

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

**800 RIVER ROAD OPERATING COMPANY, LLC  
d/b/a CARE ONE AT NEW MILFORD**

**and**

**Cases**

**22-CA-204545**

**1199 SEIU UNITED HEALTHCARE  
WORKERS EAST**

*Sharon Chau, Esq.*, for the General Counsel.

*Stephen C. Mitchell, Esq., Seth Kaufman, and Brian Gershengorn* (Fisher & Phillips, LLP),  
for the Respondent.

*William S. Massey, Esq. and Jessica E. Harris, Esq.* (Gladstein, Reif & Meginniss, LLP),  
for the Charging Party Union.

**DECISION**

**STATEMENT OF THE CASE**

**Benjamin W. Green**, Administrative Law Judge. A trial was conducted in this matter on July 10, 2018 in Newark, New Jersey. The complaint, as amended at trial, alleges that the Respondent unilaterally, without notifying and offering to bargain with the Union, (1) reduced the work hours of 20 unit employees and (2) discharged one and suspended three unit employees. The Respondent has denied these allegations. Additional complaint allegations were resolved by the parties and/or withdrawn by the General Counsel prior to trial. As discussed at length below, I find merit to the allegations which were litigated.

Post-hearing briefs were filed by the General Counsel, the Respondent, and the Union.

On the entire record, I make the following findings, conclusions of law, and recommendations.

**JURISDICTION**

The Respondent is a New Jersey Limited Liability Company with an office and place of business in New Milford, New Jersey and has been engaged in the business of providing long-term and post-hospital rehabilitation care. During the twelve-month period before the complaint issued, the respondent derived gross revenues in excess of \$100,000. During the same time period, the Respondent purchased and received at its New Milford, New Jersey facility goods and supplies valued in excess of \$5,000 directly from suppliers located outside the State of New Jersey.

At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union has been a labor organization within the meaning of Section 2(5) of the Act. Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of

the Act.

**UNFAIR LABOR PRACTICES**

**FINDINGS OF FACT**

**Procedural History**

5 Pursuant to a representation petition filed January 23, 2012 and a stipulated election agreement approved on February 7, 2012, an election was conducted on March 9, 2012 in case 22-RC-073078 among the following unit of employees:

10 All full time and regular part time nonprofessional employees including licensed practical nurses, certified nursing aides, dietary aides, housekeepers, laundry aides, porters, recreation aides, restorative aides, rehabilitation techs, central supply clerks, unit secretaries, receptionists and building maintenance workers employed by the [Respondent] at its New Milford, New Jersey facility, but  
 15 excluding all office clerical employees, cooks, registered nurses, dieticians, physical therapists, physical therapy assistants, occupational therapists, occupational therapy assistants, speech therapists, social workers, staffing coordinators/schedulers, payroll/benefits coordinators, MDS specialists, MDS data clerks, account payable clerks, account receivable clerks, all other professional employees, guards and supervisors as defined in the Act.

20 A majority of the unit employees voted in favor of representation.

The Respondent filed objections to the election, but those objections were overruled by the Board in decisions dated July 2, 2012 and January 9, 2013. In its January 9, 2013 decision, 25 the Board certified the Union as the bargaining representative of unit employees. *800 River Road Operating Co.*, 359 NLRB 522 (2013). The Respondent tested this certification by refusing to bargain. Upon additional developments, including the Supreme Court’s decision in *NLRB v. Noel Canning*, 134 S.Ct. 2550 (2014), on November 26, 2014, the Board conducted a de novo review of the Respondent’s election objections, rejected those objections, and issued a new  
 30 Certification of Representative. On June 15, 2015, the Board found that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with the Union. On January 24, 2017, the United States Court of Appeals for the District of Columbia Circuit enforced the Board’s order. On March 21, 2017, the same Court of Appeals issued a formal mandate in accordance with its judgment of January 24, 2017.

35 **Change in Hours**

The General Counsel contends that the following employees had their hours reduced during the payroll period ending on the dates listed below (third column):

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Name	Title	Hours Change in Payroll Period Ending
Abraham, Mariamma	Recreation Assistant	2/1/2014
Boby, Rosilin	Recreation Assistant	2/1/2014
Jiminez, Sara	Recreation Assistant	2/1/2014
Timms, Donna	Recreation Assistant	2/1/2014
Tom, Shiril	Recreation Assistant	2/1/2014
Bustos, Benjamin	Dietary Aide	7/19/2014

Coronado, Evelyn	Dietary Aide	7/19/2014
Farr, Elaine	Dietary Aide	7/19/2014
Fontanez, Enrique	Dietary Aide	7/19/2014
Ricarze, Vicente	Dietary Aide	7/19/2014
Tolentino, Allan	Dietary Aide	7/19/2014
Varhese, George	Dietary Aide	7/19/2014
Bazile, Desinette	Housekeeper	7/19/2014
Benoit, Julienne	Housekeeper	7/19/2014
Murray, Paulette	Housekeeper	7/19/2014
Abouzeid, Charles	Laundry Aide	7/19/2014
Ramkhalawan, Jean	Laundry Aide	7/19/2014
Irabon, Edgardo	Porter	7/19/2014
Hegarty, Andrew	Maintenance Worker	9/16/2014
Sormani, Dawn-Marie	Receptionist	3/28/2015

The Respondent introduced into evidence a wage and benefit summary which indicates that it was “revised 5/1/2019.” The wage and benefit summary includes a provision on paid leave which states, in part, as follows:

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**3) VACATION/HOLIDAY /SICK TIME**

**General Provisions/Eligibility and Waiting Periods:**

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1. Employees actively employed on a full -time basis (regularly work 37.5 hours or more per week) are eligible for vacation, holiday pay, and sick time. Employees actively employed on a part-time basis (regularly work 24 to less than 37.5 hours per week) are eligible for pro-rated vacation, holiday pay, and sick time.

