EXHIBIT 1

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-167978	1/20/2016

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Williamsville Suburban (Saffire)

b. Tel. No. (716) 276-1900

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
193 South Union
Williamsville NY 14221

e. Employer Representative
Sharon Zeames
Administrator

g. e-Mail
szeames@glcmail.net

h. Number of workers employed
105

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Healthcare Facilities

j. Identify principal product or service
Nursing Home

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

See Attached Page 2 for additional Basis of Charge description

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Theresa Lynn Lyman Title: Administrative Organizer
1199 SEIU United Healthcare Workers East

4a. Address *(Street and number, city, state, and ZIP code)*
2421 Main St. Suite 100
Buffalo NY 14075

4b. Tel. No. (716) 880-7679

4c. Cell No. (716) 880-7679

4d. Fax No. (716) 876-0930

4e. e-Mail
theresa.lyman@1199.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
Service Employees International Union

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Theresa L Lyman
(signature of representative or person making charge)

Title: Theresa Lynn Lyman
Administrative Organizer
(Print/type name and title or office, if any)

Address 2421 Main St. Suite 100
Buffalo NY 14075

01/20/2016 11:19:50
(date)

Tel. No. (716) 880-7679

Office, if any, Cell No. (716) 880-7679

Fax No. (716) 876-0930

e-Mail
theresa.lyman@1199.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

Attachment

Specific dates on which the Employer's conduct occurred and/or the Employer's Representative or Agent responsible for the conduct:
Since on or about December 15, 2015, the above-named employer has failed and refused to provide the Union with information which is necessary and relevant for the Union to have to protect the collective bargaining agreement, and the bargaining unit.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

WILLIAMSVILLE SUBURBAN (SAFFIRE) Charged Party and **1199 SEIU UNITED HEALTHCARE WORKERS EAST** Charging Party	**Case 03-CA-167978**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 20, 2016**,** I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Sharon Zeames, Administrator
Williamsville Suburban (Saffire)
193 South Union
Williamsville, NY 14221

January 20, 2016
Date

Jerry T. Tidd, Designated Agent of NLRB
Name

/s/Jerry T. Tidd
Signature

EXHIBIT 2

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-168008	1/20/2016

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Sheridan Manor (Saffire)

b. Tel. No. (716) 837-4466

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
2799 Sheridan Drive
Tonawanda NY 14150

e. Employer Representative
Mark Smeltzer
(Acting) Administrator

g. e-Mail
msmeltzer@glcmail.net

h. Number of workers employed
50

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Healthcare

j. Identify principal product or service
Nursing Home

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and *(list subsections)* 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

Within the previous six months, the Employer failed and refused to bargain in good faith with the union as the collective bargaining representative of its employees by failing to furnish information requested by the union.

See Attached Page 2 for additional Basis of Charge description

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Theresa Lynn Lyman Title: Administrative Organizer
1199SEIU United Healthcare Workers East

4a. Address *(Street and number, city, state, and ZIP code)*
2421 Main St. Suite 100
Buffalo NY 14214

4b. Tel. No. (716) 880-7679

4c. Cell No. (716) 880-7679

4d. Fax No. (716) 876-0930

4e. e-Mail
theresa.lyman@1199.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*
Service Employees International Union

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Theresa L Lyman
(signature of representative or person making charge)

Title: Theresa Lynn Lyman Administrative Organizer
(Print/type name and title or office, if any)

Address 2421 Main St. Suite 100 Buffalo NY 14214

01/20/2016 11:27:28
(date)

Tel. No. (716) 880-7679

Office, if any, Cell No. (716) 880-7679

Fax No. (716) 876-0930

e-Mail
theresa.lyman@1199.org

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

FORM EXEMPT UNDER 44 U.S.C 3512

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

Attachment

Specific dates on which the Employer's conduct occurred and/or the Employer's Representative or Agent responsible for the conduct:
Since on or about December 15, 2015, the above-named employer has failed and refused to provide the Union with information which is necessary and relevant for the Union to have to protect the collective bargaining agreement, and the bargaining unit.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

