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Hamilton Park Health Care Center *and* 1199, SEIU United Healthcare Workers East

Confidence Management Systems at Hamilton Park Health Care Center *and* 1199, SEIU United Healthcare Workers East. Cases 22–CA–161283, 22–CA–161287

August 17, 2017

DECISION AND ORDER

BY CHAIRMAN MISCIMARRA AND MEMBERS PEARCE AND MCFERRAN

On September 14, 2016, Administrative Law Judge John T. Giannopoulos issued the attached decision. The Respondents filed exceptions and a supporting brief, and the General Counsel filed an answering brief.[1]

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[2] and conclusions, and to adopt the recommended Orders.

ORDER

The National Labor Relations Board adopts the recommended Orders of the administrative law judge and orders that the Respondents, Hamilton Park Health Care Center, Jersey City, New Jersey, and Confidence Management Systems at Hamilton Park Health Care Center, Linden, New Jersey, their officers, agents, successors, and assigns, shall take the action set forth in the Orders.

Dated, Washington, D.C. August 17, 2017

Philip A. Miscimarra, Chairman

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

Eric B. Sposito, Esq. and *Julie Kaufman, Esq.,* for the General Counsel.

David F. Jasinski, Esq. and *Rebecca D. Winkelstein, Esq. (Jasinski, P.C.),* for the Respondent.

Katherine H. Hansen, Esq., for the Charging Party.

DECISION

STATEMENT OF THE CASE

JOHN T. GIANNOPOULOS, these cases were tried in Newark, New Jersey, on June 7, 2016, pursuant to two separate complaints, both of which were issued on February 24, 2016, by the Regional Director for Region 22 on behalf of the General Counsel.[1] The complaint and notice of hearing in Case 22–CA–161287 alleges that Hamilton Park Health Care Center (Hamilton Park) violated Section 8(a)(1) and (5) of the National Labor Relations Act (the Act) by failing and refusing to furnish 1199, SEIU United Health Care Workers East (Union) with information it requested on June 23, 2015,[2] that is necessary for, and relevant to, its duties as the exclusive collective-bargaining representative of certain employees employed by Hamilton Park. The complaint and notice of hearing in Case 22–CA–161283 alleges that Confidence Management Systems at Hamilton Park Health Care Center (Confidence Management Systems or CMS) similarly violated Section 8(a)(1) and (5) of the Act by failing and refusing to furnish the Union with necessary and relevant information. Because both Respondents were represented by the same counsel, and the both cases involved simi-

[1] On November 14, 2016, the Respondents filed a motion to reopen the record to introduce an order of the United States District Court for the District of New Jersey, dated September 21, 2016, dismissing a lawsuit related to the arbitration in this case and remanding the dispute to the arbitrator without prejudice for a final decision on all issues. We take administrative notice of the court order and thus find it unnecessary to pass on the Respondents' motion. We observe, moreover, that the order does not alter the Respondents' obligation under the Act to furnish the information in issue.

[2] In agreeing with the judge that deferral of this case to arbitration is inappropriate given the Board's longstanding policy against deferring information request cases, we find it unnecessary to rely on his discussion of *New Island Hospital*, 344 NLRB 198 (2005).

Chairman Miscimarra believes that the Board should reconsider its longstanding policy of nondeferral, especially where the information is relevant to the matters being arbitrated. However, Chairman Miscimarra agrees with the judge's finding that deferral is not appropriate here because the Respondents have repeatedly failed to comply with the arbitrator's order to produce the requested information. In his view, to defer under such circumstances would not effectuate the policies of the Act.

We agree with the judge that the Union established the relevance of the information it requested about the Atrium employees. Therefore, we find it unnecessary to pass on his findings that the Atrium employees are not included in collective-bargaining unit and, concomitantly, that the information requested about them is not presumptively relevant.

[1] Citations to the transcripts will be denoted by "Tr." with the appropriate page number. Citations to the General Counsel's Exhibits, Respondent's Exhibits, Union Exhibits, and Joint Exhibits will be denoted by "GC" "R." "U." and "Jt. Exh." respectively.

[2] All dates are in 2015 unless otherwise noted.

lar evidence, with the same charging party, it was agreed that the hearings would be opened concurrently with evidence admitted into the record for both matters. Based upon the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following findings of fact and conclusions of law.[3]

I. JURISDICTION AND LABOR ORGANIZATION

Hamilton Park is a New Jersey corporation with an office and place of business in Jersey City, New Jersey, where it is engaged in the business of operating a nursing home. It derives annual gross revenues in excess of $100,000, and purchases and receives goods valued in excess of $5000 directly from points located outside the State of New Jersey. Respondent Hamilton Park 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.

Confidence Management Systems is a New Jersey corporation with an office and place of business in Linden, New Jersey, where it is engaged in the business of providing housekeeping and laundry services to various health care facilities, including to Respondent Hamilton Park. CMS annually purchases and receives goods valued in excess of $50,000 directly from points located outside the State of New Jersey. Respondent CMS 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.

Both Respondent Hamilton Park and Respondent CMS admit, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. FACTS

A. Background

Hamilton Park operates a nursing home in Jersey City, New Jersey. Next to the nursing home is an assisted living facility named the Atrium at Hamilton Park (Atrium). Hamilton Park and the Atrium are located on the same campus, in two separate buildings next door to each other. (Tr. 51–52.) In about April 2013 the assets of both Hamilton Park and the Atrium were sold to an ownership group referred to "Alaris" or "Alaris Health."[4] (Tr. 21, 37, 75, 93, 98, 111.)