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4. Depending on your position and work schedule, hourly and salaried employees generally work either 7.5 hour /day up to 37.5 hours /week or they may work 8 hours /day up to 40 hours /week.

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**Vacation Provisions:**

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6. Employees may use their accrued vacation hours in a minimum of 30-minute increments. To schedule vacation, employees must give their supervisor a written request at least four weeks in advance, or Center practice, whichever is greater. Approval of vacation requests is based on the needs of the Center and made in the discretion of the Supervisor. Consideration of vacation requests is given on a first come, first served basis. When vacation requests are received at the same time, tenure with the Center will also be considered.

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13. Vacation hours may be taken based upon an employee's regularly scheduled work day up to a maximum of twelve (12) hours. For example, an employee who is

regularly scheduled to work a seven and one -half (7 5) hour day may take seven and one -half (7.5) hours of vacation time.

**Sick Time Provisions:**

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10. Employees may use their accrued sick time hours in a minimum of 30-minute increments.

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11. Sick time hours may be used based upon an employee's regularly scheduled work day up to a maximum of twelve (12) hours. For example, an employee who is regularly scheduled to work a seven and one -half (7.5) hour day may use seven and one -half (7.5) sick time hours.

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**Holiday Provisions:**

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3. Eligible -time and part-time hourly and salaried employees will receive holiday pay based on the average number of hours paid in each pay period in the most recent three (3) full calendar months up to a maximum of seven and one-half (7.5) hours for each holiday (8 hours of pay for employees who work an 8 hour daily schedule).

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Attached to this decision as Appendix B are tables reflecting the hours of each employee in question by payroll period and week, including regular time, overtime, retro hours, sick leave used, vacation leave used, and holiday hours.

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The parties stipulated that the Respondent did not give the Union notice and an opportunity to bargain in advance of any alleged reduction of hours.

The General Counsel relies exclusively on documents (particularly payroll records) and stipulations to establish a unilateral change in hours.<sup>1</sup> The payroll records introduced by the General Counsel indicate that employees largely accumulated (including time worked and leave) 40 hours per week before the payroll period in which their hours were allegedly reduced and 37.50 hours per week during and after the payroll period in which their hours were allegedly reduced. However, this pattern was not entirely consistent. Thus, it was not uncommon for employees to accumulate 39 to 39.75 hours per week before the alleged change and it was not uncommon for employees to accumulate up to 38.75 hours after the alleged change. It was far more rare for an employee to accumulate less than 39 hours in a week before the alleged change or more than 38.75 hour after the alleged change.<sup>2</sup>

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<sup>1</sup> The General Counsel did not call any witnesses at trial. The Respondent contends that the General Counsel “cherry picked” payroll records (immediately before and after the alleged change) which were favorable to its case. The Respondent’s counsel indicated at trial an intention to introduce the “full” payroll records for a larger time period. However, the Respondent only introduced additional payroll records (beyond the General Counsel’s submission) for one employee (Hegarty).

<sup>2</sup> These instances are highlighted in Appendix B.

Payroll leave deductions were also cited as a basis for evaluating a change in employee work weeks from 40 hours to 37.5 hours. Thus, for example, paystubs of Coronado, Farr, Tolentino and Hegarty reflect the use of sick and vacation time in 8-hour increments (corresponding to a 40-hour work week) before the alleged change in hours and increments of 7.5 hours (corresponding to a 37.5-hour work week) during or after the alleged change.<sup>3</sup> More broadly, a review of the payroll records of all the employees in question reflect that sick/vacation was largely taken in 8-hour increments before the alleged change and 7.5-hour increments were largely taken after the alleged change. However, the payroll records are not entirely consistent in this regard either.

Maureen Montegari was called by the Respondent and the only witness to testify at trial. Montegari is employed by Care One Management LLC (Care One). She was a Care One Regional Director of Human Resources from 2010 to 2012, when she was promoted to Vice President of Human Resources (her current position). She has had responsibilities for the Respondent's facility in Milford, New Jersey in both positions.

Montegari testified that, since at least 2009 (when the wage and benefit summary was revised), full time employees have regularly been scheduled to work 37.5 hours per week, but may work additional hours if they pick up an extra shift (for example, if someone calls in sick). According to Montegari, the shortest shifts are the four-hour shifts worked by certain part time employees. Montegari testified that a facility administrator may sometimes hire full time employees (particularly rehab techs and rehabilitation assistants) to work 40-hour weeks as an "exception" in light of the needs of the facility. However, Montegari is not involved in these decisions.

With regard to particular employees at issue in this case, Montegari testified that Sormani was transferred from unit secretary to receptionist and speculated that the facility administrator changed Sormani's hours from 40 hours to 37.5 hours as a result. However, Montegari admitted that she "was not part of [Sormani's] transfer to a new position." Montegari also identified a master schedule for the period December 2015 to April 2017 which shows that Hegarty was largely scheduled to work 40-hour weeks throughout this time period.<sup>4</sup> However, Montegari testified that "the schedule does not capture whether or not the hours were worked[,]it captures what they were scheduled to work."

### **Suspensions and Discharge**

The Respondent took the following adverse employment actions against the employees named below:

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<sup>3</sup> I consider increments of 8 and 7.5 hours to include multiples of those numbers, respectively. Thus, 16 or 24 hours of leave reflects 8-hour increments while 15 and 22.5 hours of leave reflects 7.5-hour increments. The payroll records also contain certain limited increments of leave that were not 8 hours or 7.5 hours (i.e., during the June 7, 2014 payroll period, Fontanez took 9 hours of sick leave the first week and Coronado took 10.5 hours of sick leave the second week).

<sup>4</sup> According to Montegari, the schedule was produced for this period of time because the Respondent began using computerized scheduling software Smartlinx Solutions LLC in December 2015. Before then, much of the schedules were handwritten and are no longer available.

