

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**DYCORA TRANSITIONAL HEALTH & LIVING d/b/a
KAWEAH MANOR**

**Cases 32-CA-206624
32-CA-210419**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 2015**

COUNSEL FOR THE GENERAL COUNSEL'S BRIEF TO THE BOARD

I. INTRODUCTION

There are no material facts at issue in these cases because Respondent Dycora Transitional Health & Living d/b/a Kaweah Manor (Respondent) admits that it is a *Burns* successor to predecessor Kaweah Manor Inc. d/b/a Kaweah Manor Convalescent Hospital (Kaweah) and that it has refused to recognize and bargain with Charging Party Service Employees International Union, Local 2015 (Union). Therefore, the only issue in these cases is whether Respondent can litigate issues that were and could have been litigated in the original representation case. Respondent admits that it has failed to bargain with the Union but contends that the certified unit is inappropriate because the Licensed Vocational Nurses (LVNs) who comprise the certified unit are Section 2(11) supervisors. As set forth more fully below, settled Board law prohibits Respondent from raising any matters which were or could have been litigated in the underlying representation proceedings involving its predecessor Kaweah.

In accordance with the Board's April 19, 2018 Order, Counsel for the General Counsel hereby submits his brief which demonstrates that Respondent has violated

Section 8(a)(5) of the Act by failing and refusing to recognize and bargain with the Union as the exclusive bargaining representative of the LVN Unit, and by failing and refusing to provide the Union with relevant information it requested, as alleged, respectively, in paragraphs 8(b) and 9 of the Amended Consolidated Complaint that issued in this matter on February 12, 2018.¹

II. PROCEDURAL HISTORY

On March 9, 2018, the Union, Respondent and Counsel for the General Counsel jointly moved to transfer the above-captioned consolidated cases to the National Labor Relations Board pursuant to Section 102.35(a)(9) of the Rules and Regulations of the National Labor Relations Board (the Board) for a decision based on the record of this case as defined therein. On April 19, 2018, the Board issued an Order Approving Stipulation, Granting Motion, and Transferring Proceeding to the Board.

III. ADMITTED STIPULATED FACTS

A. The Representation Case Petition

On January 25, 2017, in Case 32-RC-191811, the Union filed a petition pursuant to Section 9(c) of the Act seeking to represent a unit of LVNs employed by Respondent's predecessor, Kaweah, at its nursing home facility located in Visalia, California. (Jt. Exh. 1). On January 27, 2017, attorney Ronald J. Holland filed a Notice of Appearance on

¹ General Counsel no longer seeks to pursue the withdrawal of recognition allegation set forth in paragraph 8(a) of the Amended Consolidated Complaint that issued on February 12, 2018. (Jt. Exh. 16). Counsel for General Counsel notified counsel for the Respondent and counsel for the Union of his intent to seek to withdraw paragraph 8(a) in this filing, and neither counsel submitted any objection. Further, in light of the withdrawal of paragraph 8(a) of the Amended Consolidated Complaint, the General Counsel no longer seeks a reading of the Notice as a remedy as requested on page 6 of the Amended Consolidated Complaint.

behalf of Kaweah in Case 32-RC-191816. (Jt. Exh. 2).² On January 30, 2017, the Regional Director of Region 32 of the National Labor Relations Board (Regional Director) issued and served an Order Consolidating Cases and Rescheduling Hearing in Case 32-RC-191811 and related Case 32-RC-191816. (Jt. Exh.3).³ At the pre-election hearing, Kaweah submitted evidence and argued that the petitioned-for unit of LVNs was not an appropriate unit because all of its LVNs possessed statutory supervisory authority. (Paragraph 5, Jt. Stipulation). On March 23, 2017, the Regional Director issued a Decision and Direction of Election (DDE) in Case 32-RC-191811, in which the Regional Director rejected Kaweah's argument and concluded that the LVNs lacked supervisory authority. (Jt. Exh. 4).

