

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

NEW VISTA NURSING AND REHABILITATION CENTER

and

Case: 22-CA-179497

**SEIU 1199, UNITED HEALTHCARE WORKERS
EAST**

**MOTIONS TO TRANSFER AND CONTINUE MATTER BEFORE THE BOARD AND
FOR DEFAULT JUDGMENT**

The Acting General Counsel, by the undersigned Counsel for the Acting General Counsel (CAGC), hereby files with the National Labor Relations Board (the Board), pursuant to Sections 102.24(b) and 102.56(c) of the Board's Rules and Regulations, these motions to transfer and continue matter before the Board and for default judgment, and in support of said motions alleges as follows:

1. On June 21, 2017, the Board issued its Order (Board's Order), adopting in the absence of exceptions, the Administrative Law Judge's Decision (ALJD) in *New Vista Nursing and Rehabilitation Center*, Case 22-CA-179497 (JD(NY)-10-17)(ALJD) and ordered that New Vista Nursing and Rehabilitation Center (Respondent) take the action set forth in the ALJD. Specifically, the Board's Order directed Respondent to take certain affirmative actions including, *inter alia*, to (1) upon request of the Union, rescind the unilaterally implemented changes in employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016, and (2) make all affected employees whole, with interest, for any losses they suffered or expenses they incurred as a result of

Respondent's unlawful action. A copy of the ALJD and Board's Order are attached as GCX 1 and GCX 2, respectively.

2. Thereafter, Respondent failed to comply with the Board's Order. The General Counsel filed a petition for enforcement in the United States Court of Appeals for the Third Circuit, and the Third Circuit issued its Judgment enforcing the Board's Order on October 5, 2017. A copy of the Third Circuit's Judgment is attached as GCX 3.

3. Because a controversy exists over the amount of reimbursement due under the terms of the Board's Order, the Regional Director for Region 22 issued a Compliance Specification and Notice of Hearing on December 22, 2020 (the Specification), setting the matter for hearing on March 23, 2021, and served a copy of the Specification on Respondent. A copy of the Specification and affidavit of service are attached as GCX 4 and GCX 5, respectively.

4. In the paragraph of the Specification, "Answer Requirement," Respondent was notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it was required to e-file an Answer to the Specification by January 12, 2021, and that failure to do so would result in the allegations in the Specification being deemed admitted to be true and so found by the Board. Respondent failed to file an Answer by January 12, 2021.

5. On January 13, 2021, the General Counsel transferred the instant case from Region 22 to Region 29 (GCX 8).

6. By letter dated January 14, 2021, the Region e-mailed Respondent, whereby the Region extended the due date for Respondent to file and serve its Answer until January 21, 2021. The letter also informed Respondent that, if an Answer was not filed by January 21, 2021, a Motion for Default Judgment would be filed with the Board. A copy of this letter, and the email

message sending the letter are attached as GCX 6 and GCX 7, respectively. The e-mail sent to Respondent was not returned as undeliverable to the Region.

7. On February 1, 2021, the Acting General Counsel transferred the instant case from Region 29 to Region 1 (GCX 9).

8. To date, Respondent has failed to file an Answer to the Specification.

9. Section 102.56(c) of the Board's Rules states the effect of a respondent's failure to file an answer:

(c) Failure to answer or to plead specifically and in detail to backpay allegations of specification.—If the Respondent fails to file any answer to the specification within the time prescribed by this section, the Board may, either with or without taking evidence in support of the allegations of the specification and without further notice to the Respondent, find the specification to be true and enter such order as may be appropriate. If the Respondent files an answer to the specification but fails to deny any allegation of the specification in the manner required by paragraph (b) of this section, and the failure to deny is not adequately explained, such allegation will be deemed admitted as true, and may be so found by the Board without the taking of evidence supporting such allegation, and the Respondent will be precluded from introducing any evidence controverting the allegation.

10. Section 102.24(b) of the Board's Rules provides that all motions, including a motion for default judgment (summary judgment), be filed with the Board no later than 28 days prior to the scheduled hearing:

(b) All motions for summary judgment or dismissal must be filed with the Board no later than 28 days prior to the scheduled hearing. Where no hearing is scheduled, or where the hearing is scheduled less than 28 days after the date for filing an answer to the complaint or compliance specification, whichever is applicable, the motion must be filed promptly. Upon receipt of the motion, the Board may deny the motion or issue a Notice to Show Cause why the motion may not be granted. If a Notice to Show Cause is issued, the hearing, if scheduled, will normally be postponed indefinitely.

11. Despite having been advised of the filing requirements, Respondent has failed to file an Answer to the Specification. Furthermore, Respondent has not shown any good cause to

justify its failure to file an Answer. This failure, coupled with the specific allegations of the Specification, provide the basis for seeking default judgement before the Board.

12. Based on the failure of Respondent to file the Answer under Section 102.56(c) of the Board's Rules, CAGC respectfully submits that the Board should deem all the allegations of the Specification to be true and issue an appropriate default judgment order. *Pas LLC*, 364 NLRB No. 139 (2016); *Met Hotel Detroit/Troy*, 360 NLRB No. 75 (2014); *Lintrac Services, Inc.*, 359 NLRB No. 153 (2013).

NOW THEREFORE, in accordance with Section 102.56 and Section 102.24 of the Board's Rules, CAGC respectfully requests that the Board grant these motions and 1) transfer and continue this matter before it; 2) issue a show cause order to Respondent why the Board should not issue a default judgment in the above captioned case; and 3) issue a default judgment in the above-captioned case, ruling that the allegations of the Specification be deemed admitted to be true, and issue a Supplemental Decision and Order containing such finding of facts, conclusions of law, and order in accordance with the allegations of the Specification.

DATED at Boston, Massachusetts, this 17th day of February 2021.

/s/ Andyeliz Papaleo
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JD(NY)-10-17
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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
NEW YORK BRANCH OFFICE
DIVISION OF JUDGES

NEW VISTA NURSING AND
REHABILITATION CENTER

and

Case 22–CA–179497

1199 SEIU UNITED HEALTHCARE
WORKERS EAST

Sharon C. Chau, Esq., of Newark, New Jersey,
for the General Counsel.

David F. Jasinski, Esq., of Newark, New Jersey,
for the Respondent.