Employee	Adverse Employment Action	Date of Action
Jasmine Gordon	Suspended	October 10, 2016
Shantai Bills	Discharged	January 4, 2017
Linda Rhoads	Suspended	February 1, 2017
Jesus Mendez	Suspended	March 23, 2017

The parties stipulated that the Respondent administered these suspensions and the discharge without notifying and offering to bargain with the Union before doing so. The parties also stipulated that the Union never demanded bargaining regarding these particular adverse employment actions.

## ANALYSIS AND CONCLUSIONS

### Section 8(a)(1) Allegations

#### Reduction of Hours

The General Counsel contends, and I agree, that the Respondent violated Section 8(a)(1) and (5) of the Act by reducing the hours of 20 unit employees.<sup>5</sup> The Board recently addressed “what constitutes a ‘change’ requiring notice to the union and the opportunity for bargaining prior to implementation.” *Raytheon Network Centric Systems*, 365 NLRB No. 161 (Dec. 15, 2017). In *Raytheon*, the Board found “that the [employer’s] modifications in unit employee healthcare benefits in 2013 were a continuation of its past practice of making similar changes at the same time every year from 2001 through 2012.”<sup>6</sup> *Id.* Since ongoing healthcare benefit modifications did “not materially vary in kind or degree from the changes made in prior years,” they did not constitute a “change” and could be made unilaterally.

Here, the employees in question largely accrued 40 hours per week before and 37.5 hours per week during or after the payroll period identified by the General Counsel as the period when the change occurred. However, the employees did not always work exactly 40 or 37.5 hour per week. Accordingly, a question arises whether there was a material change in employees’ hours or the mere continuation of minor deviations in hours insufficient to establish a “change.”

Preliminarily, I note that the changes in hours cannot be attributed to employees working overtime since Montegari testified that employees only worked overtime hours when they picked up additional shifts. Montegari identified the shortest shifts as four hours and the weekly differences in hours at issue here are less than four hours. Therefore, the differences in hours were not the result of employees working additional overtime shifts.

<sup>5</sup> “The Board has long held that an employer ‘acts at its peril in making changes in terms and conditions of employment during the period that objections to an election are pending’ because if the union is ultimately certified, the employer will have violated Section 8(a)(5) by making those changes.” *The Ardit Co.*, 364 NLRB No. 130 (Oct. 27, 2016) quoting *Mike O’Connor Chevrolet*, 209 NLRB 701, 703 (1974), enf. denied on other grounds 512 F.2d 684 (8th Cir. 1975). Here, the Respondent does not contend it was entitled to act unilaterally because the final certification did not issue until November 26, 2014.

<sup>6</sup> *Raytheon* addressed the significance of changes made during the term of a collective bargaining agreement pursuant to a management rights clause, but that is not an issue here.

Further, I place no significance on Montegari’s testimony or the wage and benefit summary to the extent they indicate that employees were generally scheduled to work 37.5 hours per week.<sup>7</sup> The undisputed evidence demonstrates that some employees worked 40-hour weeks and Montegari was not involved in specific scheduling decisions which were made by administrators at the facility level. The best evidence is payroll records reflecting the hours employees actually accumulated each week. See *Electronic Data Systems International Corporation*, 278 NLRB 125 (1986). The Respondent had the opportunity to present additional payroll records to the extent those introduced by the General Counsel may have been isolated or somehow taken of context, and largely failed to do so.

In this case, the alleged reductions in hours did reflect a material variation in kind and degree as to constitute a “change” which required bargaining. Employees who generally accrued 40 hours per week and rarely if ever accrued less than 39 hours per week experienced a reduction in hours to 37.5-hour weeks and rarely if ever accrued more than 38.75 hours per week after the change.<sup>8</sup> Thus, unlike in *Raytheon*, the Respondent did not effect changes at the same time and in the same manner as it had in the past.

The Respondent contends that the General Counsel did not establish a prima facie case because it “cherry picked” payroll records and did not call any witnesses at trial. However, in my opinion, the General Counsel did establish a prima facie case (and nothing more). The General Counsel introduced sufficient evidence to indicate that, on its face, a change occurred which was different than prior changes. As noted above, the Respondent failed to rebut the General Counsel’s evidence or the pattern it demonstrated.

Turning to individual employees specifically addressed by the Respondent in its brief, I do not rely on Montegari’s testimony that Sormani’s hours were reduced because she (Sormani) changed positions. Montegari admitted that she “was not part of [Sormani’s] transfer to a new position.” Such testimony without personal knowledge of relevant events and the dates thereof is not helpful.<sup>9</sup>

However, Sormani’s hours were more sporadic before the alleged reduction in hours (payroll period ending March 28, 2015) than other employees and this requires a closer look. Five out of 10 weeks prior to the payroll period ending March 28, 2015, Sormani accrued less than 39 hours of pay (as reflected in Appendix B and below):

<u>Payroll Ending</u>	<u>Week 1 - Hours</u>	<u>Week 2 - Hours</u>
1/17/2015	40 + 5.75 OT	34.75

<sup>7</sup> Likewise, I do not find the master schedules relevant to the extent it shows that Hegarty was scheduled to work 40-hour weeks beginning December 2015. These schedules do not address the payroll periods at the time of the alleged change and do not reflect the hours that Hegarty actually worked.

<sup>8</sup> An employer does not violate Section 8(a)(5) of the Act when it unilaterally implements a change that is not “material, substantial and significant.” *Pepsi-Cola Bottling Co. of Fayetteville, Inc.*, 330 NLRB 990, 902 (2000). However, the Board has held that a change in hours, even on a limited basis, will be considered significant. *Id.* See also *Beverly Health and Rehabilitation Services, Inc.*, 346 NLRB 1319, 1355 (2006).

