

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**ARNOLD WALTER NURSING AND
REHABILITATION CENTER**

and

**Cases: 22-CA-180557
22-CA-186982**

**1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST**

**GENERAL COUNSEL’S S MOTION TO FILE DEFAULT JUDGEMNT BEYOND THE
TIME PRESCRIBED BY THE BOARD’S RULES AND REGULATONS**

Counsel for the General Counsel, based on the facts set forth below and the attached documents, moves, pursuant to Section 102.2(d) (Time requirements for filings with the Agency) of the National Labor Relations Board’s Rules and Regulations (“the Board’s Rules”), that the National Labor Relations Board (“the Board”) grant General Counsel’s request to file its July 11, 2018 renewed Motion for Default Judgment (“renewed Motion for Default Judgment”) beyond the time prescribed by the Board’s Rules and Regulations and outside the 14-day filing period allowed by the Board in its June 29, 2018 Decision and Order.¹

On December 29, 2016 the Acting Regional Director of Region 22 of the National Labor Relations Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (“December 29, 2016 Complaint”) in the above referenced matter alleging that Respondent violated Sections 8(a)(1) and (5) of the National Label Relations Act (“Act”). On March 3, 2017 the Regional Director approved a bi-lateral informal settlement agreement (“informal settlement agreement”) settling all of the allegations in the December 29, 2016 Complaint

On February 15, 2018 the General Counsel issued a Reissued Order Consolidating Cases and Consolidated Complaint (February 15, 2018 Reissued Complaint”) and on February 16, 2018 filed with the Board a Motion for Default Judgment alleging that Respondent failed to comply with the March 3, 2017 informal settlement agreement.

¹ *Arnold Walter Nursing and Rehabilitation Center*, 366 NLRB No. 120 (2018).

On June 29, 2018 the Board issued a Decision and Order denying the General Counsel's Motion for Default Judgment.² The Board denied the General Counsel's Motion for Default Judgment because the February 15, 2018 Reissued Complaint differed materially from the December 29, 2016 Complaint. The Board order granted the General Counsel 14 days from the date of its Decision and Order to renew its Motion for Default Judgment.

On July 11, 2018, the Regional Director of Region 22 issued a Reissued Order Consolidating Cases and Consolidated Complaint and, on the same day, in accordance with the June 29, 2018 Board Order, the General Counsel attempted to electronically file a renewed Motion for Default Judgment. However, when attempting to file the renewed Motion for Default Judgment, the General Counsel inadvertently failed to select "finish e-filing" on the "Review" page of the Board's e-filing system. This error resulted in a failure to properly file with the Board the renewed Motion for Default Judgment.³

Subsequently, the General Counsel, acting under the mistaken belief that the renewed Motion for Default Judgment had been properly filed with the Board on July 11, 2018, served the parties to this matter with copies of the renewed Motion for Default Judgment via email.

In reliance on the General Counsel's representation that the renewed Motion for Default Judgment had been properly filed with the Board, on July 17, 2018 Respondent filed its opposition to the General Counsel's July 11, 2018 Motion for Default Judgment.

Counsel for the General Counsel did not discover until July 19, 2018 that his July 11, 2018 renewed Motion for Default Judgment had not been filed.

WHEREFORE, Counsel for the General Counsel respectfully states that his failure to file the renewed Motion for Default Judgment within the 14-day time frame allowed by the Board in its June 29, 2018 Order was an unintentional mistake and respectfully prays the Board grant his request to late file the July 11, 2018 renewed Motion for Default Judgment. In this regard, allowing the late filing of the July 11, 2018 Motion for Default Judgment will not prejudice Respondent, as this Motion for Default Judgment is unchanged from the one served by Counsel for the General Counsel on Respondent on July 11, 2018 and to which Respondent has

² 366 NLRB No. 120 (2018).

³ In accordance with the requirements of Section 102.2(d) of the Board's rules, attached hereto is the affidavit of Eric Sposito, Counsel for the General Counsel, which sets forth the specific facts and circumstances that resulted in the inadvertent error.

already filed its response on July 17, 2018. Counsel for the General Counsel respectfully asserts that the only ones who would be prejudiced if this request to late file is not granted are Respondent's employees who will be denied the benefits of the Informal Settlement Agreement at issue herein (Informal Settlement Agreement attached to Motion for Default Judgment).

For all of the foregoing, Counsel for the General Counsel respectfully prays the Board grant this Request for Leave to File the renewed Motion for Default Judgment outside of the 14-day filing period allowed by the Board.⁴ The renewed Motion for Default Judgment is attached hereto.

Dated at Newark, New Jersey this 25th day of July, 2018

/s/ Eric B. Sposito
Eric B. Sposito
Field Attorney
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, NJ 07102
Tel: (862) 229-7065
Cell: (202) 322-2633
Fax: (973) 645-3852
Email: eric.sposito@nlrb.gov

Attachments

⁴ 366 NLRB No. 120.

CERTIFICATE OF SERVICE

I hereby certify that a copy of Counsel for the General Counsel's Motion for Default Judgment in Cases 22-CA-180557 and 22-CA-186982 was served on the following Parties on this 25th day of July, 2018 as follows:

VIA CERTIFIED MAIL and ELECTRONIC MAIL

David Jasinski, Esq.
60 Park Place, Suite 8
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djasinski@jplawfirm.com

William S. Massey, Esq.
Katherine H. Hansen, Esq.
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VIA REGULAR MAIL

Ben Schachter
Arnold Walter Nursing and Rehabilitation Center
622 South Laurel Avenue
Hazlet, NJ 07730

1199 SEIU United Healthcare Workers East
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Iselin, NJ 08830

/s/ Eric B. Sposito
Eric B. Sposito
Counsel for the General Counsel
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102

ARNOLD WALTER NURSING AND
REHABILITATION CENTER

And

Cases: 22-CA-180557
22-CA-186982

1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST

AFFIDAVIT OF ERIC B. SPOSITO

I, Eric B. Sposito, declare as follows:

1. I am an attorney for Region 22 of the National Labor Relations Board in Newark, New Jersey since May, 2011 and am Counsel for the General Counsel in regard to the above-referenced matter.