Patrick J. Walsh, Esq. and
William S. Massey, Esq. of New York, New York,
for the Charging Party.

DECISION

STATEMENT OF THE CASE

KENNETH W. CHU, Administrative Law Judge. This case was tried in Newark, New Jersey, on January 17, 2017, pursuant to a complaint issued by Region 22 of the National Labor Relations Board (NLRB) on October 28, 2016.¹

The complaint states that at all times since March 13, 2008, the 1199 SEIU United Healthcare Workers East (Union) has been the exclusive collective-bargaining representative of the following employees of New Vista Nursing and Rehabilitation Center (Respondent) constituting a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees excluding Registered Nurses, Licensed Practical Nurses, first cook, dietician, telephone operator, professional employees, office clerical employees, supervisors, watchmen and guards.

The complaint alleges that (1) since about May 26, 2016, the Union has requested, in writing, that Respondent furnish the Union with the following information: all documentation regarding new insurance, lists of all employees with their corresponding date of hire, status, medical coverage, and rate of pay; (2) since about July 25, 2016, the Union has requested, in writing, that Respondent furnish the Union with the following information regarding employee Dwayne Mollet: his personnel file, the entire file of the Respondent's investigation concerning Mollet's discharge, witness statements, time clock record for the past 6 months, and schedules

¹ All dates are in 2016 unless otherwise noted.

and job assignments for the past 3 months; (3) since about July 25, 2016, the Union has requested, in writing, that Respondent furnish the Union with the following information regarding employee Marie Gresseau: her personnel file, the entire file of the Respondent's investigation concerning Gresseau's suspension and discharge, witness statements, evaluation papers for a year, schedules, and job assignments for the past 3 months. The complaint alleges that the information requested is necessary for the Union to perform its duties as the exclusive collective-bargaining representative of the unit.

The complaint further states that about June 1, 2016, the Respondent changed the plan, pricing, and provider of health insurance for the bargaining unit employees. The complaint alleges these are items relating to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining.

The Respondent timely filed an answer denying the material allegations in the complaint (GC Exh. 1).²

On the entire record, including my assessment of the witnesses' credibility³ and my observation of their demeanor at the hearing and corroborating the same with the adduced evidence of record, and after considering the brief filed by the General Counsel, I make the following

FINDINGS OF FACT

I. JURISDICTION AND UNION STATUS

The Respondent, a corporation with an office and place of business in Newark, New Jersey, operates a nursing facility and rehabilitation center, where it derived gross revenues valued in excess of \$100,000 and purchased and received at its Newark, New Jersey facility, goods valued in excess of \$5000 directly from points outside the State of New Jersey. The Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. *The change in the health insurance plan*

The counsel for the General Counsel argues that the Respondent unilaterally changed the bargaining unit health insurance and medical benefits plan, effective June 1, without first notifying the Union and offer to bargain over the changes. It is maintained that the Union became aware of the changes only after being informed by its members.

The counsel for the Respondent does not dispute that the Respondent has a long established relationship with the Union. It asserts that after a change in ownership of the facility

² The exhibits for the General Counsel are identified as "GC Exh." and the Respondent's exhibits are identified as "R. Exh." Only the General Counsel submitted a posthearing brief, which is identified as "GC Br." The hearing transcript is referenced as "Tr."

³ Witnesses testifying at the hearing included Marie Ty, William Massey, Clauvice Saint Hilaire, and Steve Kleiman.

on March 1, the new owners shortly realized that the medical insurance plan (plan) provided in the collective-bargaining agreement was not being properly administrated. The Respondent realized that an emergent situation was apparent when medical invoices were not been paid under the health plan and lawsuits were being filed against some employees for nonpayment of their medical bills. The Respondent asserts that it took appropriate steps to safeguard the welfare of the unit employees by changing the health insurance provider, effective on June 1.

Marie Ty (Ty) testified that she has been employed by the Union since 2010 as serves as an administrative organizer. She is responsible for representing union members, help guide their contracts and provide various services. Ty has previously served as the organizer for the unit employees at the Respondent's Newark, New Jersey facility from October 2010 to August 19, 2016. Ty is presently with the Union's New York division. Ty stated that the healthcare provider during the time she was the organizer in New Jersey was the United Health Plus (Tr. 16–20; GC Exh. 2: Benefit Summary of the health plan).⁴

Ty testified that she learned of the change in the health insurance provider and benefits plan in May 2016 after she was informed by the unit employees and a union delegate. Ty said that a union delegate provided her with a leaflet that was given to the employees notifying them of a change in the health insurance plan, effective June 1. The leaflet stated that a representative will be present on May 18 and 19 to conduct employee benefit enrollment (GC Exh. 5; Tr. 23, 24).

2. *The union's information request on the new medical plan*

Ty asserted that Respondent never informed the Union that the health coverage had changed prior to her receiving the flyer. Ty filed a grievance on May 26 over the change. The grievance stated that there were "arbitrary changes of medical insurance-the Union was not notify (sic) regarding the change" (GC Exh. 3). Pursuant to the grievance, Ty also made an information request on the same day. The information request was for "All documentation regarding the new insurance" and "List of all employees with their corresponding date of hire, status, medical coverage, and rate of pay" (GC Exh. 4; Tr. 19–22).

Ty stated that the information request was necessary for an investigation into the changes under the new health plan and for identifying the employees affected by the changes in the plan. Ty said that her information request was made to Lowell Fein (Fein), who is the present administrator of the nursing facility. A meeting on the grievance was scheduled for June 29 with Fein. Ty said the meeting never occurred because Fein cancelled the meeting by email to her on June 28 (GC Exh. 6). Fein suggested and Ty agreed to a rescheduled date of July 8 for their meeting. Ty reminded Fein on July 1 of their meeting and the information she requested for the grievance meeting. According to Ty, Fein agreed and said he was getting the documents together for the Union (Tr. 22, 24-26).

When Ty arrived at Fein's office on July 8, the business manager informed her that Fein had left the building. Ty attempted to reschedule their meeting and emailed Fein on July 14 with a copy of the email to the business manager. Ty expressed disappointment of the cancelled meeting after stating that it was Fein who had suggested the two previous dates and then failed to meet. Ty suggested July 19 for their meeting. Ty ended her email by stating that "This will be the last opportunity to discuss this matter" (Tr. 26, 27; GC Exh. 6).