SHERIDAN MANOR (SAFFIRE) Charged Party and **1199SEIU UNITED HEALTHCARE WORKERS EAST** Charging Party	**Case 03-CA-168008**

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on January 20, 2016**,** I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

Mark Smeltzer, (Acting) Administrator
Sheridan Manor (Saffire)
2799 Sheridan Drive
Tonawanda, NY 14150

January 20, 2016
Date

Jerry T. Tidd, Designated Agent of NLRB
Name

/s/Jerry T. Tidd
Signature

EXHIBIT 3

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Williamsville Suburban Nursing Home **Case 03-CA-167978**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about the Charged Party's Facility, including all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice**.**

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ___EAT_____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board

of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Williamsville Suburban Nursing Home**		**Charging Party** **1199 SEIU United Healthcare Workers East**	
By: Name and Title /s/Moshe Kelman	Date 5/2/16	By: Name and Title /s/ Theresa Lyman	Date 5-9-16
Recommended By: /s/ Renee A. Hutt RENEE A. HUTT, Field Examiner	Date 5/11/16	Approved By: /s/Rhonda P. Ley Regional Director, Region 3	Date 5/11/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

1199 SEIU United Healthcare Workers East (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistants, Range of Motion Aides, Activities Aides, Rehab Aides, Unit Clerks, and Maintenance Department employees employed by Williamsville Suburban Nursing Home at its Buffalo, NY location; excluding all Nurse Managers, other managers, guards, confidential employees and supervisors as defined by the Act, and all other employees.

WE WILL NOT ignore or fail to respond to the Union's information requests.

WE WILL NOT fail to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish the information requested by the Union on December 15, 2015, January 4 and January 12, 2016.

Williamsville Suburban Nursing Home
(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

130 S Elmwood Ave Ste 630
Buffalo, NY

Telephone: (716)551-4931
Hours of Operation: 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.

EXHIBIT 4

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

SHERIDAN MANOR NURSING HOME **Case 03-CA-168008**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about the Charged Party's facility, including all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice**.**

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ____/s/EAT_____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board

of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **SHERIDAN MANOR NURSING HOME**		**Charging Party** **1199 SEIU United Healthcare Workers East**	
By: Name and Title /s/ Moshe Kelman	Date 5/2/16	By: Name and Title /s/ Theresa Lyman, Admin. Organizer	Date 5-9-16
Recommended By: /s/ Renee A. Hutt RENEE A. HUTT, Field Examiner	Date 5/11/16	Approved By: /s/Rhonda P. Ley Regional Director, Region 3	Date 5/11/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

1199 SEIU United Healthcare Workers East (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistants, and Unit Secretaries employed by Sheridan Manor Nursing at its 2799 Sheridan Dr., Tonawanda, NY facility; excluding all other clerical employees, confidential employees, guards, professional employees and supervisors as defined by the Act and all other employees.

WE WILL NOT fail to timely respond to information requests made by the Union.

WE WILL NOT fail to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish the information requested by the Union on December 15, 2015, January 4 and January 12, 2016.

SHERIDAN MANOR NURSING HOME
(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. We conduct secret-ballot elections to determine

whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

130 S Elmwood Ave Ste 630
Buffalo, NY

Telephone: (716)551-4931
Hours of Operation: 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.

EXHIBIT 5

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 3
11A CLINTON AVE
STE 342
ALBANY, NY 12207-2366

Agency Website: www.nlrb.gov
Telephone: (518)431-4155
Fax: (518)431-4157

Agent's Direct Dial: (518)431-4160

May 18, 2016

Sharon Zeames, Administrator
Sheridan Manor Nursing Home
2799 Sheridan Drive
Tonawanda, NY 14150