In this regard, the Regional Director found that the following unit constitutes an appropriate unit for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act (herein called the LVN Unit):

All full-time and regular part-time Licensed Vocational Nurses employed by Respondent at its facility located at 3710 W. Tulare Avenue, Visalia, CA; excluding Certified Nursing Assistants, Restorative Nursing Assistants, Activity Assistants, Dietary Employees, Housekeeping employees, Laundry employees, confidential employees, office clerical employees, guards and supervisors as defined by the Act. (Jt. Stipulation, Paragraph 5, and Jt. Ex. 4).

² Joint Exhibit 2 appears to have been inadvertently omitted from the Joint Motion filed with the Board on March 9, 2018. Counsel for the General Counsel has accordingly attached a copy of Joint Exhibit 2 to the instant brief.

³ The Union also filed a petition in Case 32-RC-191816 seeking to represent Kaweah's certified nursing assistants (CNA's), restorative nursing assistants (RNA's), activities assistants, dietary employees, housekeeping employees, and laundry employees on the same day that it filed the petition in Case 32-RC-191811 seeking to represent Kaweah's LVNs. For purposes of efficiency, the Regional Director consolidated the cases for hearing but they otherwise were processed separately. The petitioned-for unit in Case 32-RC-191816 is not at issue in the instant case as the Regional Director ultimately approved the withdrawal of the petition in 32-RC-191816 on September 7, 2017. (Jt. Stipulation, Paragraph 3, fn. 1).

Kaweah did not file a request for review of the Regional Director's March 23, 2017 Decision and Direction of Election in Case 32-RC-191811. (Paragraph 6, Jt. Stipulation).

B. The Union Prevails in the Election

Pursuant to the DDE, on April 5, 2017, a secret ballot election was held and a majority of LVNs voted in favor of the Union. The Tally of Ballots shows that of approximately 18 eligible voters, 9 cast ballots for the Union, 4 votes were cast against the Union, and there were no challenged ballots. (Jt. Exh. 5) Kaweah did not file any objections to the conduct of the election and/or to conduct affecting the results of the election in Case 32-RC-191811, and neither did the Union. (Jt. Stipulation, Paragraph 8).

C. The Certification of the Union

On April 13, 2017, the Regional Director issued a Certification of Representative in Case 32-RC-191811 in which the Union was certified as the exclusive collective-bargaining representative of the LVN Unit employed by Kaweah based on Section 9(a) of the Act. (Jt. Exh. 6). Ronald J. Holland, formerly of the law firm DLA Piper LLP (US) and currently of the law firm McDermott, Will & Emery LLP, counsel for Respondent in the present proceeding, served as counsel for Kaweah at all times during the processing of the petition in Case 32-RC-191811 and, as such, constituted an agent of Kaweah within the meaning of Section 2(13) of the Act for the purposes of his representation of Kaweah in Case 32-RC-191811. (Jt. Stipulation, Paragraph 10).

D. The Union's Initial Request for Bargaining with Kaweah

On or about May 3, 2017, by letter, the Union requested that Kaweah bargain collectively with the Union as the exclusive collective-bargaining representative of the LVN Unit regarding an initial collective-bargaining agreement. (Jt. Ex. 7). Kaweah did not respond to the May 3, 2017 letter or affirmatively communicate to the Union that it refused to bargain with the Union or that it was willing to bargain with the Union. (Jt. Stipulation, Paragraph 12).

E. The Transition from Predecessor Kaweah to Successor Dycora

About July 15, 2017, Kaweah ceased doing business and Respondent Dycora began operations at the same facility, employing as a majority of its employees individuals who were previously employed by Kaweah. (Jt. Stipulation, Paragraph 13). Respondent has also employed as a majority of its LVNs individuals who were previously employed by Kaweah as LVNs. Substantial continuity exists as between Respondent's and Kaweah's operations at Respondent's Visalia, California facility and the operations of the facility have been fundamentally the same before and after July 15, 2017. (Jt. Stipulation, Paragraph 13). Respondent admits that it is a *Burns* successor to Kaweah. (Jt. Stipulation, Paragraph 27).

