a central registry check to ensure that they had not engaged in any abusive or negligent conduct. She further indicated, however, that if they passed the central registry check they would have a job with the Respondent. Berkobien stated that the Respondent would maintain the same wage rates for employees and that in a year it would meet with employees again to assess the status of the operation.

In February 2012, Kairos informed Darliane Blackmon, a union representative, that the Respondent would be purchasing its assets. Blackmun then contacted the Respondent's attorney, James Bellanca, to inform him that the Union had been in negotiations with Kairos for a new collective-bargaining agreement and that the Union would like to meet with the Respondent to begin negotiations. The parties agreed to meet in March 2012 to discuss negotiating a collective-bargaining agreement. Pursuant to the Blackmon's request, on February 22, 2012, Bellanca furnished the Union with a list of the employees that the Respondent had hired that had previously been employed by Kairos. (GC Exh.3.)

The Respondent continued the operations of Kairos without a hiatus. The list submitted by the Respondent to the Union on February 22, 2012, establishes that a substantial majority of the employees that the Respondent hired in unit positions had formerly been employed by Kairos. Initially, the Respondent employed approximately 31 employees in unit positions. The Respondent admits that it is a successor to Kairos. (Tr. 18-20.) At the hearing the parties stipulated (G.Exh. 15) that the appropriate bargaining unit is:

> All regular full-time and regular part-time residential technicians/treatment specialists and transporters employed by the Respondent at its facilities located at 3400 S. Washington, Saginaw, Michigan, and 1321 South Fayette Street, Saginaw, Michigan; but excluding directors, assistant directors counselors, therapists, maintenance staff, housekeepers, cooks, site support staff and administrative/billing support staff, temporary on-call staff, and guards and supervisors as defined by the Act. [5]

Present for the Union at the first collective-bargaining meeting in March 2012 were Blackmon and Wendy Bryant, a union steward at the Respondent's facility. Present for the Respondent were Bellanca and Alyson Beck, the Respondent's human resources director. At this meeting, the parties discussed combining some of the provisions of the Respondent's policy manual in the noneconomic provisions of the contract. The parties met again in April 2012, and continued their discussion of noneconomic matters.

On July 31, 2012, Blackmon submitted a complete contract proposal to the Respondent (R Exh.1), which served as the basis for the parties later meetings. The parties next met in

[5] In April, 2012, the Respondent moved its operations from the facility that Kairos had been using to two other facilities. At the Queen of Angels facility in Saginaw the Respondent treats adolescents and women. The Respondent also operates a facility for men at what Berkobien referred to as the "Fayette campus."

September 2012 and continued to make progress on the noneconomic provisions of a collective bargaining agreement.

On October 29, 2012, Bellanca sent an email to Blackmon with the revisions to a draft contract resulting from the parties last meeting. (GC Exh. 4.) In his email, Bellanca informed Blackmon that Beck was no longer employed by the Respondent and that her replacement was Tammy Jarvis. Bellanca's email further indicated: "I suggest most respectfully that we try to put non economic issues to bed (there are only a few) before scheduling [our] next meeting."

In December, 2012, Jeanette Amos, who was employed by the Respondent as a residential technician and laundry worker, circulated a petition against the Union at the facility. The heading of this petition stated in part: "The undersigned employees of Kairos Health care/Holy Cross (employer name) do not wish to be represented by SEIU (union name)." There were 21 signatures on this petition. The dates on the petition reflect that it was signed by employees from December 17 to December 19. (GC Exh. 5.) Amos credibly testified that she observed all the employees sign the petition.

Shortly after obtaining the signatures on the petition, Amos called Blackmon and told her that she had a petition that she wanted to give her. Blackmon asked Amos to deliver the petition to the Union. As requested, Amos delivered the petition to the Union. A couple of days afterwards, Blackmon called Amos and gave her reasons as to why she should support the Union. Amos responded by telling Blackmon that she felt the Union was not necessary at the Respondent's facility. Amos never filed the petition with the National Labor Relations Board.

In January 2013, the parties met again and continued negotiations for a collective-bargaining agreement. Bellanca and Tammy Jarvis, the Respondent's new human resources director, attended for the Respondent. Blackmun and Bryant represented Union Blackmon did not mention the petition that she had received from Amos at this meeting.

According to Bellanca's uncontroverted testimony, at some point in January after the meeting with the Union, he was told by one of the Respondent's managers that a petition against the Union had been circulated and signed by employees. Bellanca could not recall specifically who told him that but he believed that it was Jarvis.

On or about February 3, 2013, the Respondent conducted a meeting for all of its employees at the Queen of Angels facility in Saginaw. The meeting began with an assessment of how the Respondent had performed in its first year of operation. At some point in the meeting, Jarvis told the assembled employees that, based on the advice of their attorneys, she wanted the employees represented by the Union to step outside for portion of the meeting. After the bargaining unit employees left the meeting, Jarvis told the unrepresented employees that they would receive a 4-percent raise effective March 1, 2013.After the announcement was made, the bargaining unit employees returned to the meeting. Those employees were not given any further information as to why they were asked to leave the meeting.

Berkobian's uncontroverted testimony established that holding this meeting was consistent with the policy of Holy Cross to conduct an annual review of its facilities and grant raises when they were warranted.