Re: Sheridan Manor Nursing Home
Case 03-CA-168008

Dear Ms. Zeames:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on May 11, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in conspicuous places and any other locations where notices are customarily posted for 60 consecutive days at the Employer's place of business located in Tonawanda, New York. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than May 25, 2016 **with one signed and dated original Notices.** The Certification of Compliance Part Two should be completed and returned by not later than May 31, 2016. Please email me copies of your responses to the Union's information requests that are at issue in the settlement agreement. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/David M. Turner

DAVID M. TURNER
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance

cc: Edward A. Trevvett, Partner
Harris Beach PLLC
99 Garnsey Road
Pittsford, NY 14534-4565

Theresa Lynn Lyman, Administrative
Organizer
1199SEIU United Healthcare Workers
East
2421 Main St.
Suite 100
Buffalo, NY 14214

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: Sheridan Manor Nursing Home
Case 03-CA-168008

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date)_____ at the following locations: (List specific places of posting)

_____

_____

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Compliance Officer, together with **ONE**original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Sheridan Manor Nursing Home
Case 03-CA-168008

Information Provided

On (date)_____, the Employer provided the information which is the subject of the Settlement Agreement and referenced in the Notice to Employees to _____
_____.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 3
11A CLINTON AVE
STE 342
ALBANY, NY 12207-2366

Agency Website: www.nlrb.gov
Telephone: (518)431-4155
Fax: (518)431-4157

EXHIBIT 6

Agent's Direct Dial: (518)431-4160

May 16, 2016

Nicole Gallagher, Administrator
Williamsville Suburban Nursing Home
193 South Union
Williamsville, NY 14221

Re: Williamsville Suburban Nursing Home
Case 03-CA-167978

Dear Ms. Gallagher:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on May 11, 2016. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 10 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in conspicuous places and any other locations where notices are customarily posted for 60 consecutive days at the Employer's place of business located in Williamsville, New York. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than May 25, 2016 **with one signed and dated original Notice.** The Certification of Compliance Part Two should be completed and returned by not later than May 31, 2016. Please provide me a copy of your responses to the Union's information requests that are the subject of the settlement agreement. If the Certifications of Compliance and signed Notice are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notice are required.

Remedial Actions:

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,

/s/David M. Turner

DAVID M. TURNER
Compliance Officer

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance

cc: EDWARD A. TREVVETT, Partner
HARRIS BEACH LLC
99 Garnsey Road
Pittsford, NY 14534-4565

Theresa Lynn Lyman, Administrative
Organizer
1199 SEIU United Healthcare Workers
East
2421 Main St.
Suite 100
Buffalo, NY 14214

CERTIFICATION OF COMPLIANCE
(PART ONE)

RE: Williamsville Suburban Nursing Home
Case 03-CA-167978

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on

(date)_____ at the following locations: (List specific places of posting)

_____

_____

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Compliance Officer, together with **ONE** original Notice, dated and signed in the same manner as those posted. If the Certification of Compliance Part One and signed Notice is returned via e-file or e-mail, no hard copies of the Certification of Compliance Part One or Notice are required.

CERTIFICATION OF COMPLIANCE
(PART TWO)

RE: Williamsville Suburban Nursing Home
Case 03-CA-167978

Information Provided

On (date)_____, the Employer provided the information which is the subject of the Settlement Agreement and referenced in the Notice to Employees to _____

_____.

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY/RESPONDENT

By: _____

Title: _____

Date: _____

This form should be returned to the Regional Office/Compliance Officer. If the Certification of Compliance Part Two and signed Notice is returned via e-file or e-mail, no hard copy of the Certification of Compliance Part Two is required.

EXHIBIT 7

From: Turner Jr., David M.
Sent: Tuesday, June 07, 2016 9:22 AM
To: 'Edward A. Trevvett'
Subject: Williamsville Suburban 3-CA-167978 and Sheridan Manor 3-CA-168808
Attachments: LTR.03-CA-167978.Solicit Compliance from Employer-Sent to Employer.docx; LTR.03-CA-168008.Solicit Compliance from Employer-Sent to Employer.docx

I am writing to supplement the attached letters, our brief conversation from last week, and my messages and emails to you over the past several days. To date, Respondents have not supplied the information at issue in either of the settlement agreements, returned either of the signed and dated Notice to Employees, or returned the Certification of Compliance forms. Please see the attached correspondence dated May 16 and 18.