F. The Union's Requests to Bargain with Respondent

On August 28, 2017, orally and by letter, and again on September 8, 2017 by email, the Union requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the LVN Unit regarding a first contract for the LVN Unit. (Jt. Exhs. 8 and 9). Respondent received the Union's August 28, 2017 and September 8, 2017 requests to bargain. (Jt. Stipulation, Paragraph 14(b)).

G. Respondent's Failure and Refusal to Recognize and Bargain with the Union

Since on or about September 12, 2017, Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the LVN Unit. (Jt. Stipulation, Paragraph 14(c)). By email dated September 12, 2017, Respondent, through its attorney and agent, informed the Union that it declined to engage in bargaining with the Union and intended to contest the Board's certification of the Union as the exclusive collective-bargaining representative of the LVN Unit. (Jt. Exh. 10).

H. The Union's Request for Presumptively Relevant Information

On August 28, 2017, in writing, the Union requested that Respondent provide it with the following information (RFI):

- 1) RFI No. 1: " For each actively employed bargaining unit employee:
 - (a) Name;
 - (b) Job Classification;
 - (c) Job classification code;
 - (d) Hourly Base Wage Rate;
 - (e) Date of Hire;
 - (f) Seniority Date;
 - (g) Date of Birth;
 - (h) Department;
 - (i) Status (Regular Full-Time; Regular Part-Time; Limited Part-Time; Casual; Temporary Supplemental; With or Without Benefits);
 - (j) Shift (Days; Evenings; Nights; or Varied);
 - (k) Gender;
 - (l) Home Telephone Number;
 - (m) Home Address;
 - (n) Phone Number;
 - (o) Email Address; and

- (p) Employee ID Number, Social Security Number or other unique identifier.”
- 2) RFI No. 2: “Total hours and total payroll for the bargaining unit for each of the past three years.”
- 3) RFI No. 3: “All Handbooks and/or Policy Manuals.”
- 4) RFI No. 4: “For all Retirement Plans Covering Bargaining Unit Employees:
 - (a) Copy of Current Plan Document and Summary Plan Description;
 - (b) Actuarial Valuation, DOL Form 5500, Audited Financial Statement and Trustees’ Report for the Three Most Recent Years.” (Jt. Stipulation, Paragraph 15(a)).

Respondent received the Union’s August 28, 2017 request for information. Since August 28, 2017, Respondent has failed and refused to provide the Union with the above requested information. (Jt. Stipulation, Paragraphs 15(b) and (c)). In their Joint Motion, the parties agreed that if the Union is ultimately found to be the exclusive collective-bargaining representative of the LVN Unit, Respondent would have been required to respond in good faith to the Union’s request for information as set forth above. (Jt. Stipulation, Paragraph 14(d)). In this regard, Respondent Dycora did not assert to the Union at any time that any of the information sought by the Union herein was not relevant to or necessary for the Union’s performance of its duties as the exclusive collective-bargaining representative of the LVN Unit. (Id.)

I. The Parties Have Stipulated that Dycora Constitutes a *Burns* Successor to Kaweah at the Visalia, California Facility

The parties stipulated in their Joint Motion that based on its operations described therein, since about July 15, 2017, Respondent has continued the employing entity and is

a. *Burns* successor to Kaweah within the meaning of *NLRB v. Burns International Security Services, Inc.*, 406 U.S. 272 (1972). (Jt. Stipulation, Paragraph 27).⁴

III. ARGUMENT

A. Respondent Has No Greater Rights than Predecessor Kaweah and Therefore Cannot Now Challenge the Union's Certification on Grounds the Predecessor Could Have Raised in the Representation Case