<sup>9</sup> The Respondent asserted in its brief that a change in the department code on Sormani’s payroll registers for the pay period ending May 9, 2015 reflects a change in her position. However, the record evidence does not indicate what the change in code actually means and, regardless, the change in code occurred after the alleged change in hours (three payroll periods earlier).

1/31/2015	24 + 16 sick	40 vacation
2/14/2015	40 + 0.25 OT	37.5
2/28/2015	37.75 + 7.5 holiday	30.25 + 8 vacation
3/14/2015	40 + 1.5 OT	38
3/28/2015	37.75	36.50 + 1.33 vacation
4/11/2015	37.5	37.5
4/25/2015	38	37.75
5/9/2015	37.75	37.5
5/23/2015	37.75	38.25
6/6/2015	30 + 7.5 holiday	37.5

Nevertheless, Sormani accumulated 40 hours five out of 10 weeks prior to the payroll period during which the alleged change occurred and did not accrue more than 38.25 hours after the alleged change occurred. Montegari did not actually deny that Sormani's schedule was switched from a 40-hour week to a 37.5-hour week (although, as noted above, she did not evince any personal knowledge of the same). While, in Sormani's case, there is some overlap in the range of hours before and after the alleged unlawful change, I find the evidence sufficient to establish that she experienced a material variation in her hours.<sup>10</sup>

Turning to Hegarty, the one employee for whom the Respondent produced additional payroll records, the additional records did show more discrepancies before and after his alleged change in his hours. Thus, if holiday pay is excluded, records for the payroll periods from January 5, 2013 to August 2, 2014 (before the alleged change in hours during the payroll period ending August 16, 2014) showed that Hegarty accumulated less than 39 hours in 15 weeks. However, this is still a relatively small percentage (18%) in the context of 42 payroll periods covering 84 weeks. Far more often, Hegarty accumulated 40 hours per week during this time period. Accordingly, the expanded payroll records prior to the alleged change do not, in my opinion, defeat the General Counsel's case that a change in hours occurred.

The more significant evidence from the Respondent's submission is Hegarty's accumulation of over 40 hours during the first week of the payroll period ending September 27, 2014 and the first weeks of the payroll periods ending October 25 and November 8, 2014. Hegarty also worked 39.75 hours the week ending December 6, 2014. Thus, unlike the other employees, Hegarty went back to working certain 40-hour weeks fairly quickly after the alleged change. On the other hand, from the payroll period ending August 16, 2014 (when the change allegedly occurred) to the end of the year, Hegarty accumulated less than 39 hours 18 of 22 weeks. By contrast, Hegarty accrued at least 40 hours 18 of 22 weeks immediately prior to the payroll period ending August 16, 2014. While the alleged change is most ambiguous with regard to Hegarty, I find the evidence sufficient to establish that a change of his hours did occur.

Hegarty's payroll records further show that, beginning the payroll period ending February 28, 2015, his hours returned, more regularly, to 40-hour weeks.<sup>11</sup> While this suggests that

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<sup>10</sup> Although not specifically addressed by the Respondent, I find that Abraham and Ricarze experienced a change in hours upon the same rationale. Like Sormani, Abraham and Ricarze accumulated less than 39 hours in weeks prior to the alleged change in hours. However, more often, they accumulated at least 39 hours in advance of the alleged change and did not accumulate 39 hours after the alleged change.

<sup>11</sup> The Respondent produced Hegarty's payroll records for the period 2013 to 2016. Appendix B only includes the hours from 2013 to 2015. However, Hegarty continued to accrue 40-hour weeks in 2016.

Hegarty's 40-hour week may have been reinstated in 2015, it does not change my finding that a unilateral change occurred in the first place. The Respondent argues in its brief that, to the extent the General Counsel established any violation, it must be limited to the pay registers the General Counsel entered into evidence. I do not limit my finding in this regard and any backpay associated with the changes in hours can be fleshed out and determined, if necessary, during a compliance proceeding. However, to the extent it is shown in such a proceeding that unilateral changes were ultimately reversed, the Respondent's liability would be limited on that basis.

Based on the foregoing, I find that the Respondent violated Section 8(a)(5) and (1) of the Act by unilaterally reducing the hours of employees without notifying the Union and offering to bargain.

### **Unilateral Suspensions and Discharge**

The General Counsel contends that the Respondent unilaterally suspended three employees and discharged another employee without notifying and offering to bargain with the Union. I agree.

The Board has held that "discretionary discipline is a mandatory subject of bargaining and that employers may not unilaterally impose serious discipline . . . ." *Total Security Management Illinois 1, LLC*, 364 NLRB No. 106 (2016) Serious discipline includes suspension and discharge as those actions "have an inevitable and immediate impact on employees' tenure, status, or earnings." *Id.* "It is well established that where the manner of the respondent's presentation of a change in terms and conditions of employment to the union precludes a meaningful opportunity for the union to bargain, the change is a fait accompli and a failure by the union to request bargaining will not constitute a waiver. *United States Postal Service*, 366 NLRB No. 168 (Aug. 23, 2018) citing *Aggregate Industries*, 359 NLRB 1419, 1422 (2013) and *Pontiac Osteopathic Hospital*, 336 NLRB 1021, 1023 (2001). Here, the facts are not in dispute and the Respondent simply asserts that extant precedent should be overruled.

The adverse employment actions taken against the four employees in question were "serious" as the Board defines it and the Respondent admits that it did not give the Union notice and an opportunity to bargain. Further, the Union's subsequent failure to request bargaining over discipline which already issued does not constitute a waiver or a defense. Since I am bound by extant Board precedent, I find that the Respondent violated Section 8(a)(5) and (1) by disciplining employees as alleged in the complaint.

### **Conclusions of Law**

1. The Respondent, 800 River Road Operating Company, LLC d/b/a Care One at Milford, is an employer within the meaning of Section 2(2), 2(6), and (7) of the Act.