If it is your intention to comply with the terms of the settlement agreement, please do so by the close of business June 21, 2016. Respondents have 14 days from the date of this e-mail to cure this default or the Region will issue complaint(s) in this matter pursuant to the terms of the Settlements.

Please phone for any reason.

David Turner
Compliance Officer
National Labor Relations Board, Region 3
Leo W. O'Brien Federal Building
Clinton Ave and N Pearl Street - Room 342
Albany, NY 12207-2350
518.431.4160 (phone)
518.431.4157 (fax)
david.turner@nlrb.gov

EXHIBIT 8

From: Edward A. Trevvett <ETrevvett@HarrisBeach.com>
Sent: Tuesday, June 07, 2016 9:21 AM
To: Turner Jr., David M.
Subject: RE: Williamsville Suburban 3-CA-167978 and Sheridan Manor 3-CA-168808

Thank you. I will send this to my client and it should prompt a response.

Edward A. Trevvett
Partner

HARRIS BEACH PLLC

ATTORNEYS AT LAW
99 Garnsey Road
Pittsford, NY 14534
585.419.8643 Direct
585.419.8817 Fax
585.419.8800 Main

538 Broadhollow Rd, Suite 301
Melville, NY 11747
516.762.7506 Direct
516.222.0322 Fax
516.222.0222 Main

The Omni
333 Earle Ovington Blvd, Suite 901
Uniondale, NY 11553
phone: (516) 880-8484

Website | Bio | Add to Contacts
NYMUNIBLOG

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Save a tree. Read, don't print, emails.

Statement of Confidentiality
This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

From: Turner Jr., David M. [mailto:David.Turner@nlrb.gov]
Sent: Tuesday, June 07, 2016 9:20 AM
To: Edward A. Trevvett
Subject: Williamsville Suburban 3-CA-167978 and Sheridan Manor 3-CA-168808

I am writing to supplement the attached letters, our brief conversation from last week, and my messages and emails to you over the past several days. To date, Respondents have not supplied the information at issue in either of the settlement agreements, returned either of the signed and dated Notice to Employees, or returned the Certification of Compliance forms. Please see the attached correspondence dated May 16 and 18.

EXHIBIT 9

From: Turner Jr., David M.
Sent: Tuesday, June 21, 2016 2:44 PM
To: 'Edward A. Trevvett'
Subject: Williamsville Suburban 3-CA-167978 and Sheridan Manor Nursing Home 3-CA-168008

Ed,

In my email last Friday I in advertently misstated the June 27 date to be the 14-day default date for the Williamsville Suburban case when in fact it was June 21. Thus, since I created the confusion, please treat June 27 as the date. Please respond in total to both of my initial letters seeking compliance in both of these cases (Williamsville and Sheridan) by the close of business June 27.

From: Turner Jr., David M.
Sent: Tuesday, June 21, 2016 2:35 PM
To: 'Edward A. Trevvett' <ETrevvett@HarrisBeach.com>
Subject: RE: Williamsville Suburban 3-CA-167978 a

Please look at the requests at issue. What you provided does not suffice and in any event the Union represents it was only for the Williamsville home.

From: Edward A. Trevvett [mailto:ETrevvett@HarrisBeach.com]
Sent: Tuesday, June 21, 2016 2:32 PM
To: Turner Jr., David M. <David.Turner@nlrb.gov>
Subject: RE: Williamsville Suburban 3-CA-167978 a

David,

First, my client is committed to complying. What you got was the full schedules showing not only who was originally scheduled but with the cross-outs who actually worked. Our impression was that this was giving the union the data it wanted. The issue as we have understood it was the union's desire to see who was actually working; employees or agency people, and these sheets would show that.