2. I was assigned to draft and file General Counsel's Motion for Default Judgment in accordance with the Board's June 29, 2018 determination that the General Counsel had until July 13, 2018 to renew its Motion for Default Judgment in the above-referenced matter.

3. On July 11, 2018, I accessed the National Labor Relations Board web site at <https://www.nlr.gov> and selected the "E-File Case Documents" link on the Board's web site.

4. I was directed to the "Welcome to the NLRB E-File" page. I accepted the Board's E-File Terms and Conditions.

5. I was directed to the "Contact Information" page. I entered my name, e-mail addresses, Region 22 address, my phone and office facsimile numbers, and clicked "Next".

6. I was directed to the "Case Info" page. I entered the case number 22-CA-186982. I clicked "Search", selected "Counsel for the GC/Region" and selected "Office of the Executive Secretary/Board" as the office for filing. I clicked "Yes", indicating that the correct case is selected.

7. I was directed to the "Upload Document" page. I selected "Motion" and then "Motion for Default Judgment" and then "Motion for Default Judgment"

8. On the next page I selected "Choose File".

9. I was directed to a file selection dialog box. I selected the Region 22 July 11, 2018 Motion for Default Judgment in the above-referenced matter and clicked open.

10. I was directed to the "Upload Documents" page and clicked "Upload".

11. On the "Do you want to upload more documents in this case?" pop-up screen I selected "No".

12. I was directed to the “Review” page. Believing, however, that I had reached the “Confirmation” page, I selected “Print” on the top right side of the page and closed the web browser. A copy of the “Review” page is attached hereto as Exhibit “A”.

13. Believing that I had reached the “Confirmation” page, I inadvertently neglected to select “Finish E-Filing” on the bottom left portion of the “Review” page and exited the web browser.

14. Believing that the Motion for Default Judgment was properly filed with the Board, I served copies on Respondent’s counsel and the Charging Party’s counsel via email and registered mail and served copies upon Respondent and the Charging Party via regular mail. A copy of the e-mail is attached hereto as Exhibit “B”.

15. On July 19, 2018 Counsel for the General learned that the Motion for Default Judgment had not been filed with the Board on July 11, 2018.

16. Granting this Motion to late-file the Motion for Default Judgment will not prejudice Respondent because the Motion for Default Judgment General Counsel seeks to late file is unchanged from the version that on July 11, 2018 was inadvertently not filed with the Board and is unchanged from the version that on July 11, 2018 was served on the parties to the instant matter.

17. Counsel for the General Counsel respectfully states that his failure to file the renewed Motion for Default Judgment within the 14-day time frame allowed by the Board in its June 29, 2018 decision was an unintentional mistake and respectfully prays the Board grant this request to now late file the July 11, 2018 renewed Motion for Default Judgment.

I declare under the penalty of perjury of the laws of the United States of America that the foregoing is true and correct. Executed this 25th day of July, 2018.

/s/ Eric B. Sposito
Eric B. Sposito
Field Attorney
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Region 22
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862-229-7065

Exhibit A

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Home (http://www.nlr.gov/) » E-File (efileterm.aspx?app=chargeandpetition) » Review

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Review

This is not a receipt. To complete the E-Filing process you must confirm the following information and click "Finish E-Filing." You will then see a confirmation page and you will receive an acknowledgement by E-Mail.

Be sure to make a note of the Confirmation Number that will appear on the next page.

Please confirm that the following information is accurate

Case Info

Case Number: 22-CA-186982
Case Name: Arnold Walter Nursing & Rehabilitation Center
Filing Party: Counsel for GC / Region
Submit E-File To: Office of Executive Secretary/Board

Contact Info

Eric B Sposito
20 Washington Place
Newark, NJ 07102
(202) 322-2633
eric.sposito@nlrb.gov
Additional Emails: ericsposito1@gmail.com

Attachments:

x (eFileDeleteDoc.aspx?cid=1000220424&aid=496069) Motion for Default Judgment - Arnold Walter Motion for Default Judgment.pdf

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Accessibility No Fear Act USA.gov PDF Viewer Download App

Exhibit B

Sposito, Eric B.

From: Sposito, Eric B.
Sent: Wednesday, July 11, 2018 1:43 PM
To: David Jasinski; 'Christine Baggs'; 'wmassey@grmny.com'; 'Katy Hansen'
Subject: Arnold Walter 22-CA-180557; 22-CA-186982
Attachments: Arnold Walter Motion for Default Judgment.pdf

Counsel,

Please see the attached documents regarding the above-referenced matters that were filed with the Board today.

Thank you,

*Eric B. Sposito
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102
Office 862-229-7065
Cell 202-322-2633
Fax 973-645-3852*



NATIONAL LABOR
RELATIONS BOARD

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OFFICIAL GOVERNMENT BUSINESS**

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**ARNOLD WALTER NURSING AND
REHABILITATION CENTER**

and

**Cases: 22-CA-180557
22-CA-186982**

**1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST**

GENERAL COUNSEL’S MOTION FOR DEFAULT JUDGMENT

Counsel for the General Counsel, based on the facts set forth below and the attached documents, moves, pursuant to Section 102.24 and 102.50 of the National Labor Relations Board’s Rules and Regulations (“the Board’s Rules”), that the National Labor Relations Board (“the Board”) issue a Decision and Order, containing findings of fact and conclusions of law in accordance with the Section 8(a)(1) and (5) allegations of the Reissued Order Consolidating Cases and Consolidated Complaint in the above-captioned cases, (“Reissued Consolidated Complaint”), attached hereto as Exhibit 1, and ordering Arnold Walter Nursing and Rehabilitation Center (“Respondent”) to fully remedy the unfair labor practices found and granting such other further relief as may be proper in the circumstances.