In March 2013, Sasha Eisner, an organizing coordinator for the Service Employees International Union (SEIU), was assigned to assist in the negotiations between the Union and the Respondent. Eisner testified that because of the SEIU's concern regarding the possibility of the enactment of a right to work statute in the State of Michigan, it had instituted a program of having employees reaffirm their support for the union representing their bargaining unit. To that end, in March, 2013, the Union, through Blackmon and Bryant, solicited unit employees to sign authorization cards. The authorization cards stated, in part "I want to be a member of SEIU Local 517 M." It also contained language authorizing the employer to deduct union dues. At the trial, the General Counsel introduced 22 signed authorization cards that were executed on various dates in March 2013, (GC Exh. 7) without any objection being raised by the Respondent.

Blackmon testified, without contradiction, that she solicited employees Tangya Moore, Armond McBride, Veronica Washington, and Cloretha Wilborn to sign authorization cards and that those employees signed their cards in her presence.

Bryant also testified that she solicited employees to sign authorization cards. Bryant testified that she was responsible for obtaining all of the signed authorization cards except those obtained by Blackmon. According to Bryant, she asked employees who she knew supported the Union if they still wanted to be a part of it. Bryant also said to employees that the cards would be used to deduct dues from their paycheck. If an employee responded positively, Bryant asked the employee to sign an authorization card. Bryant estimated that she spoke to approximately 20 employees about signing an authorization card. Bryant, who works on the second shift, was present when a number of employees signed their cards. Bryant left some cards with employees Shanta Rowe and Tangya Moore to assist in obtaining signatures from employees on the first and third shifts. Bryant testified that three to five signed cards from both the first and third shift were obtained in this manner.

Although, as noted above, the Respondent's counsel did not object to the introduction of the authorization cards at the hearing, in his brief he "suggested" that I conclude some of the cards were not sufficiently authenticated, based on Bryant's testimony that she did not personally observe the execution of 6 to 10 of the cards. However, the Board has found authorization cards to be valid even though the individual soliciting the cards did not witness the actual act of signing. *Evergreen America Corp*., 348 NLRB 178, 179 (2006) enf. 531 F. 3d 321 (4th Cir. 2008). Accordingly, I find the fact that Bryant did not witness the execution of an authorization card by several employees is insufficient to invalidate those cards.

The Respondent's brief also contends that the authorization cards were solicited under circumstances that establish that they do not indicate continued employee support for the Union. The Respondent notes that the Union began to solicit employees to sign authorization cards approximately a week after the nonunit employees received their raises on March 1, 2013. The Respondent points to the fact that during the time period in March that Brian solicited employees to sign authorization cards, unit employees informed Bryant that they were upset that they had also not received a raise and that the Union had informed them that a raise was "still on the table." According to the Respondent this ". . . establishes a compelling circumstance that those cards were solicited and signed by employees who believe that the raise was the predominant factor in the process, and not for purposes of reaffirming a commitment to the Union." (R.. Br. at 11).

In the first instance Bryant credibly denied that she discussed the raise when she solicited employees to sign authorization cards (Tr. 153). While the Board has held that in determining whether authorization cards will support a bargaining order it examines " . . . whether or not the *totality of circumstances* surrounding the card solicitation is such as to add up to an assurance to the card signer that his card will be used for no purpose other than to help get election." (Emphasis in original) *Pedro's Restaurant*, 246 NLRB 567 fn. 2 (1979), the Respondent cites no cases to support the novel argument set forth in its brief as to why the authorization cards in the instant case should not be viewed as an indication of continuing support for the Union. In the instant case, the authorization card clearly states that by signing the card an employee wishes to be a member of the Union. Given the unambiguous nature of the card, the Respondent must establish that the card language was clearly canceled by the card solicitor by the use of words reasonably calculated to direct an employee to disregard the language on the face of the card. *Action Auto Stores, Inc*., 298 NLRB 875, 879-880 (1990) enfd. 951 F.2d 349 (6th Cir. 1999). Here, the Respondent presented no credible evidence to establish that the cards were obtained through the use of misrepresentations that effectively canceled the plain language on the card. See *Thriftway Supermarket*, 276 NLRB 1450, 1455-1456 (1985), enfd. 808 F. 2d 835 (4th Cir. 1986). Under these circumstances, I find that all 22 of the authorization cards contained in GC Exh. 22 were sufficiently authenticated and that they constitute valid expressions of support for the Union.[6]

On March 13, the parties had a negotiation session at Bellanca's office. This was the first meeting that Eisner attended on behalf of the Union. Blackmon and Bryant were also present. Bellanca and Jarvis were present for the Respondent. Eisner, Blackmon, and Bellanca testified regarding this meeting at the hearing.[7] There is no conflict in the testimony of the witnesses that Bellanca asked the union representatives if they were aware of a decertification petition. It is also undisputed that Eisner asked Bellanca if he was asking whether a decertification petition had been filed with the NLRB. Eisner said that if a petition had been filed both parties would have been notified. Eisner then asked Bellanca if he had received any such notification and Bellanca responded that he had not.

After this point the testimony of the witnesses conflicts to some degree. According to Blackmon, she also indicated to Bellanca that she was not aware that a petition had been filed. Blackmon testified that she answered Bellanca's question in that fashion because the petition had not, in fact, been filed with the NLRB. According to Blackmon, she also told Bellanca that she was aware that an employee had obtained signatures on a petition and had dropped the information off at her office. According to Blackmon, she also told Bellanca that the Union had obtained authorization cards recently from a majority of the unit.