⁴ The United Health Plus insurance plan is administrated by the Garden State Administrators.

Ty repined that Fein never met with her after she had sent the email to her. The record shows that the new health insurance plan was implemented on June 1. Ty testified that a copy of the plan was given to her by one of the delegates (GC Exh. 7).

53.

The Respondent's

*reasons for changing the
health insurance plan*

10 Steve Kleiman (Kleiman) is a part owner of the Respondent's facility since 1999, but took a more active role in the management of the facility beginning at the late February/March 2016 timeframe.⁵ Kleiman testified that one of the first problems that came to his attention was the administration of the Respondent's health insurance plan. Kleiman stated that all workers are covered under this plan, including nonunion and management employees. Kleiman realized a problem with the plan when several employees approached him in March and told him that 15 their medical bills were not being paid by the insurance provider. Kleiman stated that he was not aware of the problems until after he became an operating partner (Tr. 71).

20 Kleiman testified that he contacted the Garden State administrators to discuss the problem. Kleiman testified that he met at least three times with an administrator by the name of David Rubenstein. Kleiman maintained that Rubenstein told him various stories, such as the medical bills were not appropriate; that they already been paid; that there were issues with an administrator's children, which did not make sense to him. Kleiman recalled at least 15-20 25 medical bills that had not been paid and the situation was getting worse because retired employees were now complaining about the nonpayment of their medical bills. Kleiman also testified to a lawsuit that was recently filed by a worker covered under the health plan against the Respondent and the insurance provider for nonpayment of the worker's medical bill. Kleiman also noted outstanding medical invoices incurred by a worker covered under the health plan and a demand for payment of over \$7000.00 dollars by the hospital for medical services that were provided in July and August 2015. Kleiman stated that the demand for payment of the 30 medical services rendered in the previous year was still outstanding as of August 2016 (Tr. 58-67, 72-75; R. Exhs. 1 and 2).

35 Ty testified that she was aware that some medical bills were not being paid by the insurance provider as early as May 2016. Ty said that she visited Fein on several occasions about the unpaid medical bills in May and was informed by Fein that the Respondent was aware of the problem and is taking steps to "do something about it" (Tr. 35-36).

40 Kleiman testified that he finally realized that the insurance administrator was not performing his duties and he was not getting any credible answers from Garden State. Kleiman decided to seek advice from consultants and colleagues working in nursing facilities about his problem and the types of health plan coverage that was available. According to Kleiman, he was told that his current benefits package under the plan was a joke. Based upon his assessment and the information provided by others, Kleiman contacted Total Plan Concepts, which manages the Magnacare health insurance plan in April or early May (GC Exh. 7). 45 Kleiman decided to go with Total Plan as the new health insurance provider after a benefits package was put together for him in May and it was rolled out on May 18.

Kleiman stated that he has not received one complaint about the new insurance plan

⁵ The Respondent has two owners. Kleiman testified that he is part owner with his brother, Brian Kleiman. Kleiman replaced the former operating partner by the name of George Weinberger (Tr. 70).

5 since it became effective on June 1. Kleiman did not inform the Union of the change because he believed that the new plan was better for everyone, including the union members, nonmembers and management employees. He also felt that since the collective-bargaining agreement was due to expire on June 30, the parties would be negotiating a new agreement, which would have included the negotiation of a health insurance and benefits package at that time (Tr. 67-69; 78-84).

10 William F. Massey (Massey) testified that he was and is counsel to the Union and had engaged in four bargaining sessions with the Respondent over a new contract. He stated that David Jasinski (Jasinski), counsel for the Respondent, was also at the four bargaining sessions. Massey testified that he was aware from his client that the bargaining unit's medical insurance plan had changed on or about June 1. Massey was not aware of the change prior to June 1, but raised the issue with Jasinski at the first bargaining session on September 8. Massey told
15 Jasinski at the bargaining session that it was an illegal unilateral change and demand that the Respondent reinstate the former plan and the employer could propose a different plan and the parties would negotiate over the proposal at a bargaining session. According to Massey, Jasinski replied that he was not counsel to the Respondent at the time of the change and was not willing to negotiate the matter at this time. Massey was made aware of some legal issues involving the Garden State administrator and the prior operator of Respondent's facility in phone
20 conversations with Jasinski. Massey asserted Jasinski never mentioned that the change was necessary due to an emergent situation at any bargaining sessions (Tr. 38-44).

25 Clauvice Saint Hilaire (Hilaire) testified that she is the vice president of the Union and has been involved in the four bargaining sessions between the Union and the Respondent. Hilaire stated that the issue with the unilateral change in the health insurance plan was raised at each session and the Union wanted a return to the former plan and the parties would then bargain from that point. Hilaire said that Jasinski's response was that he was not legal counsel to the Respondent at that time and cannot "say anything" (Tr. 44-47).

30 Hilaire testified that she was aware in April/May 2016 that medical bills of the unit employees were not been paid under the former insurance plan. She was aware of only one employee with a large unpaid medical bill. She does not recall any discussions with Ty over the unpaid medical bills but agreed that unpaid medical bills would have been an issue of concern for the Union (Tr. 49-51).

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4.

*The Union's**information request on the grievances*

40 On July 25, the Union filed a grievance on the discharge of Dwayne Mollet (Mollet) (GC Exh. 8). Ty made a request for information regarding the grievance on the same day. Ty sought information on (1) grievant's personnel file; (2) the entire file of the employer's investigation into the matter; (3) witnesses statements; (4) schedules for the past 3 months and job assignments; and (5) time clock record for the past 6 months (GC Exh. 9). Ty testified that the request for information was sent to Fein (Tr-29-31).

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50 On July 25, the Union also filed a grievance on behalf of Marie Gresseau on her suspension and subsequent termination (GC Exh. 10). On the same day, Ty made a request for information to Fein regarding information needed for the grievance, to include (1) grievant's personal file; (2) the entire file of the employer's investigation into the matter; (3) witnesses statements; (4) schedules for the past 3 months and job assignments; and (5) evaluation papers for a year (GC Exh.11).

Ty testified that the information for Mollet was needed to determine his work shifts, work schedule, and any documents relating to the charge against him. Ty said the information for Gresseau related to a charge of patient abuse and the Union needed to know her assignment, work schedule, and any documents relating to the charge of abuse (Tr. 32-33).

