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Alexandria Care Center, LLC and Rosalinda Zuniga.
Case 31–CA–140383

June 2, 2020

DECISION AND ORDER

BY CHAIRMAN RING AND MEMBERS KAPLAN
AND EMANUEL

On December 14, 2017, Administrative Law Judge Jeffrey D. Wedekind issued a decision in this case. The Respondent filed exceptions and a supporting brief, the General Counsel filed an answering brief, and the Respondent filed a reply brief.

On November 21, 2018, the Board issued a Notice to Show Cause why the issue of whether the Respondent's Employment Dispute Resolution (EDR) Program violates Section 8(a)(1) of the National Labor Relations Act should not be remanded to the judge for further proceedings in light of the Board's decision in *Boeing Co.*, 365 NLRB No. 154 (2017).¹ The Respondent and the General Counsel each filed a response opposing remand. Because the only issue in this case is the facial lawfulness of the EDR Program, which is already part of the record before us, we agree with the parties that a remand is unnecessary.

The National Labor Relations Board² has considered the decision and the record in light of the exceptions and

¹ In *Boeing*, the Board overruled the “reasonably construe” prong of the *Lutheran Heritage* standard that governed whether maintenance of a policy that does not expressly prohibit Sec. 7 activity nevertheless violates Sec. 8(a)(1) of the Act. *Lutheran Heritage Village-Livonia*, 343 NLRB 646, 647 (2004) (*Lutheran Heritage*). Under *Boeing*, the Board first determines whether a challenged rule or policy, reasonably interpreted, would potentially interfere with the exercise of rights under Sec. 7 of the Act. If not, the rule or policy is lawful. If so, the Board determines whether an employer violates Sec. 8(a)(1) of the Act by maintaining the rule or policy by evaluating two things: “(i) the nature and extent of the potential impact on NLRA rights, and (ii) legitimate justifications associated with the rule.” *Boeing*, slip op. at 3 (emphasis omitted). In conducting this evaluation, the Board will strike a proper balance between the asserted business justifications and the invasion of employee rights in light of the Act and its policies, viewing the rule or policy from the employees' perspective. *Id.* As a result of the *Boeing* analysis, “the Board will delineate three categories” of work rules:

Category 1 will include rules that the Board designates as lawful to maintain, either because (i) the rule, when reasonably interpreted, does not prohibit or interfere with the exercise of NLRA rights; or (ii) the potential adverse impact on protected rights is outweighed by justifications associated with the rule. . . .

Category 2 will include rules that warrant individualized scrutiny in each case as to whether the rule would prohibit or interfere with NLRA rights, and if so, whether any adverse impact on NLRA-protected conduct is outweighed by legitimate justifications.

briefs and has decided to affirm the judge's rulings, findings, and conclusions only to the extent consistent with this Decision and Order.

Facts

Since at least October 2011, the Respondent has maintained its EDR Program. The EDR Program broadly subjects to binding arbitration employment-related disputes between the Respondent and any of its employees who are not covered by a collective-bargaining agreement. However, the EDR Program also specifically provides that employees do not waive their rights under the National Labor Relations Act and that employees retain the right to pursue disputes before federal administrative agencies. In relevant part, the EDR Program provides as follows:

Covered Disputes

The EDR Program covers disputes arising out of or relating to your employment with [] us (including your application for employment), except as expressly set forth below. Disputes covered under the EDR Program pertain to, among other things, claims related to discipline, discrimination, fair treatment, harassment, termination and other legally protected rights. The EDR Program also covers all employment-related disputes between you and all of our other employees, managers and affiliates, both in their individual and representative capacities, and as a result all employment-related disputes between you and any of those persons and/or entities

Category 3 will include rules that the Board will designate as *unlawful* to maintain because they would prohibit or limit NLRA-protected conduct, and the adverse impact on NLRA rights is not outweighed by justifications associated with the rule.

Id., slip op. at 3–4 (emphasis in original). The subdivisions of Category 1 were subsequently redesignated 1(a) and 1(b). See *LA Specialty Produce Co.*, 368 NLRB No. 93, slip op. at 2 fn. 2 (2019). Placement of a rule or policy in Category 1(a) does not result from balancing NLRA rights and legitimate justifications. See *id.*, slip op. at 2 (noting that, for a Category 1(a) rule, “there is no need for the Board to take the next step in *Boeing* of addressing any general or specific legitimate interests justifying the rule”). Other aspects of *Lutheran Heritage* remain intact, including the question of whether a challenged rule or policy explicitly restricts activities protected by Sec. 7. 343 NLRB at 646.