I have talked with my client and we will provide other data. Will payroll sheets showing weekly pay and hours suffice? We will have to redact information concerning employees not in the bargaining unit, but I would think that should suffice. Please confirm.

I also thought we had until June 27.

Edward A. Trevvett
Partner

HARRIS BEACH PLLC

ATTORNEYS AT LAW
99 Garnsey Road
Pittsford, NY 14534
585.419.8643 Direct
585.419.8817 Fax
585.419.8800 Main

538 Broadhollow Rd, Suite 301
Melville, NY 11747
516.762.7506 Direct
516.222.0322 Fax
516.222.0222 Main

The Omni
333 Earle Ovington Blvd, Suite 901
Uniondale, NY 11553
phone: (516) 880-8484

Website | Bio | Add to Contacts
NYMUNIBLOG

p r a c t i c e G R E E N
Save a tree. Read, don't print, emails.

From: Turner Jr., David M. [mailto:David.Turner@nlrb.gov]
Sent: Monday, June 20, 2016 1:41 PM
To: Edward A. Trevvett
Subject: Williamsville Suburban 3-CA-167978 a

Ed,

Were the records I sent you Friday afternoon for the Williamsville home, the Sheridan Manor home, or both? The Union represents the records produced were for the Williamsville home only.

In any event, it is unclear what these records are. The Union sought for both homes "Hours worked by bargaining unit employees as well as agency nurses" and "list of any/all new hires including bargaining unit and agency employees." The records produced do not disclose who is an agency nurse versus who isn't. The records provide what appear to be last names without first names. The records do not disclose who is a "new hire" versus who is not a "new hire." The records fail to state the number of hours worked by unit employees or agency employees by name. The records are insufficient to comply with the Settlement Agreement.

The home must be able to produce a list of full names with hire dates for agency employees and unit employees and it must be able to provide payroll records with relative ease that would show the number of hours each of the individuals worked.

From: Edward A. Trevvett [mailto:ETrevvett@HarrisBeach.com]
Sent: Monday, June 20, 2016 1:32 PM
To: Turner Jr., David M. <David.Turner@nlrb.gov>
Subject: RE: Williamsville Suburban 3-CA-167978 and Sheridan Manor 3-CA-168808

I believe the attachments we gave the union are our business records on scheduling of employees and agency individuals. Is it the union's and board's position that the employer has to create new and separate documents?

Edward A. Trevvett
Partner

HARRIS BEACH PLLC

ATTORNEYS AT LAW
99 Garnsey Road
Pittsford, NY 14534
585.419.8643 Direct
585.419.8817 Fax
585.419.8800 Main

538 Broadhollow Rd, Suite 301
Melville, NY 11747
516.762.7506 Direct
516.222.0322 Fax
516.222.0222 Main

The Omni
333 Earle Ovington Blvd, Suite 901
Uniondale, NY 11553
phone: (516) 880-8484

Website | **Bio** | **Add to Contacts**
NYMUNIBLOG

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Save a tree. Read, don't print, emails.

Statement of Confidentiality
This electronic message may contain privileged or confidential information. If you are not the intended recipient of this e-mail, please delete it from your system and advise the sender.

From: Turner Jr., David M. [mailto:David.Turner@nlrb.gov]
Sent: Monday, June 20, 2016 1:29 PM
To: Edward A. Trevvett
Subject: Williamsville Suburban 3-CA-167978 and Sheridan Manor 3-CA-168808

Ed,

I misstated the default date in my below email. The 14 day default date for both the Williamsville and Sheridan cases are June 21 – tomorrow. Please contact me for any reason.

From: Turner Jr., David M.
Sent: Friday, June 17, 2016 3:15 PM
To: 'Edward A. Trevvett' <ETrevvett@HarrisBeach.com>
Subject: Williamsville Suburban 3-CA-167978

Ed,

The Union provided us with the attached documents today. It is unclear to the Union and it is unclear to me exactly what these documents are. It is also unclear to me how they are responsive to the information requests at issue in the Settlement Agreement. Please represent to the Union what these documents represent. Otherwise, the Union is forced to guess and so am I. Please keep in mind the June 27 default date.