Respondent has violated Section 8(a)(5) of the Act by failing and refusing to bargain with the Union and to provide the Union with the relevant information it requested. Respondent admits to this conduct and its only defense is that it is contesting the validity of the certification of the LVN Unit. However, as set forth more fully below, Respondent has no basis for challenging the Regional Director's determination in the underlying representation case that the LVNs lack statutory supervisory authority in this unfair labor practice proceeding. Under longstanding Board law, an employer is precluded from litigating in unfair labor practice proceedings any representation issues that were or could have been raised in the prior representation proceedings. See e.g., *Pittsburgh Plate Glass*, 313 U.S. 146, 162 (1941). Here, Respondent does not claim to possess any newly discovered and previously unavailable evidence or allege any special circumstances which would provide any basis for the Board to reexamine the decision made in the representation proceeding. *Id.* at 162. Nor does Respondent assert that there is any difference in LVN duties or working conditions as between Kaweah and

⁴ Ronald J. Holland formerly of the law firm DLA Piper LLP (US) and currently of the law firm McDermott, Will & Emery LLP has served as counsel for Respondent at all times during the investigation and processing of the unfair labor practice charges against Respondent in Cases 32-CA-206624 and 32-CA-210419 and, as such, constitutes an agent of Respondent within the meaning of Section 2(13) of the Act for the purposes of his representation of Respondent relating to the investigation and processing of the unfair labor practice charges against Respondent in Cases 32-CA-206624 and 32-CA-210419. (Jt. Stipulation, Paragraph 26).

Respondent. Accordingly, Respondent cannot litigate the issue of the LVNs supervisory status in this proceeding and it has unlawfully failed and refused to bargain with the Union. See *New Jersey Manufacturing Extension Program, Inc.*, 337 NLRB 1256 n. 1 (2002); *Master Apparel Corp.*, 316 NLRB 313 n. 1 (1995).

Respondent's Answer does not raise any bona fide issues of fact but rather denies the legal conclusions to be drawn from the factual allegations set forth in the Amended Consolidated Complaint and admitted in Respondent's Answer thereto. Each factual allegation in the Amended Consolidated Complaint is either directly admitted in Respondent's Answer or is established by Joint Stipulations of Fact and/or the exhibits to the Joint Motion. Thus, Respondent concedes that it has refused and is refusing to recognize and bargain with the Union, and Respondent's affirmative defenses in its Answer make clear that Respondent is merely challenging the Regional Director's findings concerning the appropriate unit, an issue which, as noted above, is not properly litigable in this unfair labor practice proceeding. *Terrace Gardens Plaza, Inc.*, 315 NLRB 749 (1994). See also *New Jersey Manufacturing Extension Program, Inc.*, 337 NLRB 1256 (2002) (employer that failed to file request for review of Regional Director's determination regarding managerial status of employees precluded from raising issue of managerial status in unfair labor practice proceeding). Indeed, as in *New Jersey Manufacturing*, because Kaweah, the predecessor, did not file a request for review and thereby exhaust its administrative remedies in the representation proceeding, Section 102.67(f) of the Board's Rules and Regulations precludes Respondent from raising the issue of the appropriateness of the LVN Unit in this unfair labor practice proceeding before the Board. See also *Master Apparel Corporation*, 316 NLRB 313 n. 1 (1995);

NLRB v. Louisiana Industries, Inc., 414 F.2d 227 (5th Cir. 1969); *Lutheran Home at Moorestown*, 334 NLRB 340 (2001) (employer barred from relitigating supervisory status of registered nurses and licensed practical nurses in accordance with Section 102.67(f) of the Board's Rules and Regulations after not filing request for review or election objections); *Dyncorp/Dynair Services*, 322 NLRB 602 (1996) (by failing to file request for review of Regional Director's decision finding nurses not to be supervisors, employer failed to exhaust its administrative remedies and was precluded from raising the issue).