2. The Respondent engaged in the following unfair labor practices within the meaning of Section 8(a)(5) and (1) of the Act:

a. Unilaterally reduced the hours of Charles Abouzeid, Mariamma Abraham, Desinette Bazile, Julianne Benoit, Rosilin Bobby, Benjamin Bustos, Evelyn Coronado, Elaine Farr, Enrique Fontanez, Andrew Hegarty, Edgardo Irabon, Sara Jiminez, Paulette Murray, Jean Ramkhalawan, Vicente Ricarze, Dawn-Marie Sormani, Donna Timms, Allan Tolentino, Shiril Tom and George Varhese without notifying and offering to bargain with the Union, 1199 SEIU United Healthcare Workers East.

b. Unilaterally administered adverse employment actions as follows to the employees listed below without notifying and offering to bargain with the Union:

<b>Employee</b>	<b>Adverse Employment Action</b>	<b>Date of Action</b>
Jasmine Gordon	Suspended	October 10, 2016
Shantai Bills	Discharge	January 4, 2017
Linda Rhoads	Suspended	February 1, 2017
Jesus Mendez	Suspended	March 23, 2017

3. The unfair labor practices committed by the Respondent affect Commerce within the meaning of Section 2(6) and (7) of the Act.

### Remedy

Having found that the Respondents has engaged in certain unfair labor practices, I find that they must be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having refused to notify and offer to bargain with the Union regarding a reduction in the hours of certain employees and certain adverse employment actions, I will order Respondent to rescind those unilateral changes. With the exception of Shantai Bills, who was discharged, the Respondent shall make whole any employee whose hours were reduced or who were suspended for any loss of earnings and other benefits suffered as a result of its unlawful actions as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987). See *Community Health Services, Inc.*, 361 NLRB 333 (2014) aff'g 356 NLRB 744 (2011) and 342 NLRB 398 (2004) after remand.

The Respondent, having unlawfully discharged Bills, must offer her reinstatement to her former job or if her job no longer exists, to a substantially equivalent position without prejudice to her seniority or any other rights or privileges enjoyed. The Respondent shall make Bills whole for any loss of earnings and other benefits suffered as a result of her unilateral discharge. The make whole remedy shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with *King Scoopers, Inc.*, 364 NLRB No. 93 (2016), the Respondent shall compensate Bills for his search-for-work and interim employment expenses regardless of whether those expenses exceed his interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, and compounded daily as prescribed in *Kentucky River Medical Center*, supra. In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB 101 (2014), the Respondent shall compensate Hess for the adverse tax consequences, if any, of receiving a lump sum backpay award, and, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB No. 143 (2016), the Respondent shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, file with the Regional Director for Region 22 a report allocating Bills' backpay to the appropriate calendar year. The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration at the appropriate time and in the appropriate manner.

5 The Respondent will be required to remove from its files any reference to the unlawful suspension/discharge of Bills, Jasmine Gordon, Linda Rhoads and Jesus Mendez and notify them in writing that their unlawful suspension or discharge will not be used against them in any way.

The Respondent shall be ordered to post the notice attached hereto as "Appendix A."

10 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>12</sup>

### Order

15 The Respondent, 800 River Road Operating Company, LLC d/b/a Care One at New Milford, New Milford, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

20 (a) Unilaterally, without notifying and offering to bargain with the Union, 1199 SEIU United Healthcare Workers East, changing the terms and conditions of employment of employees, including the reduction of employees' hours, discharge of employees, and/or suspension of employees.

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

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

30 (a) Within 14 days from the date of this Order, offer Shantai Bills reinstatement to her former position or, if her position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

35 (b) Make Bills, Jasmine Gordon, Linda Rhoads and Jesus Mendez whole for any loss of earnings and other benefits suffered as a result of the unilateral adverse employment actions taken against them in the manner set forth in the remedy section of this decision.

40 (c) Make Charles Abouzeid, Mariamma Abraham, Desinette Bazile, Julienne Benoit, Rosilin Boby, Benjamin Bustos, Evelyn Coronado, Elaine Farr, Enrique Fontanez, Andrew Hegarty, Edgardo Irabon, Sara Jiminez, Paulette Murray, Jean Ramkhalawan, Vicente Ricarze, Dawn-Marie Sormani, Donna Timms, Allan Tolentino, Shiril Tom and George Varhese whole for any loss of earnings and other benefits suffered as a result of the unilateral reduction of their hours in the manner set forth in the remedy section of this decision.

45 (d) Compensate Bills for search-for-work and interim employment expenses regardless of whether those expenses exceed her interim earnings.

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<sup>12</sup> If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(e) Within 14 days from the date of this Order, remove from its files any reference to the unlawful discharge and suspension of Bills, Gordon, Rhoads and Mendez, and within three days thereafter, notify them in writing that this has been done and that the discharge and suspensions will not be used against them in any way.

(f) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its Milford, New Jersey facility copies of the attached notice marked "Appendix A."<sup>13</sup> Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed, or are otherwise prevented from posting the notice at the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since February 1, 2014.

(h) Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated: Washington, D.C. November 20, 2018



Benjamin W. Green  
Administrative Law Judge

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<sup>13</sup> If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX A

### NOTICE TO EMPLOYEES

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

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

#### **FEDERAL LAW UNDER SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO**

Form, join, or assist a union

Choose representatives 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** unilaterally, without notifying and offering to bargain with the Union, 1199 SEIU United Healthcare Workers East, change your terms and conditions of employment, including the reduction of your hours, termination of your employment, and/or suspension of your employment.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

**WE WILL**, within 14 days from the date of this Order, offer Shanti Bills full reinstatement to her former job or, if her job no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges previously enjoyed.

**WE WILL** make Bills whole for any loss of earnings and other benefits resulting from her unilateral discharge, less any net interim earnings, plus interest compounded daily.