In support of this Motion, Counsel for the General Counsel shows and alleges that:

1. (a) On July 19, 2016, 1199 Service Employees International Union, United Healthcare Workers East (“Charging Party”) filed charge 22-CA-180557, a copy of which is attached hereto as Exhibit 2, alleging that Respondent engaged in certain unfair labor practices

affecting commerce as set forth and defined in the National Labor Relations Act, 29 U.S.C. Section 151 et seq. (“the Act”).

(b) On October 25, 2016, the Charging Party filed charge 22-CA-186982, a copy of which is attached hereto as Exhibit 3, alleging that Respondent engaged in certain unfair labor practices affecting commerce as set forth and defined in the Act.

2. Upon the charges described above in paragraphs 1(a) and 1(b), on December 29, 2016, the Regional Director of Region 22 of the National Labor Relations Board (“Regional Director”), pursuant to Section 10(b) of the Act and Sections 102.15 of the Board’s Rules, issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (“Consolidated Complaint”), a copy of which is attached hereto as Exhibit 4. On January 12, 2017, Respondent filed with the Regional Director its Answer to the Consolidated Complaint, a copy of which is attached hereto as Exhibit 5.

3. On March 3, 2017, Regional Director David E. Leach, III, approved a bilateral informal Settlement Agreement and Notice to Employees (“Settlement Agreement”), a copy of which is attached hereto and marked as Exhibit 6, as a resolution of the allegations in the charges.

4. The Settlement Agreement referenced above in paragraph 3 contains a provision entitled “Performance”, requiring immediate compliance with the Settlement agreement’s terms, and the following provision addressing the event of Respondent’s non-compliance with the terms of the Settlement Agreement:

Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of

notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on December 29, 2016 in the instant cases. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board is whether it defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

5. On July 20, 2017, the Regional Compliance Officer, by letter, notified Respondent that by not providing the Charging Party with requested information and by not bargaining in good faith with the Charging Party as detailed in the Settlement Agreement, Respondent was in non-compliance with the Settlement Agreement referenced above in paragraph 3. A copy of that letter is attached hereto as Exhibit 7.

6. Pursuant to the July 20, 2017 letter referenced above in paragraph 5, the Regional Compliance Officer advised Respondent that unless full compliance with the Settlement Agreement was achieved immediately, the Regional Director would revoke the Settlement Agreement and reissue the Consolidated Complaint.

7. Pursuant to the performance provision of the March 3, 2017 Settlement Agreement referred to above in paragraph 4, on July 11, 2018, the General Counsel, by the Regional Director, reissued the Consolidated Complaint, referred to above as the Reissued

Consolidated Complaint, based upon the allegations as set forth in the parties Settlement Agreement.

8. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, Respondent will not contest the validity of the allegations made in the Consolidated Complaint/Reissued Consolidated Complaint. The Settlement Agreement unequivocally sets forth that the only issue Respondent may raise before the Board is whether Respondent had defaulted on the terms of the Settlement Agreement. The Board has explicitly approved such a provision and found it enforceable. *Insulated Maintenance & Contracting, LLC.*, 357 NLRB No. 50 (2011); *Chicago Parking Company*, 356 NLRB No. 72 (2011). Respondent is being afforded the opportunity to raise before the Board any issues with respect to its default.

9. As referenced above in paragraph 4, the Settlement Agreement provides that in the event of non-compliance, the Board may issue an order providing a full remedy for the violations found as is appropriate to remedy such violations so that a U.S. Court of Appeals Judgment may be entered enforcing the Board order. As a result of Respondent's default, the General Counsel seeks such an Order requiring Respondent to fulfill all of its undertakings in the March 3, 2017 Settlement Agreement.

In view of the forgoing, the General Counsel respectfully moves the Board.

A. Find that Respondent's Answer to the Consolidated Complaint be considered withdrawn pursuant to the terms of the March 3, 2017 Settlement Agreement; that Respondent has waived its right to file an answer to the Reissued Consolidated Complaint under the terms of the March 3, 2017 Settlement Agreement; that all allegations of the Reissued Consolidated Complaint be deemed to be true; and that no

hearing is necessary regarding the allegations in the Reissued Consolidated Complaint.

B. Find that Respondent violated Sections 8(a)(1) and (5) of the Act, as alleged in the Reissued Consolidated Complaint;

C. Issue a Decision and Order against Respondent containing findings of fact and conclusions of law based on, and in accordance with, the allegations of the Reissued Consolidated Complaint, and provide a full remedy for the unfair labor practices alleged.

Dated at New, New Jersey this 25th day of July, 2018.