The Union has represented employees at Hamilton Park since at least April 2005. At the time, Hamilton Park was a member of a multiemployer bargaining group that bargained with the Union as the bargaining representative for the group's employees. See *Hamilton Park Health Care Center Ltd. v. 1199 SWIU United Healthcare Workers East*, 817 F.3d 857, 859 (3d Cir. 2016). In April 2005 Hamilton Park signed an "Adoption Memorandum" adopting the multiemployer collective-bargaining agreement (2005 CBA) with the Union.[5] (GC 2–1, p. 40) In 2008, the bargaining group entered into a new contract with the Union, effective March 13, 2008 through February 28, 2013 (2008 CBA).[6] *Hamilton Park Health Care Center Ltd.*, 817 F.3d at 859.

The 2008 CBA gave the Union the option to reopen negotiations to bargain for new employment terms during the CBA's last year, and further provided that, if the parties did not agree to new terms by a certain date, they could submit any unresolved items to binding interest arbitration. Id. at 859–860.[7] The Union invoked its right to reopen negotiations in November 2011, but the parties reached an impasse and submitted the unresolved issues to arbitration. In November 2012, the arbitrator issued a multiyear award, thereby extending the collective-bargaining agreement through June 30, 2016. Hamilton Park filed a petition in Federal court to vacate the award claiming the arbitrator exceeded his authority by issuing an award that extended the 2008 CBA.[8] Ultimately, the Third Circuit upheld the arbitrator's award extending the CBA.[9] Id. at 862–865. While the parties were in Federal court contesting the extension of the 2008 CBA, Hamilton Park and the Union were also engaged in extensive litigation over other related matters, including the sale of Hamilton Park to new owners.

Sometime during the fall of 2012, negotiations began regarding the asset sale of both Hamilton Park and the Atrium to new owners. The successorship clause in the 2008 CBA required that any successor assume the collective-bargaining agreement

[3] When necessary, credibility resolutions have been made based upon a review of the entire record and all exhibits in this proceeding. Witness demeanor was primarily considered in making credibility resolutions. I also considered the inherent probability of the testimony and whether such testimony was in conflict with credited testimony or documentary evidence. Testimony contrary to my findings has been discredited.

[4] There is scant evidence conclusively explaining the purchase, the corporate structures of the new owners, the exact relationship between "Alaris" and Hamilton Park, or that of "Alaris" and the Atrium. Moreover, in a Federal district court consent order introduced into evidence, the purchaser of Hamilton Park is referred to as Hamilton Park Opco, LLC. (GC 8) It is unknown whether the same corporate entity/entities purchased the assets of both Hamilton Park and the Atrium. While both Respondents and the Union submitted arbitration briefs into evidence that touch upon the sale (GC 36; R. 3) "[a]rguments in the parties' briefs are not evidence." *Duha v. Agrium, Inc.*, 448 F.3d 867, 879 (6th Cir. 2006); *Estrella v. Bryant*, 682 F.2d 814, 819 (9th Cir.1982) (Legal memoranda and oral argument are not evidence).

[5] Attachment A of the 2005 CBA lists "Hamilton Park Health Care Center, including Atrium" as one of the employer members of the multiemployer bargaining group. (GC 2-1 p. 51) The index of the 2005 CBA also includes the phrase "Hamilton Park Health Care Center, including Atrium." (GC 2-1 pp. iii, 51.) However, the actual adoption memorandum only references "Hamilton Park Health Care Center" as the employer, with no reference to the Atrium. Id. at p. 40.

[6] Throughout the 2008 CBA, only Hamilton Park is referenced as the employer; there are no references to the Atrium in the document. (GC 3.)

[7] With interest arbitration, the parties ask the arbitrator to set new terms and conditions of employment. *Hamilton Park Health Care Center Ltd.*, 817 F.3d at 860 fn. 2 (contrasting "interest arbitration" with "rights arbitration").

[8] The petition to vacate was filed on January 31, 2013. *See, Hamilton Park Health Care Center v. 1199 SEIU United Healthcare Workers East*, 2015 WL 3440857, at *4 (D.N.J. 2015). It does not appear from the pleadings that any other employer in the multiemployer association joined the petition to vacate.

[9] The arbitrator also included a "second generation arbitration provision" in his award, allowing the Union to reopen negotiations for the contract's last year (June 30, 2015, to June 30, 2016) and force arbitration on any dispute arising therefrom. Hamilton Park also challenged this part of the award. The Third Circuit agreed with Hamilton Park and voided the second generation arbitration provision. Id. at 864–866.

and retain the bargaining unit employees. The Union learned about the impending sale, and because employees began receiving mass-layoff notices, it filed suit in Federal district court to enjoin the sale of Hamilton Park.[10] (Tr. 73–75) (GC 3 p. 27).

On December 28, 2012, an injunction issued stopping the sale. Subsequently, on April 19, 2013, the court issued a consent order continuing the enjoinment of the sale until the buyer formally agreed to assume the 2008 CBA, including the interest arbitration award extending the term through 2016.[11] Also, the new owner was required to retain all bargaining unit members employed on the sale's closing date as required by the 2008 CBA's successorship clause. (GC 8.)

After the Union had learned of the impending sale, on November 30, 2012, a Hamilton Park payroll employee informed representatives of the Union's benefit fund, via email, that union employees working at the Atrium had been transferred to Hamilton Park effective October 14, 2012, and therefore the benefit funds would receive contributions for all employees directly from Hamilton Park. (GC 25.) Before that date, the Union received trust fund payments broken out separately for employees working at the Atrium (approximately 15) and those working at Hamilton Park (approximately 139).[12] Also, it appears the payments were drawn from different accounts, with different checks—one check coming from Hamilton Park and another coming from the Atrium.[13] (GC 23–27, 36 Exh. A.)