These well-settled principles apply equally in successor situations. For example, in *Pepsi-Cola Bottling Company of Columbus*, 267 NLRB No. 171 (1983),⁵ the union filed a petition which included account managers and sales trainers who predecessor employer Mid-South Beverages contended were Section 2(11) supervisors. The Regional Director issued a Decision and Direction of Election finding these classifications are not supervisory. Predecessor Mid-South filed a request for review but the election went forward and the union narrowly prevailed. After the Regional Director certified the unit, the Board denied the request for review. The predecessor then refused to bargain because it still believed the unit was inappropriate due to its inclusion of Section 2(11) supervisors and because the successor would soon be succeeding the predecessor anyway. Then, after certification but before the Board denial of the predecessor's request for review, the successor refused the union's request to bargain "because the certified unit is inappropriate as it contains supervisory personnel." 267 NLRB No. 171, slip op. at 5. On these facts, the Board granted summary judgment in favor of the General Counsel,

⁵ *Pepsi Cola Bottling Company of Columbus* is not in the bound published volume 267 of Board decisions.

finding no newly discovered or previously unavailable evidence or special circumstances that would allow the successor to relitigate issues which were or could have been litigated by the predecessor in the representation proceeding.⁶ See also *Royal Midtown Chrysler Plymouth, Inc.*, 296 NLRB 1039, 1041 n. 10 (1989) (once union establishes majority status in election, unless and until the Board determines election results are invalid because of objectionable conduct, the union's status as chosen representative of the employees is not affected by a change in identity of the employees' employer, the union's majority status remains constant from the date it was established in the election throughout the resolution of the question concerning representation in the union's favor; and the certification of the union that follows is binding whether the employer then is the predecessor or successor); *Dynamic Machine Company*, 221 NLRB 1140, 1142 (1975) (bargaining obligation that arises out of certification of representative is not an obligation an employer has an option to assume or decline to assume as part of purchase agreement, but rather is an obligation imposed by federal law which is unaffected by the private agreements between a successor and its predecessor).

In short, the bargaining obligation has existed since the date of certification and remains unaffected by the transition from Kaweah to Respondent. As such, Respondent is barred from challenging the Union's certification because its predecessor Kaweah

⁶ The *Pepsi-Cola Bottling Company of Columbus* case is discussed (although incorrectly cited) in *S&F Market Street Healthcare LLC d/b/a Windsor Convalescent Center of North Long Beach*, 351 NLRB 975, 978 n. 18 (2007). *S&F Market Street Healthcare* supports the General Counsel's position in the instant case because in that case the successor employer had the argument that it had changed the duties of the LVNs from how they had been under the predecessor and had rendered the duties more supervisory, although the Board found even this did not rise to the level of special circumstances. *A fortiori* no special circumstances are established in the instant case where the parties have stipulated that there are no differences in working conditions and duties as between the predecessor Kaweah LVNs and the successor Dycora LVNs.

failed to exhaust administrative remedies. If Respondent steps into the shoes of Kaweah in order to test certification, as it contends, then it has no greater rights than Kaweah. As discussed in detail in *KSL DC Management, LLC d/b/a Hotel del Coronado*, 345 NLRB 306, 307 (2005), a successor employer stands in the shoes of its predecessor and may not defend against an allegation that it is unlawfully refusing to recognize and bargain with a certified union by alleging matters that its predecessor could have raised in a prior representation proceeding, absent special circumstances. See *Eastern Connecticut Health Services, Inc. d/b/a New London Convalescent Home*, 274 NLRB 1442 (1985) (barring successor from challenging certification on grounds that predecessor raised or could have raised in prior representation case); *Boyce Wallace and Louise M. Wallace t/a Investment Building Cafeteria*, 120 NLRB 38, 43 (1958) (successor purchaser succeeds only to the interests and rights that predecessor had; since predecessor did not file objections to election after receiving tally of ballots, successor purchaser is in no better position than predecessor and cannot now assert a right which predecessor had but did not see fit to use). There is simply no contention that any special circumstances exist in this case. *Hotel del Coronado* and the cases on which it relies make clear that the mere fact that the successor respondent was not a party to the original Board representation proceeding does not constitute a special circumstance that would permit the successor respondent to challenge the certification. 345 NLRB at 307.⁷

⁷ This principle should hold especially true in a case like the present one where the same attorney represented both the predecessor and the successor.