According to Eisner, Blackmon may have commented that there had been previous "decertification agitation" by a particular employee who was opposed to the Union and the

[6] The Respondent's brief contends that the card of Barbara Blackmon is undated. However, Blackmon's card is clearly dated March 22, 2013. The Respondent's brief also contends that the card of Cedrick Cheatham appears to be dated on July 4, 2013. While admittedly the date on Cheatham's card is somewhat indistinct, it appears to me to be dated March 4, 2013. Based on the credited testimony of Darliane Blackmon and Bryant that all of the authorization cards in GC Exh. 7 were solicited in March 2013, I find that Cheatham's card is, in fact, dated March 4, 2013.

[7] Jarvis not testify at the hearing.

Union knew about that. Eisner testified that he told Bellanca that the Service Employees International Union (SEIU) was having employees statewide reaffirm their union support because of a concern about a right to work law being enacted in Michigan and that the Union had been obtaining cards in the Respondent's bargaining unit and was confident that it had majority support.

On cross-examination, Eisner testified that when Bellanca initially asked him if he was aware of the existence of a decertification petition being circulated, he did not know that a petition had been given to Blackmon prior to the meeting. Eisner testified that during a caucus, he and Blackmon discussed the matters that had been covered in the morning, including Bellanca's question regarding a decertification petition. At that point Blackmon told him that there was some sort of a petition from employees that had been given to her. Eisner further testified that after the caucus he did not inform Bellanca of the petition that Blackmon had received from Amos.

According to Bellanca, Blackmon did not respond to his question regarding whether the Union was aware of the petition being circulated to remove the Union. As noted above, Bellanca's testimony was consistent with that of Eisner regarding the manner in which Eisner responded to his question regarding the Union's knowledge of a decertification petition.

I find Eisner's testimony to be the most credible version of this meeting. His testimony was the most detailed and his demeanor was convincing. Bellanca's testimony was not nearly as detailed. Blackmon's testimony also lacked detail and was implausible in certain respects. Thus I credit Eisner's testimony regarding this meeting to the extent it conflicts with that of Bellanca and Blackmon.

Accordingly, I find that only Eisner answered Bellanca's initial question regarding the Union's knowledge of the decertification petition. There is no mention in Eisner's testimony of Blackmon also responding to that question. I specifically do not credit Blackmon's testimony that she informed Bellanca at this meeting that she was aware than an employee had solicited signatures on a petition and dropped it off at her office. In the first instance, this testimony is squarely contradicted by Eisner's testimony that he only learned of the existence of the petition from Blackmon during a luncheon caucus. In addition, I find that it is implausible that Blackmon mentioned the petition to Bellanca at that meeting, without him further inquiring about it. As later events show, the existence of that petition served as the basis for the Respondent's refusal to continue bargaining with the Union. Given the importance of this issue to Bellanca, if Blackmon had mentioned its existence at the meeting, I am certain that Bellanca would have pursued the issue.

I find that Blackmon and Eisner informed Bellanca that the Union was obtaining authorization cards from unit employees and that the Union was confident in its majority support as their testimony is mutually corroborative in this regard. In addition, the record contains no denial from Bellanca on that issue.

According to Eisner's uncontroverted testimony, after the discussion of the petition, the parties discussed the status of temporary on-call employees, who the parties at times referred to as TOCs. Such employees were excluded from the unit, but the Union representatives noted that

often temporary on-call employees were scheduled for 40 hours a week and thus were not being utilized as merely substitutes for absent employees. Jarvis replied that the Respondent had converted TOCs who worked for a substantial number of hours on a regular basis to regular part-time or full-time employees and had thus placed them in the bargaining unit. The Union representatives agreed that the Respondent had acted appropriately by doing so but they also indicated that the Union would like to have a defined threshold of hours that would establish when such employees were to be included in the bargaining unit. Bellanca invited the Union to make proposal on that issue at the next meeting.

On April 2, 2013, the Union submitted a counterproposal to the Respondent based upon the discussions that had been held at the March meeting. On April 12, Blackmon sent an email to Bellanca which indicated, in part, that the Union was seeking a date when Bellanca was available to meet and that it was requesting for the second time an updated seniority list for all unit employees ". . . detailing their current rate of pay, status full, part-time or sub and the work hours on a weekly [basis] from 2/1/12 to present." (GC Exh. 14.) Bellanca replied by email the same date indicating that he was available for a meeting on April 24.

Bellanca testified that prior to the parties next meeting on April 24, Jarvis had received a copy of the petition that Amos had given to the Union and reported to him that it contained approximately 22 or 23 signatures, which constituted a clear majority of the unit employees.

At the meeting held on April 24, Bellanca and Jarvis were present for the Respondent while Eisner, Blackmon and Bryant represented the Union.[8] The meeting began by the parties reviewing the most recent draft agreement that had been prepared by the Union. Bellanca informed the Union that union security and healthcare were "deal breakers" for the Respondent. The parties discussed whether the Union had previously withdrawn its union-security proposal and whether the Respondent should be permitted to cancel health insurance during the term of the agreement under certain conditions.

Bellanca then raised again the question of the petition that Amos has circulated. Bellanca told the Union representatives that they had not been forthcoming with him when he had asked about the petition in March. Eisner replied by indicating that the Union had not denied the existence of a petition but had understood Bellanca's question to be whether a decertification petition had been filed with the NLRB. Eisner apologized for any misunderstanding that may have occurred. Bellanca replied that the Respondent has now seen a copy of the decertification petition and that he was concerned about it and would like to resolve the question of representation by going to a Board- conducted election. Eisner asked Bellanca when the signatures on the petition were dated and Bellanca replied that he did not know. Eisner indicated that the Union did not see the need for an election because , as the Union had previously indicated, it had been obtaining authorization cards and now a "super majority" of the employees had reaffirmed their support for the Union by signing cards. The parties then caucused.