² Member Emanuel, who is recused, is a member of the panel but did not participate in this decision on the merits.

In *New Process Steel v. NLRB*, 560 U.S. 674 (2010), the Supreme Court left undisturbed the Board's practice of deciding cases with a two-member quorum when one of the panel members has recused himself. Under the Court's reading of the Act, “the group quorum provision [of Sec. 3(b)] still operates to allow any panel to issue a decision by only two members if one member is disqualified.” *New Process Steel*, 560 U.S. at 688; see also, e.g., *NLRB v. New Vista Nursing & Rehabilitation*, 870 F.3d 113, 127–128 (3d Cir. 2017); *D. R. Horton, Inc.*, 357 NLRB 2277, 2277 fn. 1 (2012), *enfd.* in relevant part 737 F.3d 344 (5th Cir. 2013); *1621 Route 22 West Operating Co.*, 357 NLRB 1866, 1866 fn. 1 (2011), *enfd.* 725 Fed. Appx. 129 (3d Cir. 2018).

must be resolved through the EDR Program if and to the extent that the dispute would be required to be resolved through the EDR Program if it were between you and us.

Disputes not covered under the EDR Program are claims for or related to workers' compensation (this does not apply to Texas Occupational Injury), unemployment benefits, health, welfare and retirement benefits and claims by us for injunctive relief to protect trade secrets and confidential information, and any other claims that, under applicable state or federal statutory law (including regulations promulgated thereunder) and/or case law, expressly cannot be subject to arbitration or similar alternative dispute resolution procedures (however, you and we may nonetheless voluntarily choose to resolve those claims under the EDR Program). The EDR Program does not constitute a waiver of your rights under the National Labor Relations Act, but [] we may seek to enforce the EDR Program (including its class and collective action provisions) and seek dismissal of any lawsuit filed under the National Labor Relations Act.

You retain the right to pursue employment disputes before federal or state administrative agencies. Nothing in the EDR Program prevents you from filing a claim with a federal or state administrative agency or from cooperating in a federal or state agency investigation.

Discussion

Applying the “reasonably construe” prong of *Lutheran Heritage*, the judge found that the Respondent violated Section 8(a)(1) because employees would reasonably read the EDR Program to interfere with their right to file unfair labor practice charges with the Board.³ The same day, the Board issued its decision in *Boeing*, in which it overruled the “reasonably construe” prong of *Lutheran Heritage*, announced a new standard for evaluating the lawfulness of facially neutral rules and policies, and decided to apply the new standard retroactively to all pending cases. 365 NLRB No. 154, slip op. at 2–3, 16–17.

Subsequently, in *Prime Healthcare Paradise Valley, LLC*, we held that “an arbitration agreement that explicitly prohibits the filing of claims with the Board or, more generally, with administrative agencies must be found unlawful” because “[s]uch an agreement constitutes an explicit prohibition on the exercise of employee rights under the Act.” 368 NLRB No. 10, slip op. at 5 (2019). We further stated that where an arbitration agreement does not contain such an explicit prohibition but, rather, is facially

neutral, the standard set forth in *Boeing* applies. *Id.* Under that standard, the Board determines whether the arbitration agreement at issue, “when reasonably interpreted, would potentially interfere with the exercise of NLRA rights.” *Boeing*, 365 NLRB No. 154, slip op. at 3. The “when reasonably interpreted” standard, which is objective, considers how the wording of the rule, policy, or other provision at issue would be interpreted from the perspective of an objectively reasonable employee, who does not view every employer policy through the prism of the NLRA. See *LA Specialty Produce*, 368 NLRB No. 93, slip op. at 2.