Respectfully submitted

/s/ Eric B. Sposito

Eric B. Sposito
Counsel for the General Counsel
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102

Attachments

CERTIFICATE OF SERVICE

I hereby certify that a copy of Counsel for the General Counsel's Motion for Default Judgment in Cases 22-CA-180557 and 22-CA-186982 was served on the following Parties on this 25th day of July, 2018 as follows:

VIA CERTIFIED MAIL and ELECTRONIC MAIL

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Ben Schachter
Arnold Walter Nursing and Rehabilitation Center
622 South Laurel Avenue
Hazlet, NJ 07730

1199 SEIU United Healthcare Workers East
555 Route 1 South, 3rd Floor
Iselin, NJ 08830

/s/ Eric B. Sposito
Eric B. Sposito
Counsel for the General Counsel
National Labor Relations Board
Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102

Exhibit 1

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**ARNOLD WALTER NURSING AND
REHABILITATION CENTER**

and

**Cases: 22-CA-180557
22-CA-186982**

**1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST**

**REISSUED ORDER CONSOLIDATING CASES AND CONSOLIDATED
COMPLAINT**

Based upon charges filed by 1199 Service Employees International Union, United Healthcare Workers East (“the Union”) an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (“the Complaint”) issued on December 29, 2016 against Arnold Walter Nursing and Rehabilitation Center (“the Respondent”), alleging that it violated the National Labor Relations Act (“the Act”), 29 U.S.C. § 151 et seq. by engaging in unfair labor practices.

On March 3, 2017, a Settlement Agreement and Notice to Employees (“the Settlement Agreement”) in these cases was approved, a copy of which is attached as Appendix I, and pursuant to which Respondent agreed to take certain actions necessary to remedy the unfair labor practices alleged in the Complaint.

Respondent has failed to comply with all of the terms of the Settlement Agreement by failing to provide the Union with requested information as specified in the Settlement Agreement and in Appendix II, attached hereto, and by failing and refusing to bargain with the Union.

Accordingly, pursuant to the terms of the Settlement Agreement, Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the National Labor Relations Board

("Board"), the Order Consolidating Cases and Consolidated Complaint is reissued and alleges as follows:

1. (a) The charge in Case 22-CA-180557 was filed by the Union on July 19, 2016, and a copy was served on Respondent by U.S. mail on July 22, 2016.

(b) The charge in Case 22-CA-186982 was filed by the Union on October 25, 2016, and a copy was served on Respondent by U.S. mail on October 26, 2016.

2. (a) At all material times, Respondent, a New Jersey corporation with an office and place of business in Hazlet, New Jersey, and has been engaged in the operation of a nursing home and rehabilitation center providing inpatient medical care.

(b) In conducting its annual operations described above in subparagraph (a), Respondent derived gross revenue in excess of \$100,000.

(c) During the period of time described above in subparagraph (b), Respondent purchased and received goods valued in excess of \$5,000 directly from points outside the State of New Jersey.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

4. (a) At all material times, Ben Schachter has held the position of Respondent's Administrator and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, David F. Jasinski ("Jasinski") has held the position of Respondent's Chief Negotiator and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

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

All employees excluding registered nurses, office clerical employees, supervisors, watchmen and guards.

7. Since about June 2002, and at all material times, Respondent has recognized the Union as the exclusive collective bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from about March 1, 2012 to June 30, 2016.

8. At all times since June 2002, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

9. On March 29, 2016, the Union, by email, letter and facsimile, requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

10. About April 28, 2016, the Union, by email, letter and facsimile requested that Respondent furnish it with the information as described in Appendix II, attached hereto.

11. The information requested by the Union, as described above in paragraph 10 and in Appendix II attached hereto, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

12. On or about September 6, 2016, the Respondent, by U.S. Mail, partially responded to the Union’s April 28, 2016 request for information described above in paragraph 10 and in Appendix II, attached hereto.

13. By email dated November 3, 2016, the Union informed Respondent's agent Jasinski, that certain items of information requested in the Union's April 28, 2016 information request (Appendix II attached hereto), specifically items 1f, 2, 5 and 6 had not been provided by Respondent.

14. Since about April 28, 2016 to date, Respondent has failed and/or refused to furnish the Union with the information responsive to items 1f, 2, 5, and 6 of the Union's request for information described above in paragraph 10 and in Appendix II, attached hereto.

15. Since on or about April 28, 2016 until September 6, 2016, Respondent unreasonably delayed in furnishing the Union with the information requested by the Union in items 1a, 1b, 1c, 1d, 1e, 1g, 1h, 3, and 4 as described above in paragraph 10 and in Appendix II, attached hereto.

16. On or about September 7, 2016, Respondent met with the Union for the purposes of collective bargaining on behalf of the Unit.

17. Since about September 7, 2016 through and including December, 2016 the Union has by email requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

18. Since September 7, 2016, and continuing to date, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit by failing and refusing to schedule dates for bargaining.

19. In disposition of Case 22-CA-180557 and Case 22-CA-186982, Respondent and the Union entered into an informal Board settlement agreement, which was approved by the Regional Director of Region 22 on March 3, 2017.

20. Since about March 3, 2017 and continuously thereafter, Respondent has refused to fully comply with the settlement agreement described above in paragraph 19 by refusing to furnish and by delaying in furnishing the Union with the information described above in paragraphs 13, 14 and 15 of this Reissued Complaint.

21. Since about March 3, 2017, and continuing to date, Respondent has failed and refused to fully comply with the settlement agreement described above in paragraph 19 by refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees as described above in paragraph 18 of this Reissued Complaint.

22. By the conduct described above in paragraphs 14, 15 and 18, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

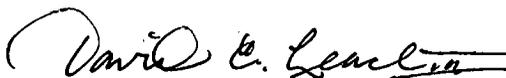
23. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

24. By the conduct described above in paragraphs 20, 21 and 22, Respondent has violated the terms of the informal Board settlement agreement described above in paragraph 19. Accordingly, the undersigned ORDERS, pursuant to Section 101.9(e) (2) of the Board's Rules and Regulations and Statement of Procedure, that the informal settlement agreement entered into in Case 22-CA-180557 and Case 22-CA-186982, is vacated and set aside.