**WE WILL** make Jasmine Gordon, Linda Rhoads and Jesus Mendez whole for any loss of earnings or other benefits resulting from their unilateral suspensions plus interest compounded daily.

**WE WILL** make Charles Abouzeid, Mariamma Abraham, Desinette Bazile, Julienne Benoit, Rosilin Boby, Benjamin Bustos, Evelyn Coronado, Elaine Farr, Enrique Fontanez, Andrew Hegarty, Edgardo Irabon, Sara Jiminez, Paulette Murray, Jean Ramkhalawan, Vicente Ricarze, Dawn-Marie Sormani, Donna Timms, Allan Tolentino, Shiril Tom and George Varhese whole for any loss of earnings or other benefits resulting from the unilateral reduction of their hours plus interest compounded daily.

**WE WILL** compensate all the employees named above for the adverse tax consequences, if any, of receiving a lump-sum backpay award and **WE WILL** file with the Regional Director for Region 22 within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar years.

**WE WILL**, within 14 days from the date of this Order, remove from our files any reference to the unlawful discharge of Bills and unlawful suspensions of Gordon, Rhoads and Mendez, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that their discharge or suspension will not be used against them in any way.

**800 River Road Operating Company, LLC**  
**d/b/a Care One at New Milford**  
\_\_\_\_\_  
(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. 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](http://www.nlr.gov).

20 Washington Place  
5th Floor  
Newark, NJ 07102  
Phone: 973-645-2100

The Administrative Law Judge's decision can be found at [www.nlr.gov/case/22-CA-204545](http://www.nlr.gov/case/22-CA-204545) by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



**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, (973) 645-2100.

## APPENDIX B

The payroll periods of each alleged hour reduction are highlighted.

Weeks before the alleged change when employees accumulated less than 39 hours (excluding holidays) are highlighted.

Weeks after the alleged change when employees accumulated 39 hours (excluding holidays) or more are highlighted.

### Charles Abouzeid: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014

Payroll Period Ending	Week 1				Week 2				
	Regular	Vacation	Sick	Holiday	Regular	OT	Vacation	Sick	Holiday
May 10, 2014	40				40				
May 24, 2014	40				40				
June 7, 2014	40			8	40				
June 21, 2014	40.25				40				
July 5, 2014	40				40	6.25			8
July 19, 2014	40				37.5				
August 2, 2014	30		7.5		37.5				
August 16, 2014	37.5				30	7.5			
August 30, 2014	37.5				22.5	15			
September 13, 2014	37.25			8	37.75				
September 27, 2014	37.5				37.5				

### Mariamamma Abraham: Alleged Reduction in Hours During Payroll Period Ending February 1, 2014

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
October 26, 2013	40				40			
November 9, 2013	38.5				40			
November 23, 2013	40				4		8	
December 7, 2013	24			7.5	40			
December 21, 2013	40				38.75			
January 4, 2014	36			7.07	31.75			7
January 18, 2014	40				40			
February 1, 2014	35.5				37.5			
February 15, 2014	21.25	15			37.25			
March 1, 2014	37.5			7.27	37.5			
March 15, 2014	37.5				30		7.5	

**Desinette Bazile: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	0	40			39.25			
May 24, 2014	40				39.5			
June 7, 2014	40			7.83	40			
June 21, 2014	40				40			
July 5, 2014	40				40			8
<b>July 19, 2014</b>	<b>32</b>		<b>7.5</b>		<b>30</b>		<b>7.5</b>	
August 2, 2014	37.5				37.5		7.5	
August 16, 2014	22.5							
August 30, 2014	7.5				37.25			
September 13, 2014	37			7.17	37.5			
September 27, 2014	37.5				36.75			

**Julienne Benoit: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	39.5				40			
May 24, 2014	<b>32</b>				40			
June 7, 2014	40			8	40			
June 21, 2014	40				40			
July 5, 2014	40				40			7.98
<b>July 19, 2014</b>	<b>40</b>				<b>37.5</b>			
August 2, 2014	37.25				0	37.5		
August 16, 2014	7.5		30		0	22.5	15	
August 30, 2014	30		7.5		37.5			
September 13, 2014	37			8	36.75			
September 27, 2014	29.75		7.5		36.75			

**Rosilin Boby: Alleged Reduction in Hours During Payroll Period Ending February 1, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
November 9, 2013	40				40			
November 23, 2013	40				40			
December 7, 2013	40			7.5	40			
December 21, 2013	40				40			
January 4, 2014	24	16		7.5	40			7.5
January 18, 2014	40				40			7.5
<b>February 1, 2014</b>	<b>38</b>				<b>37.5</b>			
February 15, 2014	29.75		7.5		37.5			
March 1, 2014	37.5			7.5	37.5			
March 15, 2014	37.5				37.5			
March 29, 2014	37.5				37.5			

**Benjamin Bustos: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	40				40			
May 24, 2014	31.75		8		40			
June 7, 2014	40			8	40			
June 21, 2014	31.5		8		39.75			
July 5, 2014	40				40			
<b>July 19, 2014</b>	<b>40</b>				<b>31.25</b>		<b>8</b>	
August 2, 2014	34.25				38.5			
August 16, 2014	38.75				38			
August 30, 2014	38				0		22.5	
September 13, 2014	30		8		37.5			
September 27, 2014	37.5				37.5			
October 11, 2014	37.5				37.5			

**Evelyn Coronado: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	32		8		32	8		
May 24, 2014	40				32		8	
June 7, 2014	40				28.5	10.5		
June 21, 2014	40				40			
July 5, 2014	24	16			32	8		8
July 19, 2014	40				37.5			
August 2, 2014	36		7.5		22.5	15		
August 16, 2014	37.5				30	7.5		
August 30, 2014	37.5				37.5			
September 13, 2014	37.5		8		22.5	15		
September 27, 2014	37.5				37.75			
October 11, 2014	37.5				22	15		