Recently, in *Anderson Enterprises, Inc. d/b/a Royal Motor Sales*, we addressed the lawfulness of an employer policy that required employees to arbitrate employment-related disputes but also included “savings” language that informed employees that they are free to file charges with the Board. 369 NLRB No. 70 (2020). The coverage language of the policy at issue in *Anderson Enterprises*, when reasonably interpreted, included claims arising under the Act. However, the policy’s savings clause provided, “Claims may be brought before an administrative agency but only to the extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before . . . the National Labor Relations Board.” *Id.*, slip op. at 1. We found that the savings clause was sufficiently prominent within the policy, as it immediately followed the sentence providing for arbitration of “any” claims. *Id.*, slip op. at 3. Further, the savings clause specifically and affirmatively stated that employees may bring claims and charges before the Board. Accordingly, we concluded that the policy could not be reasonably understood to potentially interfere with employees’ access to the Board and its processes and that it was lawful under *Boeing* Category 1(a). *Id.*, slip op. at 4 (stating that *Boeing* Category 1(a) consists of “rules that are lawful because, when reasonably interpreted, they would have no tendency to interfere with Section 7 rights”).

Here, the Respondent’s EDR Program requires arbitration of employment-related disputes, which would certainly include claims arising under the Act. However, like the savings clause in *Anderson Enterprises*, the EDR Program savings clause makes clear that employees retain the right to file unfair labor practice charges with the Board, stating that “[t]he EDR Program does not constitute a waiver of your rights under the National Labor Relations

³ The judge did not find, and the General Counsel does not argue, that the EDR Program is unlawful on the ground that its prohibition of class or collective actions applies to charges filed with the Board. Accordingly, we do not address that issue. See generally *Briad Wenco, LLC*

d/b/a Wendy’s Restaurant, 368 NLRB No. 72, slip op. at 2 fn. 4 (2019) (class- and collective-action waiver in arbitration agreement was lawful where it did not require employees to pursue claims that were not being arbitrated, such as a Board charge, in an individual capacity).

Act” Further, the sentence immediately following the savings clause reiterates employees’ right to pursue claims before federal administrative agencies.⁴ Finally, we note that the EDR Program’s savings clause is set forth prominently within the policy, in the section entitled “Covered Disputes.”

In finding the rule unlawful, the judge, in part, pointed to the language stating that the Respondent “may seek to enforce the EDR Program (including its class and collective action provisions) and seek dismissal of any lawsuit filed under the National Labor Relations Act.” He agreed with the General Counsel that employees would reasonably conclude that filing unfair labor practice charges with the Board would be futile because the Respondent could seek to have them dismissed pursuant to the EDR Program. The judge reasoned that, “if the Company itself, as the author of the EDR Program, believes the provisions afford it a right to have any unfair labor practice charges dismissed, certainly employees would reasonably interpret them the same way.”

We disagree with the judge. The savings clause clearly states that employees do not waive their rights under the Act and that they retain the right to pursue employment disputes before federal administrative agencies. Further, objectively reasonable employees would understand that if they file charges with the Board, the Respondent may defend itself with various procedural and substantive arguments, the merits of which will be decided by the Board. We do not find that the Respondent’s vaguely worded reference to potential future litigation would, in the context of the savings clause, lead employees to believe that filing Board charges would be futile.

Further, in *Anderson Enterprises*, we overruled several pre-*Boeing* decisions holding that certain savings clauses provided only illusory rights to access the Board when they were contained in agreements that broadly required employees to arbitrate all employment-related claims, e.g., *Ralph’s Grocery Co.*, 363 NLRB No. 128 (2016), and *Lincoln Eastern Management Corp.*, 364 NLRB No. 16 (2016), both of which the judge relied on here.⁵ The savings clause in *Lincoln Eastern Management* provided that employees may file charges with the Board, but that

⁴ Several pages later, under a section entitled “Frequently Asked Questions,” the EDR Program document states:

Q: Will I be able to go to the Equal Employment Opportunity Commission (EEOC) or the appropriate state Human Rights Commission with this program in effect?

A: Yes. You are still free to consult the appropriate state Human Rights Commission, the EEOC, or any other regulatory body regarding your workplace problem as provided under “Covered Disputes” above. We have designed the EDR Program to help employees resolve their concerns and disputes fairly and quickly and hope that the EDR Program will resolve all disputes to everyone’s satisfaction. However, we

“following the appropriate administrative processes . . . is a prerequisite to the filing of any related arbitration.” *Id.*, slip op. at 2–3. The Board interpreted that language to suggest that it would be futile to file a charge because all disputes are ultimately resolved through arbitration. In *Anderson Enterprises*, we overruled *Lincoln Eastern Management*, explaining that, where a savings clause explicitly states that employees may bring charges or claims to the Board,

objectively reasonable employees would understand that the inclusion of such language in a legal document is intended to, and does, describe their legal rights in precisely the manner that the text explicitly states: employees have the right to file charges with the Board. And of course, once an employee exercises that right, the Board’s power to act is unaffected by any agreement, including arbitration agreements.