Ultimately, the sale to the new owners was consummated sometime around April or May of 2013. (Tr. 65, 77.) A few months later, in July 2013, CMS started managing the housekeeping department at both Hamilton Park and the Atrium. (Tr. 137.) It appears that the transition was seamless, with employees working for Hamilton Park and/or the Atrium one day, and then working for Respondent CMS the next.[14] (Tr. 146, 150.) CMS signed an assumption agreement, dated July 1, 2013, recognizing the Union as the representative of workers employed by CMS "at Hamilton Park Healthcare Center." (R. 1.) In the agreement, CMS also agreed to be bound by the 2008 CBA, and further consented to employ the laundry and housekeeping employees employed by Hamilton Park as of the date of the agreement. (Tr. 138, 145.) The assumption agreement signed by CMS does not mention, or discuss, the Atrium.

After CMS began managing the housekeeping and laundry departments at Hamilton Park and the Atrium, the Union believed that neither Hamilton Park, nor CMS, was properly applying the terms of the 2008 CBA to employees. According to the Union, employees were not receiving their contractually required minimum rates, allowances, and time off. Moreover, the laundry services were contracted-out resulting in employee layoffs. The Union also claimed that some workers were laid off from their jobs at Hamilton Park, and then went to work the next day at the Atrium, performing the exact same work, but ostensibly as nonunion employees. All of these disputes resulted in the Union filing multiple grievances and arbitration demands, starting in about September 2013, against both Hamilton Park and CMS. (GC 9, 10; Tr. 78, 81–82.)

An arbitration hearing on the Union's grievances was held on June 4, 2015. At the hearing, the arbitrator ordered the parties to exchange documents by June 30.[15] Specifically, he ordered Hamilton Park to produce to the union documents "regarding the relationship between the Atrium and the [Hamilton Park] Care Center"[16] (GC 12.)

On June 23, in anticipation of the arbitrator's deadline, the Union sent an email to the attorney representing both Hamilton Park and CMS with two separate information requests—one for each. (GC 13–15.) The body of the email stated as follows:

> As you know, at the June 4, 2015 hearing, Arbitrator Scheinman ordered the Employer to provide the Union with all of the requested information regarding the Hamilton Park/Atrium arbitrations by no later than June 30, 2015. For you convenience, attached are two documents, one for Hamilton Park and one for CMS, identifying all of the information requested by the Union. Please provide the requested information by no later than June 30, 2015.

The information requests attached to the email are the basis of the General Counsel's complaint allegations. For Hamilton Park the information requested was as follows:

> 1. All documents of Hamilton Park Healthcare Center ("Hamilton Park" or "the Employer") reflecting all employees in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, since April of 2013 to the present, including the following information for each employee:
>
> a. Name
> b. Date of hire
> c. Job title

[10] Limited evidence was introduced into the record regarding the litigation over the sale. However, it appears that the Union only contested the sale of Hamilton Park and not the sale of the Atrium.

[11] Although the consent order required the new buyer to enter into an agreement assuming the 2008 CBA, no such agreement was introduced into evidence in this matter.

[12] The actual number of employees varied by a few workers depending upon the month.

[13] There is also evidence that, in April 2013, dues deductions were made for some employees working at the Atrium. (GC 23–27, 36 Exh. A.)

[14] According to CMS, at the time they appeared on the scene, Hamilton Park and the Atrium had separate housekeeping staffs, and CMS simply took over the employees from each staff. (Tr. 150, 154.)

[15] It is unclear from the record as to the full nature of the June 4 hearing. However, it appears that, while some evidence was taken on the grievances in question, the hearing dealt primarily with preliminary matters, including stipulations and the Union's request for documents. The hearing was then adjourned to a future date. (Tr. 86–88.)

[16] In a subsequent letter to the parties, dated June 30, the arbitrator also instructed the parties that, should there be any disputes regarding the document production, he would conduct a conference call to make appropriate rulings regarding the production. Finally, the arbitrator asked the parties to submit prehearing briefs on the underlying issues because of the "complexity of the case" by July 3. (GC 12.) The parties submitted their briefs. (GC 36; R. 3.) One of the arguments made by the Union in its brief to the arbitrator is that Hamilton Park and the Atrium constitute a single employer, and that there is one dietary and maintenance department for both, with centralized scheduling and a common management. (GC 36.)

d. Hourly rate of pay
e. Regular hours worked per pay period
f. Number of overtime hours worked each pay period
g. Job status (i.e, part-time, full-time, per diem)
h. Shift
i. Facility to which he\she is regularly assigned (Hamilton Park and/or the Atrium)
j. Date employment ended, if any, and the reason for the end of his/her employment.

2. All documents of the Employer reflecting all employees in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, who were laid off since April of 2013 to the present including the date of the layoff and the reason for the layoff.

3. All documents of the Employer reflecting any employee identified in No. 2 who has returned to work at Hamilton Park, including the Atrium, including the following information for any such employee:

a. Name
b. Job title
c. Date of his/her return to work
d. Position to which he/she was returned
e. Rate of pay prior to lay off
f. Rate of pay upon return to work to the present
g. Hours worked per pay period from date of his/her return to work to the present.

4. All documents of the Employer reflecting all employees in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, who have had their hours reduced since April 2013 including the following information for any such employee:

a. Name
b. Job title
c. Date of his/her reduction in hours
d Numbers of hours reduced
e. Reasons for the reduction in hours.

5. Payroll registers of the Employer reflecting all hours worked and rate of pay for each employee in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, from April 2013 to the present.

6. All documents of the Employer showing the actual hours worked including, but not limited, to the weekly or monthly work schedules for all employees in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, since April of 2013 to the present.

7. All documents of the Employer reflecting the health and other benefits, including but not limited to paid time off, provided to all employees in the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium, since April of 2013 to the present.

8. All documents of the Employer reflecting the job descriptions for all employees, including managers and supervisors, in the housekeeping (including laundry), dietary, and maintenance departments at Hamilton Park, including the Atrium, since April of 2013 to the present.