B. As a Successor, Respondent Violated the Act by Refusing to Provide Relevant Information

The undisputed evidence permits the Board to find that Respondent has unlawfully failed and refused to provide information requested by the Union that is relevant and necessary to the Union's ability to represent the LVN Unit. Respondent admits it refused to provide the requested information and did not raise any defense other than asserting that the bargaining unit was not properly certified. There is no dispute that the Union sought bargaining unit information that is presumptively relevant. See *International Protective Services*, 339 NLRB 701 (2003); *Hofstra University*, 324 NLRB 557 (1997); *Dyncorp/Dynair Services, Inc.*, 322 NLRB 602 (1996). Where an employer raises no defense other than its contention that a union was improperly certified, the employer has not rebutted the presumptive relevance of the information and must furnish it upon request. *Anheuser Busch, LLC*, 365 NLRB No. 123, slip op. at 2 (2017); *Orni 8, LLC and Orpuna, LLC d/b/a Puna Geothermal Venture*, 362 NLRB No. 133, slip op. at 2 (2015). Such is plainly the case here.

C. A Mar-Jac Remedy is Necessary to Restore the Status Quo Ante

To ensure that employees are accorded the services of their selected bargaining agent for a period covered by the law, the Board construes the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962); *Lamar Hotel*, 140 NLRB 226, 229 (1962), enf'd, 328 F.2d 600 (5th Cir. 1964), cert denied, 379 U.S. 817 (1964); *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), enf'd, 350 F.2d 57 (10th Cir. 1965). See e.g. *2850 Grand Island Boulevard Operating Co., LLC*, 365 NLRB No. 110 (July 21,

2017) (Board orders *Mar-Jac* remedy upon finding that employer's refusal to bargain with the certified union was in violation of Section 8(a)(5) of the Act despite employer's contention the unit was inappropriate because it included supervisors, since those issues were or could have been litigated in the prior representation proceeding.) The Board also recognizes that such a remedy is warranted where an employer's refusal to bargain with a newly certified union during part or all of the year immediately following certification deprives the union of the opportunity to bargain during the time of the union's greatest strength. *Northwest Graphics, Inc.*, 342 NLRB 1288, 1289 (2004), enf'd, 156 Fed.Appx. 331 (D.C. Cir. 2005). Here, unit employees have been deprived of any representation for more than a year, as the unit was certified on March 23, 2017. In these circumstances, the certification year should be extended from the time Respondent begins bargaining in good-faith with the Union. Otherwise, Respondent will be allowed to unduly benefit during first-contract bargaining from the message that the Union is ineffective. See *Norelli v. HTH Corp.*, 699 F. Supp. 2d 1176, 1201 (D. Haw. 2010) (noting that Section 8(a)(5) violations "send the message to the employees that their union is ineffectual, impotent, and unable to effectively represent them"); see also, *Frankl v. HTH Corp.*, 650 F.3d 1334 (9th Cir. 2011), cert denied, 566 U.S. 904 (2012).

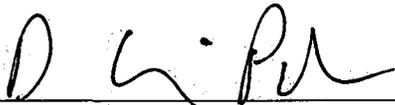
IV. CONCLUSION

Based on the entire record, there is overwhelming evidence to find that Respondent has violated Section 8(a)(5) of the Act by failing to recognize and bargain with the Union as the exclusive bargaining representative of the LVN Unit, and by failing and refusing to provide the Union with relevant information it requested, as alleged, respectively, in paragraphs 8(b) and 9 of the Amended Consolidated Complaint that

issued in this matter on February 12, 2018. In addition to the traditional cease and desist remedy, the Board's order should also include an affirmative order that Respondent recognize and bargain with the Union in good faith and, if an understanding is reached, to embody the understanding in a signed agreement, and to construe the initial period of the certification as beginning on the date that Respondent begins to bargain in good faith with the Union, in accordance with *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962).⁸

Respectfully submitted this 24th day of May, 2018.