**Elaine Farr: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	32		8		40			
May 24, 2014	40				32	8		
June 7, 2014	39.75			8	40			
June 21, 2014	24	16			40			
July 5, 2014	32	8			40			8
July 19, 2014	40				30		7.5	
August 2, 2014	7.5	30			30	7.5		
August 16, 2014	37.5				38.25			
August 30, 2014	38				37.5		22.5	
September 13, 2014	30.5		7.5	8	38			
September 27, 2014	37.5				38			

**Enrique Fontanez: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	39.5				40			
May 24, 2014	40				40			
June 7, 2014	31		9	8	40			
June 21, 2014	39.5				39.5			
July 5, 2014	40				40			8
July 19, 2014	31.75	7.5			37			
August 2, 2014	7.5	30			0	37.5		
August 16, 2014	30	7.5			37.5			
August 30, 2014	37.5				37.5			
September 13, 2014	37.75			8	30	7.5		
September 27, 2014	30	7.5			22.5	15		

**Andrew Hagerty: Alleged Reduction in Hours During Payroll Period Ending Augst 16, 2014**

Payroll Period Ending	Week 1						Week 2					
	Regular	OT	Retro	Vacation	Sick	Holiday	Regular	OT	Vacation	Sick	Holiday	
January 5, 2013	29.25						8					
January 19, 2013	39	3					40					
February 2, 2013	32						40					
February 16, 2013	40	20.75					40	1				
March 2, 2013	40	1					40					
March 16, 2013	40	11.75					40	2.75				
March 30, 2013	22.25						39.25					
April 13, 2013	37.25						40	14				
April 27, 2013	34.25						40					
May 11, 2013	40	5.5					13.5		8	8		
May 26, 2013	40	3.5					40	3				
June 8, 2013	40	3				5.08	40	3				
June 22, 2013	35				8		40	6				
July 6, 2013	40						40				8	
July 20, 2013	27				13		37.5		3			
August 3, 2013	40	1.5					40					
August 17, 2013	40						40	1.25				
August 31, 2013	32.5			8			41					
September 14, 2013	33			8		8	40	0.75				
September 28, 2013	40						40	1.5				
October 12, 2013	32				8		40					
October 26, 2013	40						40	2.5				
November 9, 2013	40	0.75					40					
November 23, 2013	32		1	8			40					
December 7, 2013	32					8	32			8		
December 21, 2013	32			8			40	3.25				
January 4, 2014	32					8	36.75		8		8	
January 18, 2014	24			16			32		8			
February 1, 2014	20						37					
February 15, 2014	40	4.25					37.25					
March 1, 2014	41					8	40					
March 15, 2014	40						40					
March 29, 2014	37						40					

**Andrew Hagerty: Alleged Reduction in Hours During Payroll Period Ending Augst 16, 2014 (continued)**

Payroll Period Ending	Week 1						Week 2					
	Regular	OT	Retro	Vacation	Sick	Holiday	Regular	OT	Vacation	Sick	Holiday	
April 12, 2014	40						39					
April 26, 2014	40						40					
May 10, 2014	40.25						40					
May 24, 2014	40	0.75					32					
June 7, 2014	29.75				8	5.08	40					
June 21, 2014	40						32.25		8			
July 5, 2014	40						40	3.5			5.08	
July 19, 2014	40						40					
August 2, 2014	40						40	1.5				
August 16, 2014	7.5			15	7.5		37.75					
August 30, 2014	38						37.5					
September 13, 2014	23.25				15	7.5	18.25		15			
September 27, 2014	40	1.75	5				38					
October 11, 2014	37.5						37.5					
October 25, 2014	40	1.25					37.5					
November 8, 2014	40	0.5					30		7.5			
November 22, 2014	37.5						30			7.5		
November 22, 2014	36.5						38.5					
December 6, 2014	38.75						39.75					
December 20, 2014	27			7.5			37.75					
January 3, 2014	15					7.5	15				7.5	
January 17, 2015	15.25						22.5					
January 31, 2015	17						15.5					
February 14, 2015	15.5						38.75					
February 28, 2015	40	5.75				5.47	37.75					
March 14, 2015	26		8	8			40	3.25				
March 28, 2015	40	4.25					40	1.5				
April 11, 2015	40	0.5					40					
April 25, 2015	16			16			40	22.75				
May 9, 2015	24						33.25			15		
May 23, 2015	40	5.5					40	1.75				
June 6, 2015	40	3					40	1.5				
June 20, 2015	40	4.25					40	2				

**Andrew Hagerty: Alleged Reduction in Hours During Payroll Period Ending August 16, 2014 (continued)**

Payroll Period Ending	Week 1					Week 2					
	Regular	OT	Retro	Vacation	Sick	Holiday	Regular	OT	Vacation	Sick	Holiday
July 4, 2015	40	2.75					40	1.75			
July 18, 2015	40	1.75					16		22.5		
August 1, 2015	15.75		22.5				24.25				
August 15, 2015	24.25						24				
August 29, 2015	25						24				
September 12, 2015	16						32				7.4
September 26, 2015	27.25						40				
October 10, 2015	40	0.75					40				
October 24, 2015	40	0.5					32.5				
November 7, 2015	40	0.5					40	0.25			
November 21, 2015	40						40	2.75			
December 5, 2015	39.25					6.73	33.5				
December 19, 2015	40						32.25				

**Edgardo Irabon: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1					Week 2			
	Regular	OT	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	39.5					40			
May 24, 2014	40					40			
June 7, 2014	39.75				8	40			
June 21, 2014	40					32.25		8	
July 5, 2014	40	0.25				40	0.25		
July 19, 2014	40					37.5			
August 2, 2014	37.75			7.5		0	37.5		
August 16, 2014	0		30			38.5			
August 30, 2014	38.5					38.5			
September 13, 2014	38.25				7.95	38.25			
September 27, 2014	38.25					38.75			