9. All documents of the Employer reflecting the date CMS began managing the housekeeping (including laundry) department at Hamilton Park, including the Atrium.

10. All documents of the Employer, including but not limited to an organizational chart, reflecting the management structure of the housekeeping (including laundry), dietary and maintenance departments at Hamilton Park, including the Atrium.

11. All documents of the Employer including, but not limited to an organizational chart, reflecting the ownership, corporate structure, officers and financial control of Hamilton Park, including the Atrium.

12. All documents of the Employer including, but not limited to an organizational chart, reflecting the structure of labor relations at Hamilton Park, including the Atrium.

13. All documents of the Employer reflecting the monthly census reports at Hamilton Park, including the Atrium, from April 2013 to the present.

14. All documents of the Employer reflecting the subcontracting out of the laundry services at Hamilton Park, including the Atrium, from 2013 to the presenting including, but not limited to, the date the laundry was subcontracted and the company providing laundry services to Hamilton Park, including the Atrium.

For Confidence Management Systems, the Union requested the following information:

1. All documents of Confidence Management Systems ("CMS" of "the Employer") reflecting all employees in the housekeeping (including laundry) department at Hamilton Park Health Care Center ("Hamilton Park"), including at the Atrium, since April of 2013 to the present, including the following information for each employee:

a. Name
b. Date of hire
c. Job title
d. Hourly rate of pay
e. Regular hours worked per pay period
f. Number of overtime hours worked each pay period
g. Facility to which he\she is regularly assigned (Hamilton Park and/or the Atrium)
h. Date employment ended, if any, and the reason for the end of his/her employment.

2. All documents of the Employer reflecting all employees in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, who were laid off since April of 2013 to the present including the date of the layoff and the reason for the layoff.

3. All documents of the Employer reflecting any employee

identified in No. 2 who has returned to work at Hamilton Park, including at the Atrium, including the following information for any such employee:

a. Name
b. Job title
c. Date of his/her return to work
d. Position to which he/she was returned
e. Rate of pay prior to lay off
f. Rate of pay upon return to work to the present
g. Hours worked per pay period from date of his/her return to work to the present.

4. All documents of the Employer reflecting all employees in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, who have had their hours reduced since April 2013 including the following information for any such employee:

a. Name
b. Job title
c. Date of his/her reduction in hours
d. Numbers of hours reduced
e. Reason for the reduction in hours.

5. Payroll registers of the Employer reflecting all hours worked and rate of pay for each employee in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, from April 2013 to the present.

6. All documents of the Employer showing the actual hours worked including, but not limited, to the work schedules for all employees in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, since April of 2013 to the present.

7. All documents of the Employer reflecting the health and other benefits, including but not limited to paid time off, provided to all employees in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, since April of 2013 to the present.

8. All documents of the Employer reflecting the job descriptions for all employees, including managers and supervisors, in the housekeeping (including laundry) department at Hamilton Park, including the Atrium, since April of 2013 to the present.

9. All documents of the Employer reflecting the date CMS began managing the housekeeping (including laundry) department at Hamilton Park, including the Atrium.

10. All documents of the Employer, including but not limited to an organizational chart, reflecting the management structure of the housekeeping (including laundry) department at Hamilton Park, including the Atrium.

11. All documents of the Employer including, but not limited to an organizational chart, reflecting the structure of labor relations of CMS at Hamilton Park, including the Atrium.

12. All documents of the Employer reflecting the subcontracting out of the laundry services at Hamilton Park, including the Atrium, from 2013 to the presenting including, but not limited to, the date the laundry was subcontracted and the company currently providing laundry services to Hamilton Park, including the Atrium.

On June 25, the arbitrator issued an award finding that both CMS and Hamilton Park violated the 2008 CBA by contracting out the laundry department work.[17] The award required both parties to return the work back to the laundry department. The arbitrator also ordered a future hearing to determine damages if the parties were unable to stipulate to a liquidated amount by July 31.[18]

On July 1, the Union received an email from the Respondents' counsel, containing an attachment with some payroll dues information from Hamilton Park and the Atrium. While the documents were responsive to the Union's information requests, they contained only a fraction of the information requested by the Union. After a series of emails between the Union and Respondents' counsel, and at least one email between the parties and the arbitrator, on July 16 a conference call was held with the arbitrator to discuss the issues surrounding Respondents' document production. During the conference call, Respondents asked to have until August 20 to produce the requested information. (Tr. 167–168; GC 29–31.)

On August 21, 2015, Respondents' counsel sent the Union another document production. (GC 32–33.) While the information produced was partially responsive to the Union's June 23 information requests, it again contained only a small fraction of the information sought by the Union.

The parties had an arbitration hearing scheduled for September 16, and in anticipation of the upcoming hearing, on September 10, the Union sent an email to Respondents' counsel again asking that some of the outstanding information be produced, noting that laundry services had yet to be restored to Hamilton Park, as ordered by the arbitrator. (GC 35.) On October 1, the Union filed the underlying charges against Hamilton Park and CMS in this matter.

On December 11, the arbitrator issued an award finding that Hamilton Park and CMS were not paying the minimum wage rates as required by the 2008 CBA. (GC 39.) On April 22, 2016, the arbitrator sent a letter to the parties confirming that a hearing would be held on June 28, 2016, regarding the following grievances: (1) improper layoffs, reduction in hours and seniority, the removal of housekeeping and dietary employees from the bargaining unit; (2) the prorating of bonuses, sick pay, and personal time off; (3) violation of employee recall rights; (4) the failure to give holiday pay and requiring employees to work a holiday; and (5) the failure to pay other various contractual requirements.

Other than the information presented by the Employer on July 1 and August 21, there is no evidence in the record that either Hamilton Park or CMS submitted any other information to

[17] Although the award is dated June 23, it was not served upon the parties until June 25. (GC 38.)