[8] Eisner, Blackmon, Bryant, and Bellanca testified regarding this meeting. I found the testimony of Eisner to be the most complete and detailed version of what occurred and it was corroborated in all material respects by that of Blackmon and Bryant. Therefore, I have credited Eisner's testimony to the extent it conflicts with that of Bellanca's less detailed testimony.

After the caucus, the Union returned with the signed authorization cards that it had obtained in March 2013 (GC Exh. 7). Eisner showed Bellanca the stack of cards with Bryant's signed card on top. Eisner told Bellanca that he did not want to tell him how many cards had been signed and that he would not show him the names of the employees who had signed cards. Eisner did indicate that Bellanca could see Bryant's card because she was present at the negotiations. Eisner gave Bellanca a blank card so that he could review the language on it. Eisner indicated that this was the Union's "reassurance" to the Respondent that the Union had solid majority support in the unit and the parties should continue with their negotiations. Eisner credibly denied that Bellanca asked to see the remainder of the signed authorization cards. When Eisner suggested that the parties should continue bargaining, Bellanca agreed to do so.

The parties then went through the draft contract and were able to reach tentative agreements on some additional items. Eisner also made a proposal that temporary on-call employees be included in the bargaining unit if they worked 10 hours a week. Bellanca said that that was a little "light" because an employee could work 40 hours in one week for an employee on vacation but not work for substantial time afterwards. Eisner then indicated that the Union would prepare another proposal on that issue. Eisner then said it would be helpful if the Responded would provide the Union with the hours that temporary on-call employees have worked weekly for the last 6 months because the Union believed they were being overutilized in that capacity (Tr. 173). At that point, Bellanca stood up and said that the Respondent was done negotiating for the day. Eisner told Bellanca that the Union would follow up and give him a counter proposal on union security and healthcare and would also make another offer with respect to wages.

Approximately 15 minutes after leaving, Bellanca returned to the room in which they had been meeting and told Eisner and Blackmon that the Respondent had lost a sense of trust with the Union regarding the decertification question. Eisner apologized again, saying it was a misunderstanding and that the Union had answered the question about whether a petition had been filed with the NLRB. Eisner said that the Union had produced the authorization cards it had obtained and he felt that they should continue bargaining. Bellanca then again left the meeting.

On April 26, the Union sent the Respondent an email in which it made a counter proposal regarding the issue of health care and withdrew its proposal for a union-security clause. The Union also made a new proposal that temporary on-call employees be reclassified as part-time employees, and therefore included in the unit, if they worked an average of 20 hours or more per week for 90 consecutive days. (GC Exh. 10). On the same day, the Respondent sent the Union a list of the employees in the unit and a separate list of employees who were temporary on-call employees (GC Exh. 12). The Respondent did not provide any information regarding the number of hours worked by the temporary on-call employees on a weekly basis in the past 6 months, as the Union had requested.

On May 1, 2013, Bellanca sent a letter to the Union (GC Exh. 11) which stated in relevant part:

> [W]e have seen a copy of a petition signed by a majority of the coworkers in the Union Class indicating that they no longer wished to be represented by a Union,

> delivered to you weeks ago. While you have indicated that a majority of the coworker support a Union when asked for proof, you refused to provide it.
>
> We have, therefore, decided to implement a wage increase to $9.15 per hour, retroactive to the date on which we provided wage increases to co-workers not included in the Union Class.
>
> We no longer see any reason to meet with you.

Shortly after its May 1 letter the Respondent unilaterally implemented a wage increase regarding bargaining unit employees retroactive to March 1, 2013.

Eisner and Bellanca spoke by phone on May 6.[9] Eisner indicated that the Union was disappointed in the Respondent's position because in the Union felt that the parties had been getting closer to an agreement. Eisner told Bellanca that if he had said at the last meeting that the Respondent was not going to bargain with the Union further because of the decertification petition that had been circulated, the Union might have done something else to assure the Respondent of its majority support. When Eisner asked Bellanca what happened, Bellanca responded that he had been instructed by his client to take this action.

During this conversation Eisner told Bellanca that he compared the petition circulated by Amos with the authorization cards the Union had signed in March and that the Union had support from a majority of the employees that was more recent than the petition that Amos has circulated. Eisner offered to have a third party like a mediator verify the cards and Bellanca replied that he would discuss it with his client. Eisner asked Bellanca if the Respondent was withdrawing recognition. Bellanca replied that the Respondent was just not going to bargain anymore. When Eisner asked Bellanca if he was "formally walking away from all forms of recognition," Bellanca replied that he did not think the Respondent had any obligation to the Union other than discussing a contract and that the Respondent would not bargain any further with the Union.

On May 7, Eisner sent an email to Bellanca (GC Exh. 13) that states:

> This is to confirm our telephone conversation of May 6, 2013 we spoke in response to your May 1, 2013 correspondence in which you state you no longer see a need to continue contract negotiations with SEIU Local 517 M representatives (despite, in the Union's view that the parties were close to reaching a contract settlement). The reason was based on having seen "a copy of a petition" you believe indicates a majority of Kairos residential techs no longer wished to be represented by a Union

[9] To the extent that there is a conflict in the testimony of Bellanca and Eisner regarding this phone conversation, I credit Eisner's testimony. Eisner's testimony regarding their phone conversation was more detailed than that of Bellanca and Eisner's testimony is consistent with an email he sent to Bellanca after the conversation.