ANSWER REQUIREMENT

The Respondent has waived its right to file an answer to the Consolidated Complaint. By the terms of the Settlement Agreement, the Respondent acknowledged that with its non-compliance with the terms of the Settlement Agreement, the allegations of the Consolidated Complaint will be deemed admitted and its Answer to the Consolidated Complaint will be considered withdrawn; that the General Counsel may file a motion for default judgment with the Board on the allegations of the Consolidated Complaint; and that the only issue that may be raised before the Board is whether the Respondent defaulted on the terms of the Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Consolidated Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Respondent on all issues raised by the Consolidated Complaint.

Dated: July 11, 2018



DAVID E. LEACH III
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 22
20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

Attachments

Appendix I

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Arnold Walter Nursing and Rehabilitation Center

Case 22-CA-180557

Case 22-CA-186982

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees in its 622 South Laurel Avenue, Hazlet, New Jersey facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

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

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

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

Yes _____
 Initials

No _____
 Initials



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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.

WE WILL NOT fail or refuse to bargain in good faith with the Union for a collective-bargaining agreement covering employees represented by 1199, SEIU Healthcare Workers East, the exclusive collective-bargaining agent of the employees in the following unit:

All employees excluding registered nurses, office clerical employees, supervisors, watchmen and guards.

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 unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE HAVE provided the Union with some of the information it requested on April 28, 2016.

WE WILL provide the Union with all of the relevant information in our possession it requested on April 28, 2016, if such information exists.

WE WILL, on request, bargain in good faith with the Union on terms and conditions of employment for our employees in the unit described above and, if an agreement is reached, embody the understanding in a signed agreement.

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

Arnold Walter Nursing and Rehabilitation Center

Dated: 3-20-17 By: [Signature] ^(Employer)
(Representative) ADM. (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (866)667-NLRB (6572).

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 Board's Office,

Appendix II

GLADSTEIN, REIF & MEGINNISS, LLP
ATTORNEYS AT LAW

AMY GLADSTEIN
JAMES REIF
WALTER M. MEGINNISS, JR.
BETH M. MARGOLIS
WILLIAM S. MASSEY *
AMELIA K. TUMINARO

817 BROADWAY • 6TH FLOOR
NEW YORK, NEW YORK 10003
(212) 228-7727
FAX: (212) 228-7654

ROBERT MOLOFSKY *
YVONNE BROWN
JUDITH L. PADOW
Of Counsel

KATHERINE H. HANSEN *
PATRICK J. WALSH
MAGDALENA BARBOSA *

* ALSO ADMITTED IN
WASHINGTON, D.C.

* ALSO ADMITTED IN NJ

April 28, 2016

VIA FIRST CLASS MAIL, FAX
AND E-MAIL (awuh@verizon.net)

Ben Schachter
Arnold Walter Nursing Home
622 South Laurel Avenue
Hazlet, New Jersey 07730

Re: Arnold Walter Nursing and Rehabilitation Center

Dear Mr. Schachter:

As you know, this firm represents 1199 SEIU United Healthcare Workers East, New Jersey Region. In March of 2015, we informed you that, pursuant to Section 2 of the interest arbitration award issued by Arbitrator Martin F. Scheinman on November 7, 2012, the Union wished to reopen and negotiate wages, hours, and general terms and conditions of employment at the above Home for the period from July 1, 2015 through June 30, 2016. On April 2, 2015, we submitted an information request to prepare for this bargaining. No information was provided in response to that request. On March 29, 2016, we notified you that the Union wished to enter into negotiations for a new collective bargaining agreement. (This notice did not supplant, but rather supplemented, the Union's notice regarding the reopener.)

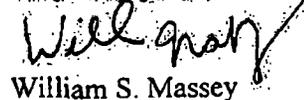
In connection with both of these negotiations, the Union requests the information described below. To the extent feasible, we request that the information be provided in electronic format.

1. For each employee working in a bargaining unit position from January 1, 2014 through the date of production, provide:
 - a. name;
 - b. date of hire;
 - c. job title;
 - d. current hourly rate of pay;

- e. documents showing the regular hours of work from January 1, 2014 through the date of production;
 - f. overtime hours worked on a quarterly basis from January 1, 2014 through the date of production;
 - g. whether employee is no-frill or per diem.
 - h. whether the employee has opted out of health insurance coverage, pursuant to Article 28.10 of the collective bargaining agreement, upon proof of coverage.
2. Payroll registers for all individuals working in classifications covered by the collective bargaining agreement from July 1, 2015 through the date of production.
 3. Gross bargaining unit payroll for 2014, 2015, and through the date of production.
 4. Gross bargaining unit payroll for 2014, 2015 and through the date of production, excluding overtime.
 5. Copies of work schedules for each department and shift from February of 2016 through the date of production.
 6. Documents showing all dates and hours worked by agency employees in bargaining unit positions from January 1, 2015 through the date of production.

Please provide the requested information by May 12, 2016. Thank you for your cooperation.

Very truly yours,


William S. Massey

cc: Milly Silva (via e-mail only)
Ron McCalla (via e-mail only)
Roy Garcia (via e-mail only).

Exhibit 2

INTERNET
FORM NLRB-801
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
22-CA-180557Date Filed
JULY 19, 2016**INSTRUCTIONS:**

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Arnold Walter Nursing and Rehabilitation Center		b. Tel. No. (732) 787-6300
d. Address (Street, city, state, and ZIP code) 622 South Laurel Avenue Hazlet, New Jersey 07730		c. Cell No.
e. Employer Representative Ben Schachter, Administrator		f. Fax No. (732) 495-9124.
i. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home		g. e-Mail
j. Identify principal product or service Health Care		h. Number of workers employed
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>5</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

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

Since on or about a date within the last six months, the above-named Employer, through its officers, agents and representatives, has failed and refused to provide information requested by the Union, and has unduly delayed providing information requested by the Union, that is necessary and relevant to the Union's ability to engage in collective bargaining.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

1189 SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code)
555 Route One South, 3rd Fl.
Iselin, NJ 08830

4b. Tel. No. 732-287-8113

4c. Cell No.