COUNSEL FOR THE GENERAL COUNSEL



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⁸ Attached herein as Attachment A is a proposed Board Notice.

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

KAWEAH MANOR, INC. d/b/a KAWEAH MANOR
CONVALESCENT HOSPITAL,

and
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL
2015

CASE 32-RC-191816

REGIONAL DIRECTOR

EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF _____
KAWEAH MANOR, INC. d/b/a KAWEAH MANOR CONVALESCENT HOSPITAL

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

REPRESENTATIVE IS AN ATTORNEY

IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.

(REPRESENTATIVE INFORMATION)

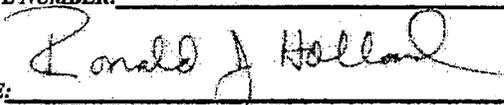
NAME: Ronald J. Holland and Ellen M. Bronchetti

MAILING ADDRESS: DLA Piper LLP (US), 555 Mission Street, Suite 2400, San Francisco, CA 94105

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OFFICE TELEPHONE NUMBER: (415) 836-2500

CELL PHONE NUMBER: (415) 999-4833; (415) 350-6388 FAX: (415) 836-2501

SIGNATURE: 

DATE: January 27, 2017

¹ IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

JOINT EXHIBIT 2

(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.

Services Employees International Union Local 2015 ("the Union") is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit ("the LVN Unit"):

All full-time and regular part-time Licensed Vocational Nurses employed by us at our facility located at 3710 W. Tulare Avenue, Visalia, CA; excluding Certified Nursing Assistants, Restorative Nursing Assistants, Activities Assistants, Dietary employees, Housekeeping employees, Laundry employees, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

WE WILL NOT fail or refuse to recognize the Union as the exclusive collective-bargaining representative of the employees in the LVN Unit or to bargain in good faith with the Union for a collective-bargaining agreement covering employees in the LVN Unit.

WE WILL NOT refuse 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 furthermore recognize the Union as the exclusive collective-bargaining representative of the employees in the LVN Unit and **WE WILL**, within 15 days of the Union's request, bargain at reasonable times and places and in good faith with the Union as the exclusive bargaining representative of the employees in the LVN Unit with respect to wages, hours, and other terms and conditions of employment until a full agreement or a bona fide impasse is reached, and if an understanding is reached, embody the understanding in a written agreement.

WE WILL provide the Union with the information it requested on August 28, 2017, regarding bargaining unit employees' personnel data, working conditions, and benefits.

**Dycora Transitional Health & Living d/b/a Kaweah
Manor**

(Employer)

Attachment A

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.nlr.gov.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510)637-3300
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 OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 32

**DYCOR TRANSITIONAL HEALTH & LIVING d/b/a
KAWEAH MANOR**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 2015**

**Cases 32-CA-206624
32-CA-210419**

Date: May 24, 2018

**AFFIDAVIT OF SERVICE OF COUNSEL FOR THE GENERAL COUNSEL'S
BRIEF TO THE BOARD**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the persons at the addresses and in the manner indicated below. Persons listed below under "E-Service" have voluntarily consented to receive service electronically, and such service has been effected on the same date indicated above.

Ronald J. Holland, Esq.
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Menlo Park, CA 94025-4004
VIA EMAIL: rjholland@mwe.com

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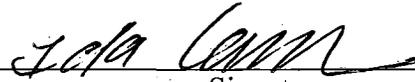
Office of the Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001
VIA E-FILE

May 24, 2018

Date

Ida Lam, Designated Agent of NLRB

Name


Signature