> As I stated by phone, we believe your actions to be premature and unnecessarily aggressive as:
> 1. No petition was filed with the National Labor Relations Board.
> 2. The petition signatures were dated in December 2012.
> 3. We have in our possession a larger majority of the same class of coworkers who have indicated they do wish to be members of the Union dated in March 2013.
>
> Rather than the parties enduring, at your suggestion, an NLRB-administered certification election, which by nature often causes labor-management as well as worker-to-worker tension in the workplace-both undesirable distractions from the primary purpose of the organization, we propose the following:
>
> The parties would agree to have the Union's cards reviewed by mutually agreed-upon third-party (e.g., the mediator) and matched against a current employer-provided list of residential techs to determine if what I stated in #3 above is true (i.e., that we possess a more recent showing of majority than the December 2012 petition copy you've seen).
>
> If such majority is verified the parties agree to return the bargaining table where we last left, and work to finalize an agreement.
>
> Please confirm by email response if your client is willing to agree.

On May 7, Bellanca sent an email to Eisner (GC Exh. 13) in response indicating:

> You have taken out of context statements that I made when last we met in Saginaw and in our conversation of yesterday. I gave you several reasons why we made the decision we made. Among them were you refusal to show us the cards when we asked to see them and your refusal to consider a supervised election when we suggested it. There are other reasons. Your view of how close we were to finalizing a contract is also not shared by us in the light of what we believe has been regressive bargaining since last fall.
>
> I will as I believe I am required to do forward your email to my client and you can expect a written reply

The parties have had no further bargaining sessions since April 24. On April 26, shortly before Bellanca's May 1 letter, indicating that the Respondent would no longer bargain with the Union, there were 25 employees in the bargaining unit, including transporter Danyelle Rouster. (GC Exh. 12; Tr. 205).[10] The petition that Amos circulated in December 2012 contained 21 signatures. A comparison of the signatures on the petition to the list of unit employees and temporary on-call employees submitted to the Union on April 26 reflects that petition signer Shane Williams was no longer employed as of April 26, 2013. The petition that Amos

[10] Although Rouster's name did not appear in GC Exh. 12, at the hearing the parties stipulated that she was, in fact, a unit employee on April 26, 2013.

circulated in December 2012 also contains the signatures of five employees, who the Respondent indicated were temporary on-call employees on the list submitted to the Union on April 26, 2013. (GC Exh. 12.) These employees are Derrick Boykins, Cedrick Cheatham, Vincent Dugan, Louis Seamon, and Jerome Wilson. As noted above, temporary on-call employees are not included in the bargaining unit. Thus, 15 employees employed in the unit on April 26, 2013, had signed the petition in December 2012.

As noted above, the Union obtained 22 signed authorization cards in March 2013. A comparison of the authorization cards to the list of unit employees and temporary on-call employees as of April 25, 2013, reveals that four of the cards were signed by temporary on-call employees, Cedrick Cheatham, Paulette Lowery, Veronica Washington, and Jerome Wilson. Thus, on April 25, 2013, the Union had obtained 18 authorization cards from bargaining unit employees.

Among the 18 cards the Union obtained from unit employees, 8 were from employees who had also signed the December 2012 decertification petition. As of April 26, the unit employees who signed both the decertification petition and an authorization card were: Reginald Alford, Shelisa Ball, Barbara Blackmon, Derrick Jackson, Danyelle Rouster, Fred Taylor, Mary Boltz, and Antonio Williams. There is no evidence that the number of unit employees changed from April 26 to May 1, the date of Bellanca's letter to the Union advising it that the Respondent would no longer bargain with it.

Analysis

Whether the Respondent violated Section 8(a)(5) and 1) of the Act by Withdrawing Recognition and Refusing to Bargain with the Union after May 1, 2013

The complaint alleges, inter alia, that the Respondent withdrew recognition from the Union on or about May 1, 2013. Although the Respondent has admittedly refused to bargain with the Union since that date, at the hearing and in its brief, the Respondent denies that it has withdrawn recognition from the Union. In its brief, the Respondent describes its position as follows: "Respondent suspended Contract negotiations based upon the Petition for Decertification, which objectively established that the Union lost its majority status." (R.. Br. at 18.) On May 1, however, the Respondent informed the Union that it would no longer bargain with it because of what the Respondent believed was a majority petition reflecting a lack of support for the Union. The Respondent also informed the Union that it was going to grant a unilateral wage increase. I find that by doing so, the Respondent engaged in conduct that constituted a de facto withdrawal of recognition. *Control Services, Inc.* 303 NLRB 481, 492-493 (1991), enfd. 961 F.2d 1568 (3d Cir. 1992).