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Ty left the Union's New Jersey Division in August and testified she has no knowledge as to the status of the information request or the two grievances after she left (Tr. 34).

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Hilaire also confirmed Ty's testimony that the Union never received any response from the Union's information request on the Respondent's disciplinary actions against Mollet and Gresseau (GC Exh. 9 and 11; Tr. 47-49).

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Hilaire testified that the grievance on Mollet was resolved by the parties and the Union signed the settlement agreement towards the end of October. Hilaire also stated Gresseau's grievance was resolved during the first week of October. Hilaire stated that there were no communications regarding the two grievances between the Union and the Respondent from the time Ty departed on August 19 until the grievances were resolved in October. Hilaire recalled one phone conversation during the first week in September wherein she renewed her information request on the two grievances but received no response from Fein (Tr. 52-56).

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DISCUSSION AND ANALYSIS

1. The Respondent violated Section 8(a)(5) and (1) of the Act when it refused and failed to provide the relevant information requested

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The General Counsel contends that the Respondent unlawfully failed and refused to provide the Union with information that was relevant and necessary to the Union in connection with processing grievances filed with regard to the discipline of two unit employees and when the Union made an information request in regard to the new health insurance plan and for a list of unit employees with their date of hire, status, medical coverage, and rate of pay in violation of 8(a) (5) and (1) of the Act (GC Br. at 10).

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The Respondent argues that the outstanding information request on the two grievances is moot because the grievances were amicably and quickly resolved by the Respondent and the Union. The Respondent also maintains that the information request regarding the new insurance plan, list of unit employees with their date of hire, status, medical coverage, and rate of pay were provided to the General Counsel pursuant to a subpoena request (Tr. 7-9).

40

It is well settled that an employer is obligated to furnish information requested by its employees' collective-bargaining agent that is relevant and necessary to the Union's bargaining responsibilities and contract negotiations. *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979). The Respondent has a statutory obligation to provide the Union with requested information that is relevant and necessary to the Union's performance of its duties as collective-bargaining representative—including deciding whether to process grievances. *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435–436 (1967); *Centura Health St. Mary-Corwin Medical Ctr.*, 360 NLRB No. 82, slip op. at 1 (2014).

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The burden is on the employer, once relevance is established, to provide an adequate explanation or valid defense to its failure to provide the information in a timely manner. *Woodland Clinic*, supra, *Coca-Cola Bottling Co.*, 311 NLRB 424, 425 (1993).

There is no dispute that the Respondent simply ignored the Union's information request

on the two grievances. At the hearing, the Respondent maintains that the information request is moot because the two grievances were subsequently resolved by the parties. The request for information on both grievances was made on July 25 and one grievance was resolved in the first week in October and the second one resolved in late October. The two unit employees were reinstated without backpay and other employee emoluments.

In my opinion, the information sought on the grievances is relevant. Had the information been provided to the Union at the start of the grievance process, the Union would have been in a better position to perform its duties as the collective-bargaining representative, including negotiating better settlement agreements for its employees. Without the information requested, the Union was at a disadvantage in not knowing if a less severe discipline would have been appropriate under similar situations with other employees or that the information may shed some light for the Union to demand back wages for the discharged employees in addition to reinstatement. In *U.S. Postal Service*, 332 NLRB 635, 636 (2000), the Board adopted the judge's recommendation finding that while the underlying grievance was settled, this does not render the issue (of the request for information) moot.

The Respondent did not provide a defense as to its failure and refusal to provide the Union's request for information on the new insurance health plan and a list of unit employees affected under the plan at the time the request was made. As to information regarding the unit employees, there is a presumption that the information is relevant to the Union's bargaining obligation. The information request on the new health and benefits package plan is obviously relevant and necessary for contract negotiations and, therefore, a mandatory subject of bargaining. *Hen House Market No. 3*, 175 NLRB 596 (1969). It is a violation of 8(a)(5) and (1) of the Act when an employer fails or refuses to provide information requested for contract negotiations. *NLRB v. Truitt Mfg., Co.*, 351 U.S. 149 (1956).

Further, the failure to timely provide the information requested is a separate 8(a)(5) violation of the Act. An employer must timely respond to a union's request seeking relevant information even when the employer believes it has grounds for not providing the information. *Regency Service Carts*, 345 NLRB 671, 673 (2005) ("When a union makes a request for relevant information, the employer has a duty to supply the information in a timely fashion or to adequately explain why the information will not be furnished"); *Kroger Co.*, 226 NLRB 512, 513-514 (1976).⁶ Absent evidence justifying an employer's delay in furnishing such information, such a delay is violative of the Act.

I find that the union was entitled to information about the two grievances and the terms and benefits of the new medical insurance plan at the time it made its initial request, and it is the employer's duty to furnish it as promptly as possible. *Monmouth Care Center*, 354 NLRB 11, 41 (2009); *Woodland Clinic*, 331 NLRB 735, 737 (2000). Here, the Union never received the information on the grievances and the new medical insurance plan until the time of the hearing. As such, an unreasonable delay in furnishing such information is as much of a violation of Section 8(a)(5) as a refusal to furnish the information at all. *Monmouth Care*, supra; *Woodland Clinic*, supra; *Valley Inventory Service*, 295 NLRB 1163, 1166 (1989).

Accordingly, I find that the Respondent failed to timely provide and refused to provide the Union's request for information regarding the health insurance plan and information on the two grievances that was necessary for the Union to perform its duties as the collective-

⁶ The Respondent did not argue that the information was not available. The information requested by the Union on both grievances was eventually turned over to the General Counsel pursuant to subpoena (Tr. 7, 8).

bargaining representative of the unit employees.

2. The Respondent violated Section 8(a)(5) and (1) of the Act when it
Unilaterally Changed the Medical Insurance Plan

The General Counsel also contends that Respondent violated 8(a) (5) and (1) of the Act when it unilaterally implemented a new health insurance plan without notice and an offer to bargain over the changes with the Union (GC Br. at 7). With regard to the unilateral change in the health insurance plan, the Respondent contends that it was acting under an emergent situation because employees were not being paid for their medical expenses in a timely fashion under the former plan and decisive actions had to be taken to resolve the problem.⁷

The Respondent does not dispute that there was a change in the medical insurance plan. The Respondent counters that the change in the plans was necessary due to an emergent situation created by the third-party administrator of the previous health plan; that the collective-bargaining agreement was about to expire and the parties would have the opportunity to negotiate a new health plan; and the new plan was better than the existing plan (Tr. 12-15).