[18] Respondent CMS and Respondent Hamilton Park filed a lawsuit in New Jersey superior court seeking to overturn the arbitration award. (R. 4.) The suit was moved to Federal district court, and as of the date of the hearing the matter was still pending. (Tr. 224–225; Tr. 244.)

the Union responsive to its June 23 information requests.

III. POSITION OF THE PARTIES

A. The General Counsel

The General Counsel argues that the June 23 information request submitted to Hamilton Park seeks information that is presumptively relevant, as it pertains to bargaining unit employees, and serves the following purposes: (1) to investigate and establish whether Hamilton Park violated the 2008 CBA; (2) to identify the employees affected, in the event the company was not following the contract; (3) to prepare for future arbitration hearings resulting from the Union's arbitration demands; and (4) to present the arbitrator with evidence that he deemed necessary to craft remedial awards. (GC Br. at 15.)

Regarding the Atrium, the General Counsel asserts that the "record evidence shows that Atrium dietary, housekeeping, and maintenance employees are part of the same bargaining unit as the Hamilton Park unit employees" and thus the information requested regarding Atrium employees is presumptively relevant. Id. at 18–19. Furthermore, the General Counsel argues that, even if the Atrium employees are not in the same bargaining unit, the information must still be produced as it involves "the very integrity of the unit" citing *Brooklyn Union Gas Co.*, 296 NLRB 591 (1989). Id. at 20.

Regarding CMS, the General Counsel argues that the information requested is presumptively relevant because CMS agreed to assume Hamilton Park's collective-bargaining agreement as it pertained to those employees, and it is directly related to the Union's demands for arbitration made to CMS. Id. at 17. As with the Hamilton Park request, the General Counsel also asserts the CMS information request was made to investigate the arbitration demands, to find out which housekeeping employees were affected by the alleged contract violations, and to assist the arbitrator in crafting a remedy. (GC Br. at 18.)

B. The Respondents

The Respondents assert a variety of defenses to the information requests. First, they claim that the Atrium is not a party to these proceedings, and therefore the Board cannot compel the production of documents from the Atrium. (R. Br. at 11–12.) Next, Respondents assert that the arbitrator, and not the NLRB, has jurisdiction over the dispute involving the information requests. Id. at 12. Citing *California Nurses Assn.*, 362 NLRB 1362 (1998); and *Tool & Die Makers' Lodge 78 (Square D Co.)*, 224 NLRB 111 (1976). Respondents also claim they had no obligation to produce the documents as the information requests constitute prearbitration discovery, and therefore invalid. Id. at 12–14. Finally, Respondents assert the information requested, as it relates to Atrium employees, is not relevant to the Union's grievance, and therefore does not need to be produced. Id. at 14–16.

C. The Union

In its brief, the Union focuses its argument on the requests concerning Atrium employees. The Union argues that the scope of the Union's bargaining unit at Hamilton Park and the nature of the relationship between Hamilton Park and the Atrium is a major dispute in the underlying arbitrations. Thus, the Union asserts that the information requested concerning the Atrium is "directly relevant to this underlying dispute and to the Union's ability to evaluate, process, and present its grievances in arbitration." (U. Br. at 3.) This includes the Union's assertion, in arbitration, that Hamilton Park and the Atrium are single employers. Id. at 5, 5 at fn. 6. Finally, the Union argues that the timing of the information requests, coming after the arbitration hearing was scheduled, is not relevant, as the duty to provide information extends to information needed to prepare for arbitration. Id. at 7. Regarding Respondent's jurisdiction argument, the Union asserts that information request cases are not subject to deferral, even when the arbitrator has determined the information sought is relevant to the matters before him/her. Id. at 2, fn. 1. Finally, the Union argues that *California Nurses Association* stands for the proposition that only specific types of information, such as witness names and the evidence upon which a party intends to rely, constitutes prearbitration discovery and need not be produced; it does not create a blanket ban on producing documents when an arbitration is already scheduled. Id. at 6–7.

IV. ANALYSIS

A. Legal Standard

Section 8(a)(5) of the Act imposes on an employer the "duty to bargain collectively" which includes a duty to supply a union with requested information that will enable it to "negotiate effectively and perform its duties as bargaining representative." *New York & Presbyterian Hospital v. NLRB*, 649 F.3d 723, 729 (D.C. Cir. 2011), enfg. 355 NLRB 627 (2010). This includes the duty to furnish the union with information requested in order to properly administer a collective-bargaining agreement, and the processing and evaluating of grievances pursuant to the agreement. Id; *Oncor Electric Co., LLC*, 364 NLRB No. 58, slip op. at 20 (2016).

A union's bare assertion that it needs information does not "automatically oblige the employer to supply all the information in the manner requested." *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 314 (1979). For employees within the bargaining unit, information requested concerning wages, hours, and other terms and conditions of employment is presumed relevant. *A-1 Door & Building Solutions*, 356 NLRB 499, 500 (2011). As for information requested for employees outside the bargaining unit, the burden is on the union to demonstrate the relevance of the requested information. Id. However, the threshold for relevance is low. A discovery-type standard is applied to determine relevance, under which "the fact the information is of probable or potential relevance is sufficient to give rise to an obligation to provide it." *Presbyterian Hospital*, 649 F.3d at 730 (internal quotations omitted); *A-1 Door & Building Solutions*, 359 NLRB at 500.

B. Deferral to Arbitration is not Appropriate

Respondents assert that, because they were ordered by the arbitrator to produce documents regarding the relationship between the Atrium and Hamilton Park, it is the arbitrator and not the NLRB that has jurisdiction in this matter. Although not cited by any party, the facts in this matter, with respect to the timing of the information request in relation to the arbitration,

are similar to those in *New Island Hospital*, 344 NLRB 198 (2005). In *New Island Hospital*, the union filed grievances over a staffing guideline dispute, and in September 2003 demanded arbitration of the grievance. On February 6, 2004, the Union requested information concerning four units specified in the grievances plus a surgery unit. The company did not comply with the information request.