In determining whether an employer acted unlawfully in withdrawing recognition from an incumbent union, the Board applies the standard established in *Levitz Furniture Co. of the Pacific*, 333 NLRB 717 (2001). In *Levitz* the Board held:

> [A]n employer with objective evidence that the union has lost majority support-for example, a petition signed by a majority of the employees in the bargaining unit, withdraws recognition at its peril. If the union contests the withdrawal of

> recognition in an unfair labor practice proceeding, the employer will have to prove by a preponderance of the evidence that the union had, in fact, lost majority support at the time the employer withdrew recognition. If it fails to do so, it will not have rebutted the presumption of majority status, and the withdrawal of recognition will violate Section 8(a)(5). [Id. at 725]

In *HQM of Bayside, LLC*, 348 NLRB 758 (2006), enfd. 518. F.3d 256 (4th Cir. 2008), the Board noted in applying the principles of *Levitz*:

> The union does not have to demonstrate conclusively to the employer prior to the withdrawal of recognition that it still has majority status. Rather it is the employer's burden to show an actual loss of the union's majority support at the time of the withdrawal of recognition. [348 NLRB at 759]

In defending against its refusal to bargain with the Union, the Respondent relies upon the petition that Amos circulated in December 2012, which it contends establishes that the Union had lost its majority status. Based on the principles set forth above, it is necessary to determine whether this petition established that as of May 1, 2013, the Union had, in fact, lost majority support. As noted above, six of the employees who signed the December 2012 petition were not unit employees on May 1, 2013. Shane Williams was no longer employed on May 1, and Derrick Boykins, Cedrick Cheatham, Vincent Dugan, Louis Seamon, and Jerome Wilson were temporary on-call employees and thus not included in the unit.

In addition eight unit employees who signed the December 2012 petition reflecting that they no longer wanted union representation subsequently signed a union authorization card in March 2013. Those employees are Reginald Alford, Shelisa Ball, Barbara Blackmon, Derrick Jackson, Danyelle Rouster, Fred Taylor, Mary Boltz, and Antonio Williams.[11]

The Board has held in *HQM of Bayside, LLC*, supra, *Parkwood Developmental Center*, 347 NLRB 974 (2006) and *Highlands Regional Medical Center*, 347 NLRB 1404, 1407 (2006) that an employer attempting to show a loss of a union's majority status cannot rely on signatures of employees who subsequently demonstrated support for the union. Consequently, in the instant case, the Respondent was not entitled to rely on the signatures of the eight employees noted above as reflecting a lack of support for the Union, since those employees subsequently also signed a union authorization card prior to the Respondent's withdrawal of recognition.

While the December 2012 disaffection petition circulated by Amos contained the signatures of 21 employees, as of May 1, 2013, 6 of those employees were not in the bargaining unit and 8 other employees subsequently signed authorization cards reaffirming their membership in the Union and authorizing the Respondent to deduct dues from their paycheck. Thus, as of May 1, 2013 the Respondent could only rely on seven of the signatures on the December, 2012 petition as demonstrating a lack of support for the Union. Since there were 25 bargaining unit employees on May 1, 2013, the December 2012 petition does not establish that

[11] Of the 22 authorization cards obtained by the Union in March 2013, 4 were signed by temporary on-call employees Cedrick Cheatham, Paulette Lowery, Veronica Washington, and Jerome Wilson. Thus, the Union obtained 18 valid authorization cards from unit employees.

on May 1, 2013, the Union had, in fact, lost majority support in the unit.[12] Accordingly, I find that the Respondent violated Section 8(a)(5) and (1) of the Act by withdrawing recognition from the Union on May 1, 2013, and refusing to bargain with it after that date.

Whether the Respondent Refused to Provide Information to the Union in Violation of Section 8(a)(5) and (1) of the Act

As noted above, at the March 13, meeting the parties had discussed the status of temporary on-call employees. Although those employees had been excluded from the unit in the Union's contract with the Respondent's predecessor, the union representatives noted that some temporary on-call employees were being scheduled for 40 hours a week and thus were not being utilized as merely substitutes for absent employees. The union representatives indicated that they would like to have a defined threshold of hours that would establish when such employees were to be included in the bargaining unit. Bellanca invited the Union to make proposal on that issue at the next meeting

At the next meeting on April 24, the Union made a proposal that temporary on call employees be included in the bargaining unit if they worked 10 hours a week or more. Bellanca replied that the problem with that proposal was that an employee could work 40 hours in one week for an employee who was on vacation but not work for substantial period of time after that. Eisner then indicated that the Union would prepare another proposal to address the employer's concern. In order to assist the Union in preparing another proposal, Eisner requested that the Respondent provide the Union with the hours that temporary on-call employees had worked on a weekly basis in the last 6 months. Eisner told the Respondent's representatives that the reason for the request was that the Union believed that temporary on-call employees were being overutilized in that capacity. Shortly after Eisner made this request, Bellanca abruptly ended the meaning. The Union was never provided with the information it had orally requested at this meeting.

In its request, the Union sought information regarding the hours worked by temporary on-call employees, a classification that had historically been excluded from the bargaining unit. However, the Union requested the information in order to assist it in preparing a new proposal to the Respondent addressing when it would be appropriate to include temporary on-call employees who worked on a regular basis in the bargaining unit.

In *A-1 Door and Building Solutions*, 356 NLRB No. 76, slip op. at 2 (2011), the Board summarized the duty to provide information in contract negotiations as follows:

> An employer's duty to bargain includes a general duty to provide information needed by the bargaining representative in contract negotiations and administration. See *NLRB v. Truitt Mfg. Co*., 351 U.S. 149, 152-153 (1956);

[12] As noted above, *HQM Bayside, LLC*, supra, makes it clear that a union does not have to conclusively demonstrate to an employer prior to the withdrawal of recognition that it still had majority status. Thus, in the instant case, the fact that the Union was unwilling to allow the Respondent to examine the authorization cards it had obtained in March 2013 at the April 24, 2013 meeting is not material to resolution of this case.