**Sara Jiminez: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
November 23, 2013	40				40			
December 7, 2013	40			6.7	40			
December 21, 2013	40				40			
January 4, 2014	39.5			8	39.5			8
January 18, 2014	40				16		24	
<b>February 1, 2014</b>	<b>38</b>				<b>37.5</b>			
March 1, 2014	37.5			8	37.5			
March 15, 2014	37.5				37.5			
March 29, 2014	37.5				37.5			
April 12, 2014	37.5				37.25			

**Paulette Murray: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
April 12, 2014	40				40			
April 26, 2014	32	8			40			
May 10, 2014	32	8			40			
May 24, 2014	32				40			
June 7, 2014	40			8	32			
June 21, 2014	32	8	8		32	8		
July 5, 2014	40				40			8
<b>July 19, 2014</b>	<b>40</b>				<b>37.5</b>			
August 2, 2014	37.5				37.5			
August 16, 2014	30				30		7.5	
August 30, 2014	30	7.5			30		8	
September 13, 2014	37.5			7.92	22.5	15		
September 27, 2014	0	37.5			0	37.5		

**Jean Ramkhalawan: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1					Week 2			
	Regular	OT	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	40					40			
May 24, 2014	39.5					40			
June 7, 2014	39.75				7.03	40			
June 21, 2014	40					32		8	
July 5, 2014	40	1.5				40			7.03
<b>July 19, 2014</b>	<b>40</b>	<b>0.25</b>				<b>37.5</b>			
August 2, 2014	30			7.5		7.5	30		
August 16, 2014	37.5					37.5			
August 30, 2014	37.25					30			
September 13, 2014	37.5				8	30		8	
September 27, 2014	<b>37.5</b>			<b>7.5</b>		37.5			

**Vicente Ricarze: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
May 10, 2014	39.5				<b>37.5</b>			
May 24, 2014	31	8			39.25			
June 7, 2014	39.25			7.98	23	16		
June 21, 2014	31.75	8			<b>36</b>			
July 5, 2014	39.25				<b>38</b>			7.92
<b>July 19, 2014</b>	<b>39.5</b>				<b>25.75</b>	<b>7.5</b>		
August 2, 2014	37.5				36.75			
August 16, 2014	37.5				0	37.5		
August 30, 2014	22.25	15			37.5			
September 13, 2014	37.25			7.82	37.5			
September 27, 2014	37.5				25.5		8	
October 11, 2014	37				37.5			
October 25, 2014	37.5				36.75			

**Dawn-Marie Sormani: Alleged Reduction in Hours During Payroll Period Ending March 28, 2015**

Payroll Period Ending	Week 1				Week 2				
	Regular	OT	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
January 17, 2015	40	5.75				34.75			
January 31, 2015	24			16		0	40		
February 14, 2015	40	0.25				37.5			
February 28, 2015	37.75				7.5	30.25	8		
March 14, 2015	40	1.5				38			
<b>March 28, 2015</b>	<b>37.75</b>					<b>36.5</b>	<b>1.33</b>		
April 11, 2015	37.5					37.5			
April 25, 2015	38					37.75			
May 9, 2015	37.75					37.5			
May 23, 2015	37.75					38.25			
June 6, 2015	30				7.5	37.5			

**Donna Timms: Alleged Reduction in Hours During Payroll Period Ending February 1, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
November 9, 2013	40				40			
November 23, 2013	0	40			0	40		
December 7, 2013	40			8	40			
December 21, 2013	40				38	2		
January 4, 2014	40	0.5		8	40			8
January 18, 2014	40				30	8		
<b>February 1, 2014</b>	<b>38</b>				<b>37.5</b>			
February 15, 2014	37.5				30		7.5	
March 1, 2014	37.5			8	37.5			
March 15, 2014	34.5		3		37.5			
March 29, 2014	37.5				37.5			

**Allan Tolentino: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
April 12, 2014	39.75				38.25			
April 26, 2014	39.25				32		8	
May 10, 2014	39.5				39.75			
May 24, 2014	38.25				32.5	8		
June 7, 2014	31.5			8	15.75			
June 21, 2014	39.5				40			
July 5, 2014	31.25	8			39.5			7.5
July 19, 2014	39.25				29.5		7.5	
August 2, 2014	37.5				37.5			
August 16, 2014	37				37.25			
August 30, 2014	29.75		7.5		39			
September 13, 2014	37.75			7.43	38.75			
September 27, 2014	38.75				29.75	7.5		

**Shiril Tom: Alleged Reduction in Hours During Payroll Period Ending February 1, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
November 9, 2013	40				40			
November 23, 2013	40				40			
December 7, 2013	40			7.5	39.75			
December 21, 2013	40				40			
January 4, 2014	40			7.5	39.75			7.5
January 18, 2014	40				40			
February 1, 2014	38				37.5			
February 15, 2014	37.5				30	8		
March 1, 2014	37.5			7.5	37.5			
March 15, 2014	37.5				37.5			
March 29, 2014	23				23			

**George Varghese: Alleged Reduction in Hours During Payroll Period Ending July 19, 2014**

Payroll Period Ending	Week 1				Week 2			
	Regular	Vacation	Sick	Holiday	Regular	Vacation	Sick	Holiday
April 12, 2014	40				40			
April 26, 2014	32		8		24	8	8	
May 10, 2014	40				40			
May 24, 2014	40				40			
June 7, 2014	32	8		8	40			
June 21, 2014	40				40			
July 5, 2014	40				27.5	8		8
July 19, 2014	32	7.5			38			
August 2, 2014	37.5				37.5			
August 16, 2014	37.5				0	37.5		
August 30, 2014	37.5				30	7.5		
September 13, 2014	37.5			7.98	37.5			
September 27, 2014	37.5				25.5		8	