4d. Fax No. 732-287-8117

4e e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union**6. DECLARATION**

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

By K. Hansen (DR)
(signature of representative or person making charge)Katherine H. Hansen, Attorney
(Print/type name and title or office, if any)

Tel. No. 212-228-7727

Office, if any, Cell No.

Fax No. 212-228-7654

e-Mail

Address Gladstein, Relf & Meginniss, 817 Broadway, Fl 6, NY, NY 10003 7/19/16
(date)

khansen@grmny.com

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

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

Exhibit 3

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 22-CA-186982	Date Filed 10/25/2016

INSTRUCTIONS:

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

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Arnold Walter Nursing and Rehabilitation Center	b. Tel. No. (732) 787-6300 c. Cell No. f. Fax No. (732) 495-9124. g. e-Mail h. Number of workers employed
d. Address (Street, city, state, and ZIP code) 622 South Laurel Avenue Hazlet, New Jersey 07730	e. Employer Representative Ben Schachter, Administrator
i. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home	j. Identify principal product or service Health Care
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 5 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about a date within the last six months, the above-named Employer, through its officers, agents and representatives, has failed and refused to meet and bargain with the Union.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) 1199 SEIU United Healthcare Workers East	
4a. Address (Street and number, city, state, and ZIP code) 555 Route One South, 3rd Fl. Iselin, NJ 08830	4b. Tel. No. 732-287-8113 4c. Cell No. 4d. Fax No. 732-287-8117 4e. e-Mail
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union	
6. DECLARATION	
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>William S. Massey</u> (signature of representative or person making charge)	William S. Massey, Attorney (Print/type name and title or office, if any)
Address Gladstein, Reif & Meginniss, 817 Broadway, Fl 6, NY, NY 10003	
10/25/16 (date)	
Tel. No. 212-228-7727 Office, if any, Cell No. Fax No. 212-228-7654 e-Mail wmassey@grmny.com	

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

PRIVACY ACT STATEMENT

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

Exhibit 4

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

**ARNOLD WALTER NURSING AND
REHABILITATION CENTER**

and

**Cases: 22-CA-180557
22-CA-186982**

**1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (“the Board”) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case 22-CA-180557 and Case 22-CA-186982, which are based on a charges filed by 1199 Service Employees International Union, United Healthcare Workers East (“the Union”) against Arnold Walter Nursing and Rehabilitation Center (“the Respondent”) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (“the Act”), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board’s Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. (a) The charge in Case 22-CA-180557 was filed by the Union on July 19, 2016, and a copy was served on Respondent by U.S. mail on July 22, 2016.

(b) The charge in Case 22-CA-186982 was filed by the Union on October 25, 2016, and a copy was served on Respondent by U.S. mail on October 26, 2016.

2. (a) At all material times, Respondent, a New Jersey corporation with an office and place of business in Hazlet, New Jersey, and has been engaged in the operation of a nursing home and rehabilitation center providing inpatient medical care.

(b) In conducting its annual operations described above in subparagraph (a), Respondent derived gross revenue in excess of \$100,000.

(c) During the period of time described above in subparagraph (b), Respondent purchased and received goods valued in excess of \$5,000 directly from points outside the State of New Jersey.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

4. (a) At all material times, Ben Schachter has held the position of Respondent's Administrator and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, David F. Jasinski ("Jasinski") has held the position of Respondent's Chief Negotiator and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

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

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

All employees excluding registered nurses, office clerical employees, supervisors, watchmen and guards.

7. Since about June 2002, and at all material times, Respondent has recognized the Union as the exclusive collective bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from about March 1, 2012 to June 30, 2016.

8. At all times since June 2002, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

9. On March 29, 2016, the Union, by email, letter and facsimile, requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

10. About April 28, 2016, the Union, by email, letter and facsimile requested that Respondent furnish it with the information as described in Exhibit A, attached hereto.

11. The information requested by the Union, as described above in paragraph 10 and in Exhibit A attached hereto, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

12. On or about September 6, 2016, the Respondent, by U.S. Mail, partially responded to the Union's April 28, 2016 request for information described above in paragraph 10 and in Exhibit A, attached hereto.

13. By email dated November 3, 2016, the Union informed Respondent's agent Jasinski, that certain items of information requested in the Union's April 28, 2016 information request (Exhibit A attached hereto), specifically items 1f, 2, 5 and 6 had not been provided by Respondent.

14. Since about April 28, 2016 to date, Respondent has failed and/or refused to furnish the Union with the information responsive to items 1f, 2, 5, and 6 of the Union's request for information described above in paragraph 10 and in Exhibit A, attached hereto.

15. Since on or about April 28, 2016 until September 6, 2016, Respondent unreasonably delayed in furnishing the Union with the information requested by the Union in items 1a, 1b, 1c, 1d, 1e, 1g, 1h, 3, and 4 as described above in paragraph 10 and in Exhibit A attached hereto.

16. On or about September 7, 2016, Respondent met with the Union for the purposes of collective bargaining on behalf of the Unit.

17. Since about September 7, 2016 through and including December 2016, the Union has by email requested that Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the Unit.

18. Since September 7, 2016 and continuing to date, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the Unit by failing and refusing to schedule dates for bargaining.

