

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

In a Matter Between: )  
)  
NATIONAL NURSES ORGANIZING )  
COMMITTEE- TEXAS/NATIONAL )  
NURSES UNITED (BAY AREA )  
HEALTHCARE GROUP, LTD. d/b/a ) Case 16-CB-225123  
CORPUS CHRISTI MEDICAL CENTER, an )  
indirect subsidiary of HCA Holdings, Inc.)  
Respondent, )  
)  
and )  
)  
ESTHER MARISSA ZAMORA, an Individual )  
Charging Party. )  
\_\_\_\_\_ )

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**RESPONDENT’S BRIEF IN SUPPORT OF LIMITED CROSS-EXCEPTIONS TO  
ADMINSTRATIVE LAW JUDGE’S DECISION**

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NATIONAL NURSES ORGANIZING COMMITTEE/  
NATIONAL NURSES UNITED (NNOC/NUU)  
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## **I. INTRODUCTION<sup>1</sup>**

Pursuant to NLRB Rules and Regulations §102.46(c), Respondent National Nurses Organizing Committee-Texas/National Nurses United (the “Union”) files this brief in support of its limited cross-exceptions to limited portions of the Administrative Law Judge Decision (“ALJD”) issued by the Administrative Law Judge (the “Judge”) in JD-29-20 on June 24, 2020.

## **II. STATEMENT OF FACTS**

The Judge found there to be a “neutrality agreement” between the Union, or an affiliate of the Union, and HCA Holdings, based on a position letter, dated October 17, 2018, in Case 16-CA-225103, by counsel for HCA Holdings and Bay Area Healthcare Group, LTD. d/b/a Corpus Christi Medical Center (the “Employer” or “CCMC”). That position letter was received into evidence as GC Exh. 7.

In this position letter, HCA Holdings/Employer counsel is responding to a Region 16 Board Agent’s questions about Case 16-CA-225103. At page 4 of GC Exh. 7, the Board Agent asks “[i]s Corpus Christi Medical Center/HCA Holdings currently party to a neutrality agreement with NNOC-Texas and/or NNU?” In response to this question, HCA Holdings/Employer counsel wrote that “HCA Holdings, Inc. is party to an agreement with California Nurses Association, of which NNOC-Texas, NNU is an affiliate. That agreement requires the parties and their affiliates to conduct their relationships in a manner consistent with mutual respect and joint commitment to problem solving. The agreement does not govern the terms and conditions of employment of bargaining unit employees at CCMC.” (GC Exh. 7).

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<sup>1</sup> “Tr. \_\_\_\_” refers to the pages and line numbers of the transcript of the hearing in this matter. “GC Exh.” refers to General Counsel’s Exhibits. “R Exh.” refers to Respondent’s Exhibits. “CP Exh.” refers to Charging Party’s Exhibits. “Joint Exh.” refers to Joint Exhibits. “JD slip op. at \_\_\_\_” refers to the pages and line numbers of the Administrative Law Judge’s June 24, 2020 Decision.

Also at page 4 of GC Exh. 7, the Board Agent asks “[d]oes this neutrality agreement limit the way in which Corpus Christi Medical Center/HCA Holdings can deal with bargaining unit employees? If so, please provide an explanation of such limitations and corroborating documentary evidence.” HCA Holdings/Employer counsel replied that “[t]he agreement provides that neither CCMC nor HCA Holdings shall encourage or support decertification, but does not limit how they can deal with bargaining unit employees.” (GC Exh. 7).

### **III. ARGUMENT**

HCA Holdings/Employer counsel pointedly acknowledges existence of an agreement but never terms it a “neutrality agreement.” Nor does HCA Holdings/Employer counsel state that the agreement to which he is referring requires Employer neutrality in any situation raising a question concerning representation. Although the Judge accepted GC Exhibit 7 into evidence and has found that HCA Holdings, Inc. is party to an agreement with the Union or an affiliate of the Union that “does not affect the terms and conditions of employment of bargaining unit employees,” findings to which the Union does not take exception, the Judge’s finding that this agreement constitutes a “neutrality agreement” is not supported by the record evidence and was in error.

DATED: October 14, 2020

Respectfully submitted,

NATIONAL NURSES ORGANIZING COMMITTEE/  
NATIONAL NURSES UNITED (NNOC/NU)  
LEGAL DEPARTMENT

/s/ Micah Berul

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Micah Berul  
Counsel for Respondent, NNOC-Texas/NU

**PROOF OF SERVICE**

The undersigned hereby declares under penalty of perjury that I am a citizen of the United States, over the age of eighteen years, not a party to the within action and that my business address is 155 Grand Avenue, Oakland, California 94612.

On the date below, I served the foregoing document entitled

**RESPONDENT NATIONAL NURSES ORGANIZING COMMITTEE –  
TEXAS/NATIONAL NURSES UNITED’S ANSWERING BRIEF TO GENERAL  
COUNSEL’S EXCEPTIONS**

**RESPONDENT NATIONAL NURSES ORGANIZING COMMITTEE –  
TEXAS/NATIONAL NURSES UNITED’S ANSWERING BRIEF TO CHARGING  
PARTY’S EXCEPTIONS**

**RESPONDENT’S LIMITED CROSS EXCEPTIONS TO  
ADMINISTRATIVE LAW JUDGE’S DECISION**

**RESPONDENT’S BRIEF IN SUPPORT OF CROSS-EXCEPTIONS  
TO ADMINISTRATIVE LAW JUDGE’S DECISION**

via Electronic Mail as follows:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 14, 2020, at Oakland, California.

/s/ Tym Tschneaux  
Tym Tschneaux