The arbitration hearing was scheduled to begin on March 9, 2004. In connection with the arbitration, on February 11, 2004, the union served a document subpoena to the employer seeking the same information asked for in its February 6 information request, except for the information on the surgery unit. The employer asked the arbitrator to quash the subpoena, but the arbitrator did not rule on the motion to quash. On March 11, 2004, the union filed a charge with the Board regarding the refusal to provide information. As of the June 2004 NLRB hearing, the arbitrator had still not ruled on the hospital's motion to quash the arbitration subpoena; the arbitration itself was still in progress, and was scheduled to resume in October 2004.

The administrative law judge dismissed the company's claim that the matter should be deferred to arbitration, and found the employer violated the Act by refusing to provide the information. Id. at 199–200. The Board affirmed the judge's decision on deferral, however for differing reasons. Two members of the panel found that deferral was inappropriate because the "arbitrator has not promptly resolved the parties' information-request dispute" noting that, as "of the of the date of the instant Board decision, more than 10 months have elapsed, and the Union still has not received a ruling on whether it is entitled to the requested information." Id. at 198 fn. 2. The third panel member affirmed the ALJ's decision, relying on the Board's longstanding policy that information request cases are not subject to deferral. Id. (citing *Postal Service*, 302 NLRB 918, 918 (1991) ("issues concerning a refusal to supply information are not subject to deferral to the grievance-arbitration process"). The Board majority noted that "[w]e find it unnecessary to pass on whether, absent such a delay, the Board properly should defer an information-request allegation where a charging party has invoked the grievance-arbitration process and has also filed a charge with the board." Id. at fn. 2

This matter presents the type of case which the Board reserved for judgment in *New Island Hospital*. Here, the arbitrator ordered the Respondents to produce the type of information the Union requested in its June 23 information request and, within a week after the information requests were made, the arbitrator stated that he would "conduct a conference call to make appropriate rulings regarding the production."[19] (GC 12.)

Based upon the Board majority's reasoning in *New Island Hospital*, a strong argument can be made that deferral is appropriate here, where the Union first invoked the arbitration process, made the information request within the context of an existing arbitration and as part of an arbitration request for document, the arbitrator ordered the type of information requested by the Union produced, and the arbitrator stated that he would make appropriate rulings in the event there were any disputes.[20] That being said, I am mindful that "the Board is not required by the NLRA or by 'national labor policy' to defer information request cases to arbitration." *DaimlerChrysler Corp. v. NLRB*, 288 F.3d 434, 444 (D.C. Cir. 2002). And the "Board has long adhered to a policy of refusing to defer disputes concerning information requests" to arbitration. Id.; *Postal Service*, 302 NLRB at 918. Any exceptions to this policy must be made by the Board in the first instance. *Cf. SBC California*, 344 NLRB 243, 243 fn. 3 (2005) (judge correctly applied the Board's policy of non-deferral in information cases, where a three member Board majority has not overruled existing Board precedent). As such, because the Board has not made such an exception to its longstanding policy for the type of situation set forth herein, deferral of this matter is not appropriate.

C. California Nurses Association is not a Defense

At my request, the parties briefed whether the Board's decision in *California Nurses Assn.*, 326 NLRB 1362 (1998), privileges the Respondents' refusal to provide information. The Respondents claim it does, the General Counsel and the Union assert otherwise.

In *California Nurses Association*, the Board found no violation of Section 8(b)(3) of the Act with respect to a union's refusal to provide the employer "with the names of witnesses it intends to call, and the evidence on which it intends to rely, at the arbitration hearing."[21] Id. at 1362. Citing *Tool & Die Makers' Lodge 78 (Square D Co.)*, 224 NLRB 111 (1976), the Board noted "it is well settled that there is no general right to pretrial discovery in arbitration proceedings." Id; See also, *Ormet Aluminum Products Corp.*, 335 NLRB 788, 789 (2001) (Board draws distinction between situations where the requests for information were made before the third-step grievance was been denied and after the grievance was referred to arbitration).

Recently, in *Oncor Electric Co., LLC*, 364 NLRB No. 58, slip op. at 17 (2016), the Board had the opportunity to address the scope of *California Nurses Association's* prohibition on prearbitration discovery. In *Oncor Electric* the employer denied the union's third-step grievance over the discharge of an employee. On February 26, 2013, the union filed a request for arbitration and on March 25, 2013, made an information request in connection with the upcoming arbitration on the discharge. Id. The company asserted that it had no obligation to comply with the information request, claiming that it was an attempt by the union for pre-arbitration discovery. Id. slip op., at 21. The Board affirmed the trial judge who found that "at the prearbitration stage, a party can request substantive information

[19] No party further developed the record as to whether such a conference call occurred, whether any party brought disputes regarding the document requests to the arbitrator's attention, or whether the arbitrator issued any further orders regarding the information requests.

[20] The Board has stated that its "processes should not be used as a substitute for district court enforcement of an arbitration award under Section 301 of the Act [29 U.S.C. § 185]." *Shaw's Supermarkets, Inc.*, 339 NLRB 871, 871 (2003).

[21] In a collective-bargaining relationship, a union has a duty under Sec. 8(b)(3) of the Act, parallel to the employer's duty under Sec. 8(a)(5), to provide the employer with relevant information that is necessary for the employer to fulfill its contractual obligations. *Service Employees Local 715 (Stanford Hospital)*, 355 NLRB 353, 360 (2010).

pertaining to the issues but not information about the parties' presentation of its case before the arbitrator." Id. slip op., at 1, 21. Thus, in relationship to the ban on prearbitration discovery, the Board focuses on the nature of the information requested, making a distinction between information that delves into litigation strategy and preparation which is deemed improper prearbitration discovery, as opposed to substantive information pertaining to the issues at arbitration, which must be produced. Id. at 21.