19. By the conduct described above in paragraph(s) 12, 14, 15 and 18, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

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

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be

received by this office on or before January 12, 2017, or postmarked on or before January 11, 2017. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

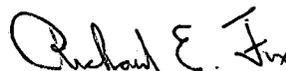
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

/

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 14th day of February, 2017 at 9:30 a.m. at 20 Washington Place, 5th Floor, Newark, New Jersey 07102 and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: December 29, 2016



RICHARD E. FOX
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 22
20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

Attachments

GLADSTEIN, REIF & MEGINNISS, LLP
ATTORNEYS AT LAW

AMY GLADSTEIN
JAMES REIF
WALTER M. MEGINNISS, JR.
BETH M. MARGOLIS
WILLIAM S. MASSEY *
AMELIA K. TUMINARO

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ROBERT MOLOFSKY *
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* ALSO ADMITTED IN
WASHINGTON, D.C.

KATHERINE H. HANSEN *
PATRICK J. WALSH
MAGDALENA BARBOSA *

* ALSO ADMITTED IN NJ

April 28, 2016

**VIA FIRST CLASS MAIL, FAX
AND E-MAIL (awnh@verizon.net)**

Ben Schachter
Arnold Walter Nursing Home
622 South Laurel Avenue
Hazlet, New Jersey 07730

Re: Arnold Walter Nursing and Rehabilitation Center

Dear Mr. Schachter:

As you know, this firm represents 1199 SEIU United Healthcare Workers East, New Jersey Region. In March of 2015, we informed you that, pursuant to Section 2 of the interest arbitration award issued by Arbitrator Martin F. Scheinman on November 7, 2012, the Union wished to reopen and negotiate wages, hours, and general terms and conditions of employment at the above Home for the period from July 1, 2015 through June 30, 2016. On April 2, 2015, we submitted an information request to prepare for this bargaining. No information was provided in response to that request. On March 29, 2016, we notified you that the Union wished to enter into negotiations for a new collective bargaining agreement. (This notice did not supplant, but rather supplemented, the Union's notice regarding the reopener.)

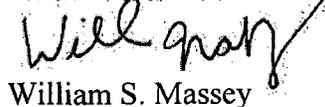
In connection with both of these negotiations, the Union requests the information described below. To the extent feasible, we request that the information be provided in electronic format.

1. For each employee working in a bargaining unit position from January 1, 2014 through the date of production, provide:
 - a. name;
 - b. date of hire;
 - c. job title;
 - d. current hourly rate of pay;

- e. documents showing the regular hours of work from January 1, 2014 through the date of production;
 - f. overtime hours worked on a quarterly basis from January 1, 2014 through the date of production;
 - g. whether employee is no-frill or per diem.
 - h. whether the employee has opted out of health insurance coverage, pursuant to Article 28.10 of the collective bargaining agreement, upon proof of coverage.
2. Payroll registers for all individuals working in classifications covered by the collective bargaining agreement from July 1, 2015 through the date of production.
 3. Gross bargaining unit payroll for 2014, 2015, and through the date of production.
 4. Gross bargaining unit payroll for 2014, 2015 and through the date of production, excluding overtime.
 5. Copies of work schedules for each department and shift from February of 2016 through the date of production.
 6. Documents showing all dates and hours worked by agency employees in bargaining unit positions from January 1, 2015 through the date of production.

Please provide the requested information by May 12, 2016. Thank you for your cooperation.

Very truly yours,



William S. Massey

cc: Milly Silva (via e-mail only)
Ron McCalla (via e-mail only)
Roy Garcia (via e-mail only)

Exhibit 5

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 22**

ARNOLD WALTER NURSING AND
REHABILITATION CENTER

Case: 22-CA-180557
22-CA-186982

and

1199 SERVICE EMPLOYEES
INTERNATIONAL UNION, UNITED
HEALTHCARE WORKERS EAST

**ANSWER TO ORDER CONSOLIDATING CASES,
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Respondent Arnold Walter Nursing and Rehabilitation Center, through its attorneys Jasinski, P.C., by way of answer to the order consolidating cases, consolidated complaint and notice of hearing dated December 29, 2016 (the "Complaint"), respectfully states:

1. Admits the allegations contained in Paragraphs 1(a)-(b) of the Complaint.
2. Admits the allegations contained in Paragraphs 2(a)-(c) of the Complaint.
3. Admits the allegation contained in Paragraph 3 of the Complaint.
4. Admits the allegations contained in Paragraphs 4(a)-(b) of the Complaint.
5. Admits the allegation contained in Paragraph 5 of the Complaint.
6. Admits the allegation contained in Paragraph 6 of the Complaint.
7. Admits the allegation contained in Paragraph 7 of the Complaint.
8. Admits the allegation contained in Paragraph 8 of the Complaint.
9. Admits the allegation contained in Paragraph 9 of the Complaint.
10. Admits the allegation contained in Paragraph 10 of the Complaint.
11. Denies the allegation contained in Paragraph 11 of the Complaint.

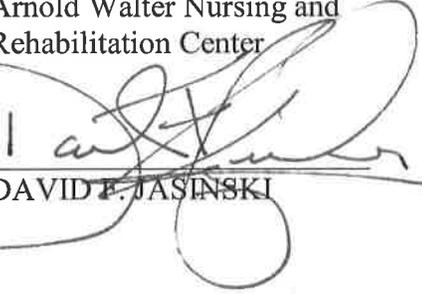
- 12. Denies the allegation contained in Paragraph 12 of the Complaint in the form as alleged.
- 13. Admits the allegation contained in Paragraph 13 of the Complaint.
- 14. Denies the allegation contained in Paragraph 14 of the Complaint.
- 15. Denies the allegation contained in Paragraph 15 of the Complaint.
- 16. Admits the allegation contained in Paragraph 16 of the Complaint.
- 17. Denies the allegation contained in Paragraph 17 of the Complaint.
- 18. Denies the allegation contained in Paragraph 18 of the Complaint.
- 19. Denies the allegation contained in Paragraph 19 of the Complaint.
- 20. Denies the allegation contained in Paragraph 20 of the Complaint.