Health insurance benefits for active employees are a mandatory subject of bargaining. *Allied Chemical and Alkali Workers of America, Local Union No. 1 v. Pittsburgh Plate Glass Co., Chemical Div.*, 404 U.S. 157, 159 (1971). The duty to bargain in good faith includes a duty to abstain from unilaterally changing terms and conditions of employment without first bargaining to impasse with the designated representative regarding the changes. *NLRB v. Katz*, 369 U.S. 736, 743 (1962). At the time of impasse, the employer may unilaterally implement its offer. *Litton Financial Printing Div. v. NLRB*, 501 U.S. 190, 198 (1991).

Generally, overall impasse is required before an employer can implement changes in conditions of employment during negotiations. However, the Board in *Bottom Line Enterprises* crafted two exceptions for (1) when a union engages in bargaining delay tactics and (2) “where economic exigencies compel prompt action.” 302 NLRB 373, 374 (1991). The Respondent contends the latter.

The “economic exigency” exception is recognized only in “circumstances which require implementation at the time the action is taken or an economic emergency that requires prompt action.” *RBE Electronics of S.D., Inc.*, 320 NLRB 80, 81 (1995). The Board has limited the economic considerations which would trigger the *Bottom Line* exception to “extraordinary events which are an unforeseen occurrence, having a major economic effect [requiring] the company to take immediate action.” *Hankins Lumber Co.*, 316 NLRB 837, 838 (1995). In *RBE Electronics*, the Board made clear that “[a]bsent a dire financial emergency, economic events such as . . . operation at a competitive disadvantage. . . do not justify unilateral action.” *Id.* at 81, citing *Triple A Fire Protection*, 315 NLRB 409, 414 (1994).

This is not the situation here. The Respondent has not shown that it was operating under a competitive disadvantage under the former insurance plan or that there was a major

⁷ The Respondent again asserted by letter dated March 27, 2017, that the complaint is moot because the Union and the Respondent negotiated a collective-bargaining agreement resolving the allegations in the complaint. The General Counsel disagreed, contending that there were outstanding issues on the unresolved remedies, in particular, any differences in the health insurance premiums paid by the unit employees between the plan in the expired contract and the health plan that was unilaterally implemented by the Respondent.

economic impact with the unpaid medical invoices. On this point, I note that Kleiman testified to numerous unpaid medical invoices and lawsuits, but the Respondent only proffered three

5 unpaid invoices from the same patient and one pending lawsuit (R. Exhs. 1 and 2) in its attempt to establish a major economic effect requiring it to take immediate action.

10 In *RBE Electronics*, the Board also found that there may be other economic exigencies that, although not sufficiently compelling to excuse bargaining altogether, should be encompassed within the exigency exception. The Board in *RBE Electronics*, above at 82, noted “other economic exigencies ... that should be encompassed within the *Bottom Line* exception”

15 [W]here we find an employer is confronted with an economic exigency compelling prompt action short of the type relieving the employer of its obligation to bargain entirely, we will hold under the *Bottom Line Enterprises* exigency exception ... that the employer will satisfy its statutory obligation by providing the union with adequate notice and an opportunity to bargain. In that event, consistent with established Board law in situations where negotiations are not in progress, the employer can act unilaterally if either the union waives its right to bargain or the parties reach impasse on the matter proposed for change.

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In defining the less compelling type of economic exigency, the Board in *RBE Electronics* made clear that the exception will be limited only to those exigencies in which time is of the essence and which demand prompt action. In those cases, the employer will “satisfy its statutory obligation by providing [the union] with adequate notice and an opportunity to bargain over the changes it proposes to respond to the exigency and by bargaining to impasse over the particular matter. In such time sensitive circumstances, however, bargaining, to be in good faith, need not be protected.” *Id.* at 82; see generally *Naperville Ready Mix, Inc.*, 329 NLRB 174, 182–184 (1999).

30 However, “there is a ‘heavy burden’ upon an employer trying to establish application of the exception.” *Cibao Meat Products v. NLRB*, 547 F.3d 336, 340 (2d Cir. 2008). The Board clarified that not all employers’ proposals would meet this exception as “the exception is limited only to those exigencies in which time is of the essence and which demand prompt action.” *Id.* at 82. The employer must “show a need that the particular action proposed be implemented promptly,” that its “proposed changes were ‘compelled,’” and “that the exigency was caused by external events ... beyond the employer’s control, or was not foreseeable.” *Id.*

40 The Respondent has not shown that the unilateral implementation of the medical insurance plan was due to exigent circumstances. Here, the Respondent has not satisfied its obligation under *RBE Electronics*, above, to provide notice and an opportunity to bargain over the change in the medical insurance plan. The Respondent admittedly had decided in late April to change the plan. The decision in late April to change the medical plan was based upon an assessment made by Kleiman of the current medical plan in March when a “number of employees” complained to him about unpaid medical invoices. Kleiman testified he looked into the problem, discussed the matter with the plan’s administrator and essentially got the “run around” before he looked into other plans and consulted with other individuals in the nursing care industry on different medical plans. However, I find that the Respondent could have timely informed the Union and begin bargaining over the need to change before the plan was implemented at any time from March until the unilateral implementation of a different insurance plan on May 18 but did not do so. The Respondent had plenty of time to assess and explore various healthcare plans during this time frame and could informed the Union of the problems it faced and begin bargaining on proposals available to replace the previous medical plan.

50

5 Accordingly, I find that there were no exigent circumstances and time was not an essence for failing to inform the Union and begin bargaining over any proposed new plan.

CONCLUSIONS OF LAW

10 1. The Respondent, New Vista Nursing and Rehabilitation Center, is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union, 1199 SEIU United Healthcare Workers East, is a labor organization within the meaning of Section 2(5) of the Act.

15 3. At all material times, the Union has been the designated exclusive collective-bargaining representative of Respondent's employees employed at its facility in Newark, New Jersey, in the following appropriate unit:

20 All employees excluding Registered Nurses, Licensed Practical Nurses, first cook, dietician, telephone operator, professional employees, office clerical employees, supervisors, watchmen and guards.