369 NLRB No. 70, slip op. at 4–5. The Board further noted that “[s]ection 10(a) of the Act makes clear that the Board’s authority to prevent unfair labor practices ‘shall not be affected by any other means of adjustment or prevention that has been or may be established by *agreement*, law, or otherwise.’” *Id.* (citing 29 U.S.C. § 160(a)) (emphasis added).

The same principles apply here. Because the EDR expressly states that employees retain their rights under the National Labor Relations Act, we do not believe that a reasonable employee would interpret the Respondent’s statement about arguments it might make to the Board as interfering with the exercise of those rights. Accordingly, we conclude that the EDR Program is lawful under *Boeing* Category 1(a).

ORDER

The complaint is dismissed.

Dated, Washington, D.C. June 2, 2020

John F. Ring,

Chairman

respect every employee’s personal right to utilize government programs in instances where the employee has a legal right to do so.

⁵ The judge also relied on *Professional Janitorial Service of Houston*, 363 NLRB No. 35 (2015). That decision is inapposite because it concerned the adequacy of an exclusion clause (which carves out or excludes certain claims from the scope of the arbitration agreement), whereas the clause at issue here is a savings clause (which provides that employees retain the right to file charges with the Board even if the agreement otherwise includes claims arising under the Act within its scope). See *Anderson Enterprises, Inc.*, 369 NLRB No. 70, slip op. at 5 fn. 11.

Marvin E. Kaplan, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD

*Joelle Mervin & Steven Wyllie, Esqs., for the General Counsel.
Gordon A. Letter, Esq. (Littler Mendelson, PC), for the Respondent Company.*

DECISION

JEFFREY D. WEDEKIND, Administrative Law Judge. This is another case involving employer mandatory arbitration provisions. The Respondent Company, a California skilled nursing facility, has maintained such provisions in its Employment Dispute Resolution (EDR) Program since at least October 2011, and has required its unrepresented employees, including Charging Party Zuniga, to sign and become bound by it as a condition of employment.¹ The General Counsel alleges that, by doing so, the Company has violated Section 8(a)(1) of the National Labor Relations Act because the provisions would reasonably be read by employees as prohibiting or restricting their right to file unfair labor practice charges with the Board.²

In relevant part, the EDR Program states as follows:

Introduction

....

Our Employment Dispute Resolution (EDR) Program provides a process and the resources for finding solutions to employment-related disputes. . . . [T]he EDR Program incorporates four steps: (1) Open Door, (2) Facilitation, (3) Mediation and (4) Arbitration. If the parties cannot mutually resolve the dispute in the first three steps, you and we have agreed to submit the dispute to an outside, impartial arbitrator and to accept the decision of the arbitrator as final and binding.

....

Your decision to apply for, accept or continue employment with the Company or, as applicable, accept bonus or other discretionary payments or awards in conjunction with your employment, constitutes your agreement to be bound by the EDR Program. Likewise, we agree to be bound by the EDR Program in return for your agreement to be bound. This mutual agreement means that both you and we are bound to use the EDR Program as the only means of resolving employment-related disputes on issues covered by the EDR Program. However, no remedies that otherwise would be available to you or us in a court of law for claims or disputes that you or we may have against one another will be forfeited by virtue of the agreement to use and be bound by the EDR Program.

¹ There is also no dispute, and the record establishes, that the Board has jurisdiction.

² On June 2, 2017, the General Counsel and the Company filed a joint motion requesting that this issue be decided based on an attached stipulated record. (According to the motion, Charging Party Zuniga is not

....

Employment Dispute Resolution

- *Provides four steps for resolving work-related disputes.*

....