WHEREFORE, having fully answered all counts of the Complaint, Respondent respectfully requests that the Complaint and Notice of Hearing be dismissed in its entirety.

Dated: January 12, 2017

Respectfully submitted,

JASINSKI, P.C.
Attorneys for Respondent
Arnold Walter Nursing and
Rehabilitation Center

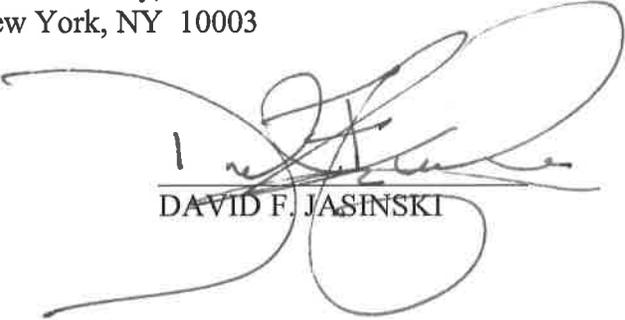
By: 
DAVID F. JASINSKI

CERTIFICATE OF SERVICE

The undersigned, hereby certifies that he caused a true and accurate copy of the foregoing answer to be served on January 12, 2017 via regular mail upon.

William S. Massey, Esq.
Katherine H. Hansen, Esq.
Gladstein, Reif & Meginnis, LLP
817 Broadway, Floor 6
New York, NY 10003

Dated: January 12, 2017



DAVID F. JASINSKI

Exhibit 6

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Arnold Walter Nursing and Rehabilitation Center

Case 22-CA-180557

Case 22-CA-186982

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

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility, including all places where the Charged Party normally posts notices to employees in its 622 South Laurel Avenue, Hazlet, New Jersey facility. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

NON-ADMISSION CLAUSE --- By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

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

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

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

Yes _____
 Initials

No _____
 Initials

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

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on December 29, 2016. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

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

Charged Party Arnold Walter Nursing and Rehabilitation Center		Charging Party 1199 SEIU UNITED HEALTHCARE WORKERS EAST	
By:	Name and Title	Date	
/s/ David Jasinski		02/13/2017	
David Jasinski, Esq.			
By:	Name and Title	Date	
/s/ William Massey		02/14/2017	
William Massey, Esq.			
Recommended By:	Date	Approved By:	Date
/s/ Eric B. Sposito	02/13/2017	/s/ David E. Leach III	03/03/2017
Eric B. Sposito, Esq.		David E. Leach, III, Esq.	
Field Attorney		Regional Director, Region 22	

(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.

WE WILL NOT fail or refuse to bargain in good faith with the Union for a collective-bargaining agreement covering employees represented by 1199, SEIU Healthcare Workers East, the exclusive collective-bargaining agent of the employees in the following unit:

All employees excluding registered nurses, office clerical employees, supervisors, watchmen and guards.

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 unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE HAVE provided the Union with some of the information it requested on April 28, 2016.

WE WILL provide the Union with all of the relevant information in our possession it requested on April 28, 2016, if such information exists.

WE WILL, on request, bargain in good faith with the Union on terms and conditions of employment for our employees in the unit described above and, if an agreement is reached, embody the understanding in a signed agreement.

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

Arnold Walter Nursing and Rehabilitation Center

(Employer)

Dated: _____

By: _____
(Representative) (Title)



The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

Telephone: (973)645-2100
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Exhibit 7



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 22
20 WASHINGTON PL
FL 5
NEWARK, NJ 07102-3127

Agency Website: www.nlr.gov
Telephone: (973)645-2100
Fax: (973)645-3852

Agent's Direct Dial: (862)229-7055

July 20, 2017

David F. Jasinski, ESQ.
Jasinski P.C.
60 Park Place, 8th Floor
Newark, NJ 07102-5504

Re: Arnold Walter Nursing and Rehabilitation
Center
Case 22-CA-180557

Arnold Walter Nursing & Rehabilitation
Center
Case 22-CA-186982

Dear Mr. Jasinski:

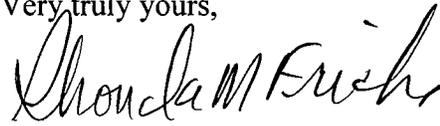
I am contacting you regarding the informal Settlement Agreement in the above-referenced cases. As you are aware, the terms of the Agreement require, among other things, that your client, Arnold Water Nursing and Rehabilitation Center, bargain in good faith for a collective-bargaining agreement with 1199 SEIU Healthcare Workers East regarding the terms and conditions of employment for the bargaining unit described in the Notice to Employees. Additionally, the Employer is required to provide the Union with requested information. In order for the Region to monitor and document the Employer's compliance on these and other issues included in the Agreement, you were requested in the March 9, 2017 opening compliance letter to complete and return the Certification of Compliance, Part Two form no later than April 10, 2017. On July 7, 2017, Compliance Assistant Tameka Chandler e-mailed a second request to you asking that you complete and return the form. To date, we have not received the completed form, which is a requirement of compliance.

Please be advised that Arnold Water Nursing and Rehabilitation Center must comply with all provisions of the Settlement Agreement and return to the Region the necessary paperwork to document their compliance. Absent full compliance and the completed Certification of Compliance, Part Two form by August 3, 2017, and without further notice to you, I will recommend to the Regional Director that he revoke the Settlement Agreement for

July 20, 2017

non-compliance, re-issue the complaint against Arnold Water Nursing and Rehabilitation Center and seek a default judgment from the Board.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rhonda M. Fricke". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

RHONDA M. FRICKE
Compliance Officer