25 4. By failing to supply relevant information to the Union in a timely and complete fashion, Respondent has violated Section 8(a)(5) and (1) of the Act.

5. By unilaterally implementing health insurance changes on June 1, 2016, without notice and bargaining with the Union to a lawful overall impasse in negotiations, the Respondent has violated Section 8(a)(5) and (1) of the Act.

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

REMEDY

35 Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, the Respondent shall be required to make whole its employees for any losses they suffered or expenses they incurred, including increased premium costs that resulted from Respondent's unlawful changes in healthcare insurance.
40 Such amounts shall be computed in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).

45 Further, upon request of the Union, rescind the unilaterally implemented changes in employees' healthcare coverage and restore the coverage, copays, and premiums available to employees prior to June 1, 2016, and to provide, upon request, the information on the two grievances and on the medical insurance plan.⁸

⁸ The counsel for the General Counsel request that I order a responsible management official read the notice to the assembled employees or to have a Board agent read the notice in the presence of a responsible management official (GC Br. at 13). I note that the Board has held that in determining whether additional remedies

Continued

ORDER

On these findings of facts and conclusions of law and on the entire record, I issue the following recommended⁹

5

The Respondent, New Vista Nursing and Rehabilitation Center, its officers, agents, successors, and assigns, shall

1. Cease and desist from

10

(a) Unilaterally implementing changes in its medical health insurance plan of its unit employees.

15

(b) Refusing and failing to timely provide information requested by the Union that is relevant and necessary to the Union's bargaining responsibilities and contract negotiations of its unit employees.

20

(c) 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.

25

(a) Upon request of the Union, rescind the unilaterally implemented changes in employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016.

30

(b) Make all affected employees whole, with interest, in the manner set forth in the remedy section of this decision for any losses they suffered or expenses they incurred as a result of the unlawful action by Respondent.

(c) Upon request of the Union, immediately provide the Union with the information requested.

35

(d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination, 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 reimbursement of costs incurred as a result of the change in the employees' healthcare insurance under the terms of this Order.

40

are necessary to fully dissipate the coercive effect of unfair labor practices, it has broad discretion to fashion a remedy to fit the circumstances of each case. *Casino San Pablo*, 361 NLRB No. 148, slip op. at 6–7 (2014); *Excel Case Ready*, 334 NLRB 4, 4–5 (2001). In the instant case, I find that the unfair labor practice of the Respondent New Vista Nursing and Rehabilitation Center does not justify the additional remedy of a notice reading. The General Counsel provided no reasons, and I cannot find any, that would justify a public reading of the notice. I find that New Vista Nursing is not a recidivist Respondent nor has General Counsel argued there are outstanding unfair labor practice charges against the Respondent. I note that the Respondent negotiated and entered into a collective-bargaining agreement with the Union since the time of this hearing. For these reasons, a public reading of the notice is not appropriate.

⁹ If no exceptions are filed as provided by Sec. 102.46 and 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 after service by the Region, post at its Newark, New Jersey facility, where unit employees work, copies of the attached notice in English and Spanish marked "Appendix A."¹⁰ 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 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 June 1, 2016.

(f) 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.



Kenneth W. Chu
Administrative Law Judge

Dated, Washington, D.C. May 4, 2017

¹⁰ 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
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 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 benefits
and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to bargain collectively with the Union (1199 SEIU United Healthcare Workers East) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the employees in the following unit:

All employees excluding Registered Nurses, Licensed Practical Nurses, first cook, dietician, telephone operator, professional employees, office clerical employees, supervisors, watchmen and guards.

WE WILL NOT fail to bargain collectively with the Union by unilaterally implementing changes in terms and conditions of employment of our employees employed in the above described unit, in the absence of an overall lawful bargaining impasse

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, upon request of the Union, rescind the unilaterally implemented changes in unit employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016.

WE WILL make you whole for any losses that you suffered or expenses you incurred as a result of the unlawful action taken against you, with interest.

WE WILL, upon request of the Union, provide the information requested by the Union.

NEW VISTA NURSING AND REHABILITATION CENTER
(Employer)

Dated: _____

By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. 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.

National Labor Relations Board Region 22
20 Washington Place, 5th Floor
Newark, New Jersey 07102
Hours of Operation: 8:30 a.m. to 5 p.m.
973-645-2100

The Administrative Law Judge's decision can be found at www.nlr.gov/case/22-CA-179497 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.



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, 973-645-3784.

Newark, NJ

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

NEW VISTA NURSING AND
REHABILITATION CENTER

and

Case 22-CA-179497

1199 SEIU UNITED HEALTHCARE
WORKERS EAST

ORDER

On May 4, 2017, Administrative Law Judge Kenneth W. Chu of the National Labor Relations Board issued his Decision in the above-entitled proceeding and, on the same date, the proceeding was transferred to, and continued before the Board in Washington, D.C. The Administrative Law Judge found that the Respondent has engaged in certain unfair labor practices, and recommended that it take specific action to remedy such unfair labor practices.

No statement of exceptions having been filed with the Board, and the time allowed for such filing having expired,

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, and Section 102.48 of the National Labor Relations Board Rules and Regulations, the Board adopts the findings and conclusions of the Administrative Law Judge as contained in his Decision, and orders that the Respondent, New Vista Nursing and Rehabilitation Center, its officers, agents, successors, and assigns, shall take the action set forth in the recommended Order of the Administrative Law Judge.

Dated, Washington, D.C., June 21, 2017.

By direction of the Board:

Leigh A. Reardon

Associate Executive Secretary

NATIONAL LABOR RELATIONS BOARD

v.

NEW VISTA NURSING AND REHABILITATION CENTER

ORDER

New Vista Nursing and Rehabilitation Center, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Unilaterally implementing changes in its medical health insurance plan of its unit employees.
 - (b) Refusing and failing to timely provide information requested by the Union that is relevant and necessary to the Union's bargaining responsibilities and contract negotiations of its unit employees.
 - (c) 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) Upon request of the Union, rescind the unilaterally implemented changes in employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016.
 - (b) Make all affected employees whole, with interest, in the manner set forth in the remedy section of this decision for any losses they suffered or expenses they incurred as a result of the unlawful action by Respondent.
 - (c) Upon request of the Union, immediately provide the Union with the information requested.