Here, although the Union's information request was made after the arbitration actually opened on June 4, it appears that the arbitration was in the preliminary stages over the issue of the relationship between Hamilton Park and the Atrium. Because the Union's information request is relevant to the issues before the arbitrator, and does "not seek information about the parties' presentation of its case," I find that *California Nurses Association* does not privilege Respondents' refusal to provide the information requested. *Oncor Electric*, slip op. at 21.

D. The Information Requests for Atrium Employees

The General Counsel asserts that the information requested concerning Atrium employees is presumptively relevant, because the "record evidence shows that Atrium dietary, housekeeping, and maintenance employees are part of the same bargaining unit as the Hamilton Park unit." (GC Br. at 18.) In support of this claim, the General Counsel points to two pages in an expired collective-bargaining agreement, and to the fact that, in the past, the Union received dues and trust fund contributions for Atrium employees.

However, the General Counsel's evidence supporting this claim is lacking. Regarding the 2005 collective-bargaining agreement, the index does include the phrase "Hamilton Park Health Care Center, including Atrium," as does the list of employers included in an attachment. However, the signed document adopting the multi-employer agreement lists only "Hamilton Park" as the employer. Moreover, the 2008 CBA supersedes the 2005 agreement, and the 2008 CBA only lists Hamilton Park as the employer. (GC 2–1, p. 40.)

The actual unit definition in both the 2005 and 2008 CBAs are of no assistance to the General Counsel's argument. Article I of both multiemployer agreements contain a broad general recognition clause stating that the Union represents "all employees" excluding guards, office clericals, and supervisors, but then specifically states that the "[b]argaining unit descriptions for each individual Signatory Employer are attached in 'Schedule A' and herein incorporated by reference." (GC 2–1 p.1; GC 3 p. 1.) However, schedule A is either blank, or missing, from the agreements introduced into evidence, and no party introduced any evidence explaining this anomaly.[22]

Also, while Atrium employees had union dues and trust fund payments deducted from their paychecks in the past, it appears that these deductions had ended by May 2013 when the sale to the new owners was finalized. Deductions made by another owner, almost 3 years before the complaint issued in this matter, are insufficient to show that the Atrium employees are in included in the Hamilton Park unit for the purposes of the June 23 information request. Finally, with respect to CMS, in the July 1, 2013 memorandum of agreement, CMS recognized the Union as the representative of "laundry and housekeeping employees employed . . . at Hamilton Park Health Care Center." (R. 1.) Nowhere in that agreement is the Atrium mentioned. Therefore, based upon the evidence presented in this matter, the General Counsel has not met his burden to show that the June 23 information request involving Atrium employees is presumptively relevant.

Although the information requested for Atrium employees is not presumptively relevant, it still must be produced if the Union can demonstrate the relevance of the information. *Presbyterian Hospital*, 649 F.3d at 730. The Union's burden is low, and it need only show a "probability that the desired information was relevant, and that it would be of use to the union in carrying out its statutory duties and responsibilities." *NLRB v. Acme Industrial Co.,* 385 U.S. 432, 437 (1967). When an information request involves employees outside the bargaining unit, and that information may be of use to the union to prepare for arbitration, or used during the arbitration proceeding itself, it must be produced. *Pfizer, Inc.*, 268 NLRB 916, 919 (1984), enfd., 763 F.2d 887 (7th Cir. 1985).

Here, that burden has been met. The Union requested the information for use during arbitration and to support its claim before the arbitrator that Hamilton Park and the Atrium are single employers, that the laundry/housekeeping departments have common supervision, and that one department services both facilities.[23] As such, employing a "liberal discovery-type standard" the information requested by the Union regarding Atrium employees "may therefore be of use to the Union . . . in the arbitration proceeding itself," and must be produced. *Pfizer, Inc.*, 268 NLRB at 919.

Because the Union has shown the relevance of the information concerning Atrium employees, to the extent Hamilton Park and CMS have any of the information requested, it must be produced and Respondents violated Section 8(a)(1) and (5) of the Act by not doing so. However, the evidence presented shows that the operations at the Atrium are owned by a separate legal entity that is not a party to this proceeding. While the single/joint employer status of Hamilton Park and the Atrium is an issue with the parties' arbitration, it is not an issue here, as the complaint contains no such allegations. Therefore, my order cannot, and does not, compel the Atrium to produce any information, as they are not a party to this matter.[24]

E. The Information Requests Excluding the Atrium Employees

With respect to the information request concerning the wages, hours, and other terms and conditions of employment involving Hamilton Park employees represented by the Union, Respondents have not argued, and cannot show, that such in-

[22] Notwithstanding, it appears nobody disputes that employees performing laundry and housekeeping duties (including dietary) are included in the Hamilton Park unit.

[23] See, GC 36.

[24] The same problem does not involve Respondent CMS. CMS is a party to this proceeding, and manages the housekeeping departments at both Hamilton Park and the Atrium. Therefore, it is presumed that CMS has records involving both groups of employees, which must be produced.

formation is not presumptively relevant. Nor have Respondents shown that the information has already been provided to the Union. Specifically, numbers 1 through 7 of the June 23 Hamilton Park and CMS information requests seek items directly related to the unit employees' wages, hours, and terms of employment. Similarly, the portion of request number 8, seeking job descriptions for unit employees, is also presumptively relevant, and must be produced. *Maywood Do-Nut Co.*, 256 NLRB 507, 508 (1981). As such, by failing and refusing to provide this information to the Union, Respondents have violated Section 8(a)(5) of the Act. *A-1 Door and Building Solutions*, 359 NLRB at 500.

