

5. To the ALJ's finding that Hospital failed to clearly convey to employees that they are permitted to utilize the Hospital's email system to discuss the Union. JD 17:15-21.

6. To the ALJ's conclusion that Respondent's policy of prohibiting nurses from discussing the Union in nursing stations, corridors, stairwells, elevators, and immediate patient care areas violated Section 8(a)(1) of the Act. JD 24:33-35.

7. To the ALJ's finding that Respondent's definition of "immediate patient care areas" which includes corridors, stairwells, and elevators is impermissibly broad. JD 18:6-10.

8. To the ALJ's finding that the Hospital's October 7, 2016 Memorandum titled "Solicitation on Nursing Units" failed to clarify the Hospital's policy for non-work related discussions on units, use of email, and patient care areas. JD 15:11-23; 17:16-18:23.

9. To the ALJ's finding that the June 2016 Non-Solicitation and Distribution Policy violated Section 8(a)(1) of the Act by not defining "unauthorized persons" and requiring pre-authorization before employees could solicit or distribute to non-employees. JD 15:25-16:11.

10. To the ALJ's conclusion that on July 20, 2016, by threatening employees with more onerous working conditions and/or loss of benefits if employees chose union representation, the Respondent, by Cynthia Hawley, violated Section 8(a)(1) of the Act. JD 24:37-39.

11. To the ALJ's finding that Susannah Reed-McCullough was an open union supporter as of July 20, 2016. JD 19:18-19.

12. To the ALJ's finding that Cynthia Hawley interrogated Susannah Reed-McCullough on July 20, 2016. JD 21:43-22:15.

13. To the ALJ's conclusion that on August 6, 2016, by recording nurses' names, filing an incident report, and threatening to "take the matter to the nursing coordinator," the Respondent,

by its security officers, coercively interfered with the nurses' activities in violation of Section 8(a)(1) of the Act. JD 25:1-2.

14. To the ALJ's conclusion that on August 6, 2016, by calling hospital security to respond to nurses engaged in protected concerted activities, the Respondent, by Dwight Lyles, coercively interfered with nurses' union activities in violation of Section 8(a)(1) of the Act. JD 24:45-46.

15. To the ALJ's conclusion that on August 6, 2016, by quelling nurses' interest in speaking with pro-union nurses, the Respondent, by Officer Hawkins, coercively interfered with the nurses' activities in violation of Section 8(a)(1) of the Act. JD 25:4-5.

16. To the ALJ's reliance on *Aqua-Aston Hospitality, LLC d/b/a Aston Waikiki Beach and Hotel Renew*, 365 NLRB No. 53 (2017) in concluding that the security officers coercively interfered with union activity. JD 20:44-46.

17. To the ALJ's conclusion that on September 16, 2016, by taking photographs from a nearby conference room of nurses' protected concerted activities and disseminating those pictures to other managers and supervisors, the Respondent, by Jolly Joseph and other Nurses in Charge, violated Section 8(a)(1) of the Act. JD 25:7-9.

18. To the ALJ's conclusion that on September 21, by threatening nurse Vera Ngezem with more onerous working conditions and loss of benefits if the nurses selected the Union, the Respondent, by Mariamma Ninan, violated Section 8(a)(1) of the Act. JD 25:12-14.

19. To the ALJ's conclusion that on September 21, 2016, by presenting certain changes to working conditions as eventualities if a union represented the nurses, the Respondent, by Mariamma Ninan, violated Section 8(a)(1) of the Act. JD 25:16-18.

20. To the ALJ's finding that Mariamma Ninan did not reference the collective bargaining process to Vera Ngezem. JD 20:2.

21. To the ALJ's failure to credit Ms. Ninan's testimony and Ms. Ngezem's testimony about presenting certain changes to working conditions as eventualities if a union represented the nurses. JD 12:20-23, fn 40.

22. To the ALJ's conclusion that on October 19, 2016, by asking nurses if they were discussing the Union and instructing them that they were prohibited from such discussion in the Hospital, the Respondent, by Officer Hawkins, interrogated and interfered with nurses in violation of Section 8(a)(1) of the Act. JD 25:20-22.

23. To the ALJ's reliance on *St. Johns' Health Center*, 357 NLRB 2078 (2011) in concluding that the Officer Hawkins coercively interfered with union activity. JD 21:25-30.

24. To the remedies and Order issued by the ALJ as being inappropriate and unnecessary as the Complaint should have been dismissed in its entirety. JD 25-27.

WHEREFORE, the Hospital respectfully requests the foregoing Exceptions to the ALJ's Decision be sustained.

Respectfully Submitted,



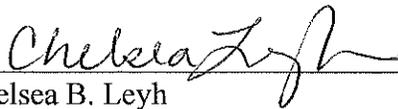
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CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of August, 2017, a copy of the foregoing Exceptions and accompanying Brief in support thereof were e-filed with the Executive Secretary, and a copy was sent by electronic mail to the following representative of National Nurses Organizing Committee/National Nurses United (NNOC/NNU):

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Chelsea B. Leyh