Please phone for any reason.

David Turner
Compliance Officer
National Labor Relations Board, Region 3
Leo W. O'Brien Federal Building
Clinton Ave and N Pearl Street - Room 342
Albany, NY 12207-2350
518.431.4160 (phone)
518.431.4157 (fax)
david.turner@nlrb.gov

From: Turner Jr., David M.
Sent: Monday, June 27, 2016 9:47 AM
To: 'Edward A. Trevvett'
Subject: Williamsville Suburban 3-CA-167978 and Sheridan Manor Nursing Home 3-CA-168008

EXHIBIT 10

Ed,

Please see my email to you of June 20. It should be relatively simple to provide from the payroll system a complete list of unit employees and agency employees with hire dates and total hours worked covering the period at issue in the requests. As things stand now, the Union represents it has *no information* for Sheridan. For Williamsville, the Union represents it received largely handwritten, partially illegible schedules with last names only – much of which cannot be easily read. We do not have signed and dates notices for either case and your clients have not completed or returned to me the Certification of Compliance forms.

Please provide to me and the Union whatever else you intend to produce. Compliant recommendations will be made after today. Please phone for any reason.

From: Turner Jr., David M.
Sent: Monday, June 27, 2016 7:39 AM
To: 'Edward A. Trevvett' <ETrevvett@HarrisBeach.com>
Subject: RE: Williamsville Suburban 3-CA-167978 and Sheridan Manor Nursing Home 3-CA-168008

Ed,

Your clients have not complied with the settlement agreements. If your client intends to undertake any additional action to comply with the settlement agreements, please do so today. We will issue complaints otherwise.

From: Edward A. Trevvett [mailto:ETrevvett@HarrisBeach.com]
Sent: Friday, June 24, 2016 3:13 PM
To: Turner Jr., David M. <David.Turner@nlrb.gov>
Subject: RE: Williamsville Suburban 3-CA-167978 and Sheridan Manor Nursing Home 3-CA-168008

David,

It is my understanding that the law does not require an employer to furnish information in a more organized form than that in which it keeps its own records. As I have indicated, the data furnished is in the form of the actual schedules showing who worked each shift. Where individuals have the same last name the first initial is included to show who was at work. These are the records that the employer keeps, and it would seem to comply with the Union's request. Moreover, per the contracts with the union they are provided with data every month on every bargaining unit employee who worked and what they were paid. If the union is being provided with the actual schedules showing who worked and when and also has the data on every employee and how much they are paid every month.

Edward A. Trevvett
Partner

EXHIBIT 11

From: Theresa Lyman <theresa.lyman@1199.org>
Sent: Thursday, June 30, 2016 10:23 AM
To: Turner Jr., David M.
Cc: Catherine Creighton
Subject: Re: draft

Hi Dave/Cathy - I just wanted to follow up with you regarding the NLRB notice at the facilities. So after talking again with the delegates and asking them to send me pictures of the notice, it turns out they were referring to the wrong notice when they told me it was posted. It was the Employee Rights notice they were referring to.

The notice is NOT posted at either facility. At least not where the employees can or have seen it.

I guess this explains why they haven't responded to you about it Dave.

Please let me know if you need any additional information from me.

Thanks and sorry for the confusion.

Terri Lyman - Administrative Organizer
1199SEIU /Buffalo Office
Cell: 716-880-7679
E-mail: theresa.lyman@1199.org

From: Theresa Lyman
Sent: Wednesday, June 29, 2016 11:38:07 AM
To: Turner Jr., David M.
Cc: Catherine Creighton
Subject: Re: draft

Here is the signed affidavit.

Thank you!