Along with seeking the job descriptions for unit employees, Hamilton Park and CMS information request number 8 also asks for the job descriptions for managers and supervisors in the housekeeping (including laundry), dietary, and maintenance department; this information is not presumptively relevant. Similarly, the Union seeks other information that is not presumptively relevant, including information regarding the management structure of Hamilton Park and the Atrium, their ownership/corporate make-up, the structure of labor relations at the companies, and the date that CMS started managing both the Atrium and Hamilton Park.[25] The Union argues that this information is relevant to its argument before the arbitrator that these departments have common supervision, that one department services both facilities, and that Hamilton Park and the Atrium are a single employer and/or joint employers. (Tr. 96.)

As noted by the Supreme Court, the controlling criteria in deciding whether "nominally separate business entities" constitute a single employer "are interrelation of operations, common management, centralized control of labor relations and common ownership." *Radio Technicians Local 1264 v. Broadcast Service of Mobile, Inc.*, 380 U.S. 255, 256 (1965). Because the single employer status of the entities is an issue in the arbitration between the parties, and the information may be of use to the Union during the arbitration, this information should also be produced. *Pfizer, Inc.*, 268 NLRB at 919.

The same holds true for Hamilton Park information request number 14, and CMS request number 12, which seeks information regarding the subcontracting out of the laundry services. The arbitrator has already ordered that this work be returned to the laundry department. (GC 38.) As such, the Union has shown the relevance of these requests, and the documents must be produced. *Shaw's Supermarkets, Inc.*, 339 NLRB 871, 871 (2003) (union has the right to ask for information concerning the implementation of an arbitrator's award).

Finally, although Hamilton Park information request number 12, seeking census data, is not presumptively relevant, it must be produced if the Union can show its relevance. *Camelot Terrace*, 357 NLRB 1934, 1993 (2011). According to the Union, it needs this information to determine whether the patient load warranted a reduction in staffing. (Tr. 99.) Because proper staffing levels could be relevant to pending grievances, including potential damages, applying the "low" discovery-type standard, I find this information is also relevant and must be produced. *Schrock Cabinet Co.*, 339 NLRB 182, 188 (2003) (union entitled to information to prepare for arbitration hearing, including liability and potential damages in the event the arbitration is successful).

Accordingly, because the Union has shown the relevance of the information requested that was not presumptively relevant in its June 23 information requests, I find that Respondents violated Section 8(a)(1) and (5) of the Act by failing to provide this information.

CONCLUSIONS OF LAW

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

2. The Union, 1199, SEIU United Healthcare Workers East, is a labor organization within the meaning of Section 2(5) of the Act.

3. All employees employed by Respondent Hamilton Park performing the work covered by the collective-bargaining agreement between Hamilton Park and the Union effective March 13, 2008, as extended by an arbitration award through June 30, 2016, constitutes an appropriate unit for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

4. All employees employed by Respondent CMS performing work covered by the assumption agreement, dated July 1, 2013, between CMS and the Union constitutes an appropriate unit for purposes of collective bargaining within the meaning of Section 9(b) of the Act.

5. By failing and refusing to provide the Union with the information it requested on June 23, 2015, the Respondent Hamilton Park has been engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

6. By failing and refusing to provide the Union with the information it requested on June 23, 2015, Respondent CMS has been engaged in unfair labor practices within the meaning of Section 8(a)(1) and (5) of the Act.

REMEDY

Having found that the Respondent Hamilton Park and Respondent CMS has engaged in certain unfair labor practices, I find that they must be ordered to cease and desist and to take certain affirmative action designed to effectuate the polices of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order[26]

ORDER

The Respondent Hamilton Park Health Care Center, Jersey City, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to provide the Union with requested infor-

[25] Hamilton Park information request numbers 10, 11, 12, and CMS information request number 10 and 11 seek this information.

[26] 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.

mation that is relevant and necessary to the Union's performance of its duties as collective-bargaining representative of the Respondent Hamilton Park's employees.

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

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

(a) Promptly provide the Union with: all relevant information requested by the Union in its email dated June 23, 2015, and related attachments.

(b) Within 14 days after service by the Region, post at its Jersey City, New Jersey facility copies of the attached notice marked "Appendix A."[27] Copies of the notice, on forms provided by the Regional Director for Region 22, 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, 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 June 23, 2015.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 22 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.

ORDER

The Respondent Confidence Management Systems at Hamilton Park Health Care Center, Linden, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to provide the Union with requested information that is relevant and necessary to the Union's performance of its duties as collective-bargaining representative of the employees of Confidence Management Systems at Hamilton Park Health Care Center.

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

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

(a) Promptly provide the Union with: all relevant information requested by the Union in its email dated June 23, 2015, and related attachments

(b) Within 14 days after service by the Region, post at its Jersey City, New Jersey facility copies of the attached notice marked "Appendix B."[28] Copies of the notice, on forms provided by the Regional Director for Region 22, 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, 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 June 23, 2015.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 22 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. September 14, 2016

APPENDIX A

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated 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 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 refuse to provide the Union with requested information that is relevant and necessary to the Union's performance of its duties as collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

[27] 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."

[28] 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."

WE WILL promptly provide the Union with all relevant information requested in its email dated June 23, 2016, and related attachments.

HAMILTON PARK HEALTH CARE CENTER

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/22-CA-161287 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

APPENDIX B

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 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 refuse to provide the Union with requested information that is relevant and necessary to the Union's performance of its duties as collective-bargaining representative.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL promptly provide the Union with all relevant information requested in its email dated June 23, 2016, and related attachments,

CONFIDENCE MANAGEMENT SYSTEMS AT HAMILTON PARK HEALTH CARE CENTER

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/22-CA-161287 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.