Effective Date, Duration and Impact of the EDR Program Upon Your Employment

The EDR Program is the process for resolving most work-related disputes between you and us, including, but not limited to, disputes concerning legally protected rights such as freedom from discrimination, retaliation or harassment. It remains effective for the entire length of your employment and continues in effect should your employment end. For job applicants, the EDR Program remains effective during and after the application process. All employees and job applicants must use the EDR Program as the sole means of resolution of disputes covered by the EDR Program.

....

Employees Covered by the EDR Program

The EDR Program covers all management and non-union employees, as well as all job applicants. The EDR Program does not apply to employees who are covered by a collective-bargaining agreement.

Covered Disputes

The EDR Program covers disputes arising out of or relating to your employment with [] us (including your application for employment), except as expressly set forth below. Disputes covered under the EDR Program pertain to, among other things, claims related to discipline, discrimination, fair treatment, harassment, termination and other legally protected rights. The EDR Program also covers all employment-related disputes between you and all of our other employees, managers and affiliates, both in their individual and representative capacities, and as a result all employment-related disputes between you and any of those persons and/or entities must be resolved through the EDR Program if and to the extent that the dispute would be required to be resolved through the EDR Program if it were between you and us.

Disputes not covered under the EDR Program are claims for or related to workers' compensation (this does not apply to Texas Occupational Injury), unemployment benefits, health, welfare and retirement benefits and claims by us for injunctive relief to protect trade secrets and confidential information, and any other claims that, under applicable state or federal statutory law (including regulations promulgated thereunder) and/or case law, expressly cannot be subject to arbitration or similar alternative dispute resolution procedures (however, you and we may nonetheless voluntarily choose to resolve those claims

participating in this proceeding.) The motion was granted on September 8, and the General Counsel and the Company subsequently filed briefs on November 3. The case was originally assigned to another administrative law judge, but was reassigned on December 7.

under the EDR Program). The EDR Program does not constitute a waiver of your rights under the National Labor Relations Act, but [] we may seek to enforce the EDR Program (including its class and collective action provisions) and seek dismissal of any lawsuit filed under the National Labor Relations Act.

You retain the right to pursue employment disputes before federal or state administrative agencies. Nothing in the EDR Program prevents you from filing a claim with a federal or state administrative agency or from cooperating in a federal or state agency investigation.

....

Frequently Asked Questions

....

Q. Will I be able to go to the Equal Employment Opportunity Commission (EEOC) or the appropriate state Human Rights Commission with this program in effect?

A. Yes. You are still free to consult the appropriate state Human Rights Commission, the EEOC, or any other regulatory body regarding your workplace problem as provided under “Covered Disputes” above. We have designed the EDR Program to help employees resolve their concerns and disputes fairly and quickly and hope that the EDR Program will resolve all disputes to everyone’s satisfaction. However, we respect every employee’s personal right to utilize government programs in instances where the employee has a legal right to do so.

The General Counsel contends that the Company’s unrepresented employees would reasonably conclude that the foregoing provisions preclude them from filing unfair labor practice charges with the Board because: (1) the first paragraph under “covered disputes” states that the EDR Program covers “among other things, claims related to discipline, discrimination, fair treatment, harassment, termination and other legally protected rights” and “all employment-related disputes between” employees and other employees, managers and affiliates; and (2) although the subsequent two paragraphs state that the EDR Program “does not constitute a waiver” of employee rights under the National Labor Relations Act, and that employees “retain the right to pursue employment disputes before” and to “fil[e] a claim with,” federal or state administrative agencies, the Company reserves the right to “seek to enforce the EDR Program . . . and seek dismissal of any lawsuit filed under the National Labor Relations Act.” The General Counsel argues that employees would reasonably conclude from these provisions that filing unfair labor practice charges with the Board would be futile because the Company could seek to have them dismissed pursuant

³ The Company does not argue that the word “lawsuit” was intended, or would reasonably be construed by employees, to mean something other than an unfair labor practice charge filed with the Board. Indeed, the Company’s brief concedes that employees “are likely to understand ‘lawsuit’ in its general meaning of going to a government office and filing a complaint.”

⁴ The Company alternatively argues that the “reasonably construe” test should be abandoned for the reasons set forth in the dissenting

to the mandatory dispute resolution provisions of the EDR Program.