> *Caldwell Mfg. Co*., 346 NLRB 1159, 1159 (2006). Generally, information concerning wages hours and other terms and conditions of employment for unit employees is presumptively relevant to the union's role as exclusive collective-bargaining representative. See *Southern California Gas Company*, 344 NLRB 231, 235 (2005). By contrast, information concerning extra unit employees is not presumptively relevant; rather, relevance must be shown. *Shoppers Food Warehouse Corp*., 315 NLRB 258, 259 (1994). The burden to show relevance, however, is "not exceptionally heavy," *Leland Stanford Junior University*, 262 NLRB 136, 139 (1982), enfd. 715 F.2d 473 (9th Cir. 1983); "[t]he Board uses a broad, discovery-type standard in determining relevance information requests. *Shoppers Food Warehouse*, supra at 259

In the instant case, the General Counsel has established the relevance of the requested information concerning the non-unit temporary on-call employees. The requested information would clearly assist the Union in making an intelligent proposal regarding at what point such employees should be included in the bargaining unit as either regular part-time or full-time employees. Obviously, it would also assist the Union in assessing any proposal the Respondent may make regarding this issue.

I do not agree with the Respondent's argument that it did not have an obligation to provide the requested information because the Union made two proposals regarding a threshold number of hours that a temporary on-call employee could work before being included in the bargaining unit without having such information. Without the requested information, the Union has no way of assessing the validity a claim like the one Bellanca made in bargaining regarding the pattern of hours worked by some temporary on-call employees. In addition, the Union would have no way of knowing how many temporary on-call employees would be affected by a proposal seeking their inclusion in the bargaining unit if they worked a certain number of hours over a certain period of time As noted above, the Union does not have a heavy burden in establishing the relevancy of the requested information and the request is evaluated under a broad discovery type standard. Viewed under this standard, the relevancy of the requested information is clear

The Respondent contends that the decision of the Sixth Circuit Court of Appeals in *East Tennessee Baptist Hospital v. NLRB,* 6 F.3d 1139 (6th Cir. 1993) supports the dismissal of this complaint allegation. There, the court denied enforcement of the portion of the Board's decision in *Tennessee Baptist Hosp*., 304 NLRB 872 (1991) finding that the employer was obligated to provide information the union had requested regarding non-unit employees. In the first instance, with all due respect to the Sixth Circuit, I am obligated to apply Board precedent unless and until the Supreme Court rules otherwise. *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). Beyond that, however, the court's decision in *East Tennessee Baptist Hospital* is distinguishable from the instant case. In *East Tennessee Baptist Hospital* the court agreed with the Board that the information sought by the union was relevant. The court found, however, that the union failed to address the legitimate confidentiality concerns raised by the employer concerning the wage and attendance policies of non-unit employees and also failed to address the employer's concerns regarding the alleged burdensome nature of the union's information request. 6 F.3d at 1144-145. In the instant case, the Respondent did not raise any issues involving confidentiality nor did it

claim that the request was burdensome. As noted above, the Respondent failed to respond to the Union's request at all.

On the basis of the foregoing, I find that the Respondent has failed to provide relevant and necessary information to the Union regarding the hours worked by temporary on-call on a weekly basis for a 6-month period in violation of Section 8(a)(5) and (1) of the Act

Whether the Respondent Violated Section 8 (a) (5) and (1) of the Act by Unilaterally Granting a Wage Increase to Unit Employees in May 2013

As noted above, after the Respondent informed the Union that it would no longer bargain with it, it granted a unilateral wage increase to unit employees retroactive to March 1, 2013. The amount of the raise was consistent with that given to non-unit employees on or about March 1, 2013.

The Respondent contends that it was privileged to grant the increase unilaterally because it was consistent with that given to the non-unit employees and was also consistent with the policy of Holy Cross to review and adjust employee compensation on an annual basis.

Section 8(d) of the Act requires "the employer to meet at reasonable times with the representative of its employees and confer in good faith with respect to wages, hours and other terms and conditions of employment." It is well settled that an employer violates Section 8(a)(5) and (1) when it unilaterally institutes a change to a mandatory subject of bargaining, such as wages, prior to reaching a lawful impasse with a bargaining representative. *NLRB v. Katz*, 369 U.S. 736, 743 (1962); *Litton Financial Printing Division v. NLRB*, 501 U.S. 190, 198 (1991)) *Mid-Continent Concrete*, 336 NLRB 258, 259 (2001), enfd. 308 F.3d 859 (8th Cir. 2002).There is, of course, no question in the instant case of the parties reaching impasse. The Respondent never claimed that a valid impasse was reached but rather summarily withdrew recognition and refused to bargain with the Union after May 1, 2013, based on the December 2012 disaffection petition. In *Highlands Hospital Corp*., 347 NLRB 1404, 1407 (2006) the Board found that the employer's action in unilaterally implementing a wage increase after it unlawfully withdrew recognition from the union constituted a violation of Section 8(a)(5) and (1).

The fact that the past practice of Holy Cross is to annually review employee wages and provide a discretionary wage increase, does not negate the Respondent's obligation to bargain with the Union as the representative of the employees in the appropriate unit involved herein. *Larry Geweke Ford*, 344 NLRB 628 fn.1 (2005); *Mid-Continent Concrete*, supra.