- (d) Preserve and, within 14 days of a request, make available to the Board or its agents for examination, 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 reimbursement of costs incurred as a result of the change in the employees' healthcare insurance under the terms of this Order.

- (e) Within 14 days after service by the Region, post at its Newark, New Jersey facility, where unit employees work, copies of the attached notice in English and Spanish marked "Appendix A." 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 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 June 1, 2016.

- (f) 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.

APPENDIX

NOTICE TO EMPLOYEES

**POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 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 refuse to bargain collectively with the Union (1199 SEIU United Healthcare Workers East) by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the employees in the following unit:

All employees excluding Registered Nurses, Licensed Practical Nurses, first cook, dietician, telephone operator, professional employees, office clerical employees, supervisors, watchmen and guards.

WE WILL NOT fail to bargain collectively with the Union by unilaterally implementing changes in terms and conditions of employment of our employees employed in the above described unit, in the absence of an overall lawful bargaining impasse

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, upon request of the Union, rescind the unilaterally implemented changes in unit employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016.

WE WILL make you whole for any losses that you suffered or expenses you incurred as a result of the unlawful action taken against you, with interest.

WE WILL, upon request of the Union, provide the information requested by the Union.

NEW VISTA NURSING AND REHABILITATION
CENTER

(Employer)

DATE: _____ 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.

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

NEW VISTA NURSING AND REHABILITATION CENTER

and

Case: 22-CA-179497

**SEIU 1199, UNITED HEALTHCARE WORKERS
EAST**

**COMPLIANCE SPECIFICATION AND
NOTICE OF HEARING**

The National Labor Relations Board, hereinafter referred to as Board, issued its Order, hereinafter referred to as Board's Order, adopting the findings and conclusions of the Administrative Law Judge in this case on June 21, 2017. Thereafter, New Vista Nursing and Rehabilitation Center, hereinafter referred to as Respondent, failed to comply with the Board's Order. General Counsel filed a petition for enforcement in the United States Court of Appeals for the Third Circuit, hereinafter referred to as the Third Circuit, and the Third Circuit issued its Judgment enforcing the Board's Order on October 5, 2017¹ finding Respondent violated Sections 8(a)(1) and (5) of the National Labor Relations Act, and directed Respondent to, among other things:

- A. Upon request of the Union, rescind the unilaterally implemented changes in employees' healthcare coverage, copays, and premiums and restore the coverage, copays, and premiums available to employees prior to June 1, 2016.
- B. Make all affected employees whole, with interest, for any losses they suffered or expenses they incurred as a result of the unlawful action by Respondent.

¹ No. 17-2767

As a controversy exists over the amount of reimbursement is due under the terms of the Board Order, the undersigned, on behalf of the Board, pursuant to Sections 102.54 and 102.55 of the Board's Rules and Regulations, hereby issues this Compliance Specification and Notice of Hearing and alleges that the reimbursement due employees under the Board's Order, as enforced by the Third Circuit, is as follows:

BACKPAY PERIOD AND REMEDY CALCULATION

1. The backpay period begins on June 1, 2016, the date of Respondent's unlawful unilateral change to employees' medical insurance plan.
2. The backpay period ends on March 20, 2017, the date Respondent and the Union finalized bargaining regarding medical insurance and signed a Memorandum of Agreement.
3. Respondent is required to make whole its employees for any losses they suffered or expenses they incurred as a result of Respondent's unlawful unilateral change to health insurance, in accordance with *F.W. Woolworth Co.*, 90 NLRB 289 (1950), with interest as prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010).²

REIMBURSEMENT OF MEDICAL EXPENSES

4. Employees' out-of-pocket medical expenses consist of premium amounts withheld from their paychecks each pay period and the co-pay and/or deductible amounts described in Respondent's medical insurance summary plan description for the expenses incurred for medical services covered by the medical insurance plan.

² Daily compound interest begins to accrue on the date the medical expense was incurred and continues to accrue through the date of payment.

5. Following the Union's demand on or about May 26, 2016 that the unilateral changes be rescinded, Respondent and the Union finalized bargaining regarding medical insurance and signed a Memorandum of Agreement ending the backpay period on March 20, 2017.

6. In the Memorandum of Agreement dated March 20, 2017, the parties agreed that the health insurance in place would continue with some improvements to coverage amounts but no change in premium amounts deducted from employees' paychecks, resulting in no out-of-pocket premium refunds being owed to employees during the backpay period.

7. Respondent's unlawful unilateral change to employees' medical insurance plan resulted in certain employee medical expenses not being paid pursuant to the medical insurance summary plan description in effect during the backpay period described above in paragraphs 1 and 2.

8. Respondent must reimburse employees for out-of-pocket medical expenses incurred as a result of Respondent's unilateral change to the medical insurance, minus any deductibles and/or co-pays that are applicable.

9. (a) On September 26, 2016, employee Veronica Anonyou incurred out-of-pocket medical expenses of \$1,109 for Emergency Room services as a result of Respondent's unlawful change to the medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are 100% covered after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Veronica Anonyou to reimburse her for out-of-pocket medical expenses is \$1,059, which represents the expense incurred minus the deductible amount, as described above in paragraphs 9(a) and 9(b).

10. (a) On November 4, 2016, employee Carlos Cosme incurred out-of-pocket medical expenses of \$246 for medical Lab services as a result of Respondent's unlawful change to the medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X-Ray and Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Carlos Cosme to reimburse him for his out-of-pocket medical expenses is \$226, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 10(a) and 10(b).

11. (a) On September 26, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$351 for Clinic/Office Visit services as a result of Respondent's unlawful change to the medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$331, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 11(a) and 11(b).

12. (a) On September 26, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$234 for an Office/Outpatient Visit for medical care services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office/Outpatient Visit medical services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$214, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 12(a) and 12(b).

13. (a) On October 7, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$136 for Diagnostic services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X Ray and Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$116, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 13(a) and 13(b).

14. (a) On October 7, 2016, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$181 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$161, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 14(a) and 14(b).

15. (a) On November 11, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$718 for Office Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$698, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 15(a) and 15(b).

16. (a) On November 11, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$610 for Outpatient Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Outpatient Services are 100% covered with no co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$610, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 16(a) and 16(b).

17. (a) On November 11, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$5,050 for Outpatient Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Outpatient Services are 100% covered with no co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$5,050, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 17(a) and 17(b).