The General Counsel’s argument is generally supported by Board precedent. See *Lincoln Eastern Management Corp.*, 364 NLRB No. 16, slip op. at 2–3 (2016); *Ralph’s Grocery Co.*, 363 NLRB No. 128, slip op. at 1–2 (2016); and *Professional Janitorial Service of Houston, Inc.*, 363 NLRB No. 35, slip op. at 3 (2015) (mandatory arbitration provisions are unlawful if employees would reasonably conclude from the language that filing a charge with the Board would be futile because the charge would ultimately have to be arbitrated). Further, the Company fails to offer any real or genuine response to it. The Company argues that the provisions “merely convey the thought that if [the Company] is sued, it will try to prevail in the case.” However, this argument mischaracterizes the plain language of the provisions. The provisions do not indicate that the Company could seek dismissal on the merits; rather, they indicate that it could seek dismissal pursuant to the mandatory dispute resolution provisions of the EDR Program. And if the Company itself, as the author of the EDR Program, believes the provisions afford it a right to have any unfair labor practice charges dismissed, certainly employees would reasonably interpret them the same way.³

The Company also argues that Zuniga’s unfair labor practice charges in this case, which she filed in October 2014 and February 2015 notwithstanding her previous agreement to be bound by the EDR Program, show that employees would not reasonably construe the provisions to prohibit or restrict filing charges. However, the “reasonably construe” test is an objective one; whether a particular employee was actually restrained from filing charges is irrelevant. See, e.g., *Conagra Foods, Inc.*, 361 NLRB 944, 960 (2014), *enfd.* in relevant part 813 F.3d 1079, 1090–1091 (8th Cir. 2016).⁴

Finally, the Company also argues that Zuniga’s charges are barred by Section 10(b) of the Act because they were not filed and served within 6 months of either the date she signed the EDR Program in October 2011 or the date she was terminated in December 2012. However, this argument is meritless as well. The Board has consistently held that the maintenance of an unlawful workplace rule or policy is a continuing violation. See *Bloomingtondale’s, Inc.*, 363 NLRB No. 172, slip op. at 1 fn. 1 (2016); and cases cited there.

Accordingly, the Company violated Section 8(a)(1) of the Act by maintaining the EDR Program, as alleged.

ORDER⁵

The Respondent, Alexandria Care Center, LLC, Los Angeles, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

opinion in *William Beaumont Hospital*, 363 NLRB No. 162, slip op. at 7 (2016). However, administrative law judges must follow current Board precedent unless and until it is rejected by the Supreme Court. *Western Cab Co.*, 365 NLRB No. 78, slip op. at 1 fn. 4 (2017).

⁵ 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.

(a) Maintaining a mandatory arbitration policy that employees reasonably would believe bars or restricts them from filing charges with the National Labor Relations Board.

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

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

(a) Rescind its Employment Dispute Resolution (EDR) Program or revise it to make clear to employees that it does not bar or restrict them from filing charges with the National Labor Relations Board.

(b) Notify all current and former employees who were required to sign or otherwise become bound to the EDR Program that it has been rescinded or revised, and provide them with a copy of the revised policy, if any.

(c) Within 14 days after service by the Region, post the attached notice marked "Appendix" at its facility in Los Angeles, California and all other facilities where the EDR Program is or has been maintained in effect.⁶ Copies of the notice, on forms provided by the Regional Director for Region 31, 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, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of this proceeding, Respondent has gone out of business or closed the facilities where the EDRP has been unlawfully maintained, Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees employed by Respondent at any time since August 24, 2014.

(d) Within 21 days after service by the Region, file with the Regional Director 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., December 14, 2017

APPENDIX
NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

⁶ 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

An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose 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 maintain a mandatory arbitration policy that our employees reasonably would believe bars or restricts them from filing charges with the National Labor Relations Board.

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

WE WILL rescind our Employment Dispute Resolution (EDR) Program or revise it to make clear that it does not bar or restrict you from filing charges with the National Labor Relations Board.

WE WILL notify all current and former employees who were required to sign or otherwise become bound to the EDR Program that it has been rescinded or revised, and provide them with a copy of the revised policy, if any.

ALEXANDRIA CARE CENTER, LLC

The Administrative Law Judge's decision can be found at www.nlr.gov/case/31-CA-140383 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940



United States Court of Appeals Enforcing an Order of the National Labor Relations Board."