Terri Lyman - Administrative Organizer
1199SEIU /Buffalo Office
Cell: 716-880-7679
E-mail: theresa.lyman@1199.org

From: Turner Jr., David M. <David.Turner@nlrb.gov>
Sent: Wednesday, June 29, 2016 10:55:27 AM
To: Theresa Lyman
Cc: Catherine Creighton
Subject: draft

EXHIBIT 12

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WILLIAMSVILLE SUBURBAN, LLC

and **Cases 03-CA-167978**
03-CA-168008

SHERIDAN MANOR, LLC

and

1199 SEIU UNITED HEALTHCARE
WORKERS EAST

ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 03-CA-167978, which is based on a charge filed by 1199 SEIU United Healthcare Workers East (Union) against Williamsville Suburban, LLC (Respondent Williamsville), and Case 03-CA-168008, which is based on a charge filed by the Union against Sheridan Manor, LLC (Respondent Sheridan) (collectively, Respondents), are consolidated.

Based upon the above charges alleging that Respondents violated the National Labor Relations Act (the Act), 29 U.S.C. Sec. 151 et seq., by engaging in unfair labor practices, on May 11, 2016 Settlement Agreements and Notices to Employees in Cases 03-CA-167978 and 03-CA-168008, were approved (the Settlements), copies of which are attached as Appendix A and B, respectively, and pursuant to which Respondents agreed to take certain actions to remedy the unfair labor practices specified in the Settlements. Respondents have failed to comply with the terms of the Settlements. Accordingly, pursuant to the terms of the Settlements and Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board), the following Consolidated Complaint (Complaint) is issued.

I

(a) The charge in Case 03-CA-167978 was filed by the Union on January 20, 2016, and a copy was served on Respondent Williamsville by U.S. mail on the same date.

(b) The charge in Case 03-CA-168008 was filed by the Union on January 20, 2016, and a copy was served on Respondent Sheridan by U.S. mail on the same date.

II

(a) At all material times, Respondent Williamsville has been a corporation with an office and place of business in Williamsville, New York, where it operates a nursing home.

(b) Annually, Respondent Williamsville derives gross revenues in excess of $100,000.

(c) Annually, Respondent Williamsville purchases and receives at its Williamsville, New York facility, goods and materials valued in excess of $5,000 directly from points outside the State of New York.

(d) At all material times, Respondent Sheridan has been a corporation with an office and place of business in Tonawanda, New York, where it operates a nursing home.

(e) Annually, Respondent Sheridan derives gross revenues in excess of $100,000.

(f) Annually, Respondent Sheridan purchases and receives at its Tonawanda, New York facility goods and materials valued in excess of $5,000 directly from points outside the State of New York.

III

At all material times, Respondents have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and have been health care institutions within the meaning of Section 2(14) of the Act.

IV

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

V

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Nicole Gallagher	–	Williamsville Administrator
Moshe Kelman	–	Owner
Legal Representative	–	Unnamed
Mark Smeltzer	–	Sheridan Administrator
Sharon Zeames	–	Williamsville Administrator

VI

(a) The following employees of Respondent Williamsville (the Williamsville Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistants, Range of Motion Aides, Activities Aides, Rehab Aides, Unit Clerks, and Maintenance Department employees, excluding all Nurse Managers, other managers, guards, confidential employees and supervisors as defined by the Act, and all other employees.

(b) At all material times, Respondent Williamsville has recognized the Union as the exclusive collective-bargaining representative of the Williamsville Unit. This recognition has been embodied in a collective-bargaining agreement effective from July 27, 2013 through August 1, 2016.

(c) The following employees of Respondent Sheridan (the Sheridan Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistances, [sic] Unit Secretaries employed by the Employer at its 2799 Sheridan Dr., Tonawanda, NY facility, excluding all other clerical employees, confidential employees, guards, professional employees and supervisors as defined by the Act and all other employees.

(d) At all material times, Respondent Sheridan has recognized the Union as the exclusive collective-bargaining representative for the Sheridan Unit. This recognition has been embodied in a collective-bargaining agreement effective from May 20, 2015 through April 30, 2017.

(e) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Williamsville Unit and the Sheridan Unit (collectively, the Units).