On the basis of the foregoing I find that the Respondent's May 2013 unilateral wage increase to unit employees violated Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. Local 517 M, Service Employees International Union (the Union) is, and, at all material times, was the exclusive bargaining representative in the following appropriate unit:

> All regular full-time and regular part-time residential technicians/treatment specialists and transporters employed by the Respondent at its facilities located at 3400 S. Washington, Saginaw, Michigan, and 1321 South Fayette Street, Saginaw, Michigan; but excluding directors, assistant directors counselors, therapists, maintenance staff, housekeepers, cooks, site support staff and administrative/billing support staff, temporary on-call staff, and guards and supervisors as defined by the Act.

2. The Respondent has engaged in unfair labor practices in violation of Section 8(a)(5) and (1) of the Act by:

> (a) withdrawing recognition and refusing to bargain with the Union since May 1, 2013;
>
> (b) unilaterally granting a wage increase in May 2013;
>
> (c) failing to provide relevant and necessary information requested by the Union.

3. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent 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.

Since the Respondent has violated Section 8(a)(5) and (1) of the Act by unlawfully withdrew recognition from the Union, I shall order that the Respondent bargain with the Union with respect to wages, hours and other terms and conditions of employment and, if an agreement is reached, embody it in a signed document.

Since the Respondent has violated Section 8(a)(5) and (1) of the Act by unilaterally granting unit employees a wage increase, I shall order the Respondent, if requested by the Union, to rescind the unilateral wage increase implemented in May, 2013 and any other unilateral changes in benefits and conditions of employment implemented since the withdrawal of recognition on May 1, 2013. Nothing in this Order, however should be construed to require the Respondent to withdraw any benefit previously granted unless requested by the Union. See *Taft Broadcasting Co*., 264 NLRB 185 fn. 6 (1982).

Since the Respondent has violated Section 8(a)(5) and (1) of the Act by refusing to provide the Union with relevant and necessary information, I shall order it to provide the requested information to the Union.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[13]

ORDER

The Respondent, Holy Cross Use and Family Services, Inc., Saginaw, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to recognize and bargain in good faith with Local 517 M, Service Employees International Union, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

> All regular full-time and regular part-time residential technicians/treatment specialists and transporters employed by the Respondent at its facilities located at 3400 S. Washington, Saginaw, Michigan, and 1321 South Fayette Street, Saginaw, Michigan; but excluding directors, assistant directors counselors, therapists, maintenance staff, housekeepers, cooks, site support staff and administrative/billing support staff, temporary on-call staff, and guards and supervisors as defined by the Act.

(b) Unilaterally granting wage increases to unit employees, or making other changes to wages, hours, or other terms and conditions of employment, without notifying the Union and providing it an opportunity to bargain about these changes.

(c) Failing to bargain in good faith with the Union by refusing to furnish it with relevant information it had requested.

(d) 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 action necessary to effectuate the policies of the Act.

(a) Recognize and, on request, bargain collectively with the Union as the exclusive representative of the Respondent's employees in the unit described above with respect to wages, hours and other terms and conditions of employment and, if an agreement is reached, embody it in a signed document.

[13] 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.

(b) If the Union requests, rescind the wage increase unilaterally granted to unit employees in May 2013, and any other unilateral changes the Respondent has made to wages, hours or other terms and conditions of employment since its withdrawal of recognition of the Union on May 1, 2013; provided, however, that nothing in this Order shall be construed as requiring the Respondent to rescind the wage increase it granted unless the Union request such action.

(c) Furnish to the Union the information it had requested on April 24, 2013, regarding the number of hours worked by temporary on-call employees on a weekly basis for a 6-month period.

(d) Within 14 days after service by the Region, post at its facilities in Saginaw, Michigan, copies of the attached notice marked "Appendix."[14] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent 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 Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent 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 Respondent 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 April 24, 2013.

(e) 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.

Dated, Washington, D.C., February 19, 2014.

_____
Mark Carissimi
Administrative Law Judge

14 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

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 refuse to recognize and bargain in good faith with Local 517 M, Service Employees International Union, as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All regular full-time and regular part-time residential technicians/treatment specialists and transporters employed by the Respondent at its facilities located at 3400 S. Washington, Saginaw, Michigan, and 1321 South Fayette Street, Saginaw, Michigan; but excluding directors, assistant directors counselors, therapists, maintenance staff, housekeepers, cooks, site support staff and administrative/billing support staff, temporary on-call staff, and guards and supervisors as defined by the Act.

WE WILL NOT unilaterally grant wage increases to unit employees, or make other changes to wages, hours, or other terms and conditions of employment, without notifying the Union and providing it an opportunity to bargain about these changes.

WE WILL NOT fail to bargain in good faith with the Union by refusing to furnish it with relevant information it had requested.

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 recognize and, on request, bargain collectively with the Union as the exclusive representative of the Respondent's employees in the unit described above with respect to wages, hours and other terms and conditions of employment and, if an agreement is reached, embody it in a signed document.

WE WILL, on the Union's request, to rescind a wage increase we unilaterally granted to unit employees in May 2013, and any other unilateral changes made to wages hours or other terms and conditions of employment since we withdrew recognition from the Union on May 1, 2013.

WE WILL furnish to the Union the information it had requested regarding the hours worked for temporary on-call employees on a weekly basis for a 6-month period.

HOLY CROSS YOUTH AND FAMILY
SERVICES, INC. d/b/a KAIROS HEALTHCARE
(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.

477 Michigan Avenue, Room 300, Detroit, MI 48226-2569, Indianapolis, IN 46204-1577
(313) 226-3200, Hours: 8:15 a.m. to 4:45 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, (313) 226-3244.