VII

(a) About December 15, 2015, and January 4 and 12, 2016, the Union has requested in writing that both Respondents furnish the Union with the following information on a weekly basis:

- Hours worked by bargaining unit employees as well as agency employees.
- Lists of any/all new hires including bargaining unit and agency employees.

(b) The information requested by the Union, as described above in paragraph VII(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

(c) Since about December 15, 2015, Respondents have failed and refused to furnish the Union with the information requested by it as described above in paragraph VII(a).

VIII

By the conduct described above in paragraph VII(c), Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of their employees in violation of Section 8(a)(1) and (5) of the Act.

IX

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

WHEREFORE, the General Counsel seeks all relief as may be just and proper to remedy the unfair labor practices alleged.

NO HEARING OR ANSWER

Because Respondents have previously agreed that all of the allegations of the complaint will be deemed admitted and that they will have waived their right to file an Answer to the Complaint, no Answer is required and no hearing is necessary.

DATED at Buffalo, New York, this 14th day of July, 2016.

/S/RHONDA P. LEY

RHONDA P. LEY, REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 03
130 S ELMWOOD AVE
STE 630
BUFFALO, NY 14202-2387

EXHIBIT 12, APPENDIX A

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Williamsville Suburban Nursing Home **Case 03-CA-167978**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about the Charged Party's Facility, including all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice**.**

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ___EAT_____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board

of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Williamsville Suburban Nursing Home**		**Charging Party** **1199 SEIU United Healthcare Workers East**	
By: Name and Title /s/Moshe Kelman	Date 5/2/16	By: Name and Title /s/ Theresa Lyman	Date 5-9-16
Recommended By: /s/ Renee A. Hutt RENEE A. HUTT, Field Examiner	Date 5/11/16	Approved By: /s/Rhonda P. Ley Regional Director, Region 3	Date 5/11/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

1199 SEIU United Healthcare Workers East (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistants, Range of Motion Aides, Activities Aides, Rehab Aides, Unit Clerks, and Maintenance Department employees employed by Williamsville Suburban Nursing Home at its Buffalo, NY location; excluding all Nurse Managers, other managers, guards, confidential employees and supervisors as defined by the Act, and all other employees.

WE WILL NOT ignore or fail to respond to the Union's information requests.

WE WILL NOT fail to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish the information requested by the Union on December 15, 2015, January 4 and January 12, 2016.

Williamsville Suburban Nursing Home
(Employer)

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

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130 S Elmwood Ave Ste 630
Buffalo, NY

Telephone: (716)551-4931
Hours of Operation: 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.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

SHERIDAN MANOR NURSING HOME **Case 03-CA-168008**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places in and about the Charged Party's facility, including all places where notices to employees are customarily posted. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice**.**

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes ____/s/EAT_____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board

of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **SHERIDAN MANOR NURSING HOME**		**Charging Party** **1199 SEIU United Healthcare Workers East**	
By: Name and Title /s/ Moshe Kelman	Date 5/2/16	By: Name and Title /s/ Theresa Lyman, Admin. Organizer	Date 5-9-16
Recommended By: /s/ Renee A. Hutt RENEE A. HUTT, Field Examiner	Date 5/11/16	Approved By: /s/Rhonda P. Ley Regional Director, Region 3	Date 5/11/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

1199 SEIU United Healthcare Workers East (the Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit

> All full-time and regular part-time Licensed Practical Nurses, Certified Nursing Assistants, and Unit Secretaries employed by Sheridan Manor Nursing at its 2799 Sheridan Dr., Tonawanda, NY facility; excluding all other clerical employees, confidential employees, guards, professional employees and supervisors as defined by the Act and all other employees.

WE WILL NOT fail to timely respond to information requests made by the Union.

WE WILL NOT fail to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL furnish the information requested by the Union on December 15, 2015, January 4 and January 12, 2016.

SHERIDAN MANOR NURSING HOME
(Employer)

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

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whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

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