18. (a) On December 1, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$1,983 for Outpatient Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Outpatient Services are 100% covered with no co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$1,983, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 18(a) and 18(b).

19. (a) On December 1, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$648 for Lab Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X-Ray and Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$628, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 19(a) and 19(b).

20. (a) On December 6, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$1,621 for Hospital Outpatient Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Outpatient Services are 100% covered with no co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$1,621, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 20(a) and 20(b).

21. (a) On December 6, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$711 for Outpatient Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Outpatient Services are 100% covered with no co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$711, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 21(a) and 21(b).

22. (a) On December 16, 2016, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$358 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$338, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 22(a) and 22(b).

23. (a) On January 5, 2017, employee Evangeline Dancel incurred out-of-pocket medical expenses of \$246.85 for Lab Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X-Ray and Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Evangeline Dancel to reimburse her for out-of-pocket medical expenses is \$226.85, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 23(a) and 23(b).

24. (a) On October 19, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expense of \$250 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered at 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$230, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 24(a) and 24(b).

25. (a) On November 2, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$250 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered at 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$230, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 25(a) and 25(b).

26. (a) On November 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$150 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered at 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$130, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 26(a) and 26(b).

27. (a) On November 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$60 for Diagnostic services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic services are covered at 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$40, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 27(a) and 27(b).

28. (a) On November 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$182 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Lab services are covered at 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$162, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 28(a) and 28(b).

29. (a) On December 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$4,600 for out-of-network Anesthesia service as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that out-of-network Anesthesia services are covered at 80% after payment of a \$500 annual deductible for an individual.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$3,280, which represents the expense incurred minus the deductible and co-pay amounts, as described above in paragraphs 29(a) and 29(b).

30. (a) On December 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$82.38 for out-of-network Durable Medical Equipment as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Durable Medical Equipment for an out-of-network provider is covered at 80%.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$65.90, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 30(a) and 30(b).

31. (a) On December 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$4,200 for out-of-network Anesthesia service as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that out-of-network Anesthesia services are covered at 80%.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$3,360, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 31(a) and 31(b).

32. (a) On December 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$2,600 for out-of-network In-Patient Surgical services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that out-of-network In-Patient Surgical services are covered at 80%.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$2,080 which represents the expense incurred minus the co-pay amount, as described above in paragraphs 32(a) and 32(b).

33. (a) On December 30, 2016, employee Ramona Delos Santos incurred out-of-pocket medical expenses of \$13,876 for out-of-network Surgical Center services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that out-of-network Surgical Center services are covered at 80%.

(c) The medical expense reimbursement due Ramona Delos Santos to reimburse her for out-of-pocket medical expenses is \$11,100.80, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 33(a) and 33(b).

34. (a) On June 14, 2016, employee Leamon Dwah incurred out-of-pocket medical expenses of \$605 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Leamon Dwah to reimburse him for out-of-pocket medical expenses is \$585, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 34(a) and 34(b).

35. (a) On August 4, 2016, employee Leamon Dwah incurred out-of-pocket medical expenses of \$776 for Out of Hospital Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Out of Hospital Services are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Leamon Dwah to reimburse him for out-of-pocket medical expenses is \$756, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 35(a) and 35(b).

36. (a) On August 4, 2016, employee Leamon Dwah incurred out-of-pocket medical expenses of \$419 for Preventative Care Services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Preventative Care Services are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Leamon Dwah to reimburse him for out-of-pocket medical expenses is \$399, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 36(a) and 36(b).

37. (a) On October 27, 2016, employee Leamon Dwah incurred out-of-pocket medical expenses of \$112.17 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X-Ray and Lab services are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Leamon Dwah to reimburse him for out-of-pocket medical expenses is \$92.17, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 37(a) and 37(b).

38. (a) On February 20, 2017, employee William Green incurred out-of-pocket medical expenses of \$560 for Anesthesia services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Anesthesia services are 100% covered with no co-pay.

(c) The medical expense reimbursement due William Green to reimburse him for out-of-pocket medical expenses is \$560, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 38(a) and 38(b).

39. (a) On August 8, 2016, employee Tammy Hare incurred out-of-pocket medical expenses of \$723 for Diagnostic Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Tammy Hare to reimburse her for out-of-pocket medical expenses is \$703, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 39(a) and 39(b).

40. (a) On January 9, 2017, employee Apan Harris incurred out-of-pocket medical expenses of \$215 for Diagnostic services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Apan Harris to reimburse her for out-of-pocket medical expenses is \$195, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 40(a) and 40(b).

41. (a) On July 13, 2016, employee Charles McCoy incurred out-of-pocket medical expenses of \$250 for an Office visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Charles McCoy to reimburse him for out-of-pocket medical expenses is \$230, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 41(a) and 41(b).

42. (a) On October 14, 2016, employee Charles McCoy incurred out-of-pocket medical expenses of \$708 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Charles McCoy to reimburse him for out-of-pocket medical expenses is \$688, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 42(a) and 42(b).

43. (a) On June 26, 2016, employee Helena Wiley McCoy incurred out-of-pocket medical expenses of \$1,108.80 for Emergency Room services as a result Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are covered at 100% after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Helena Wiley McCoy to reimburse her for out-of-pocket medical expenses is \$1,058.80, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 43(a) and 43(b).

44. (a) On June 26, 2016, employee Helena Wiley McCoy incurred out-of-pocket medical expenses of \$490 for Emergency Room physician services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are covered at 100% after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Helena Wiley McCoy to reimburse her for out-of-pocket medical expenses is \$440, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 44(a) and 44(b).

45. (a) On September 29, 2016, employee Helena Wiley McCoy incurred out-of-pocket medical expenses of \$748 for Emergency Room services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are covered at 100% after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Helena Wiley McCoy to reimburse her for out-of-pocket medical expenses is \$698, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 45(a) and 45(b).

46. (a) On September 29, 2016, employee Helena Wiley McCoy incurred out-of-pocket medical expenses of \$1,364 for Emergency Room services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are covered at 100% after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Helena Wiley McCoy to reimburse her for out-of-pocket medical expenses is \$1,314, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 46(a) – 46(b).

47. (a) On October 7, 2016, employee Helena Wiley McCoy incurred out-of-pocket medical expenses of \$708 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Helena Wiley McCoy to reimburse her for out-of-pocket medical expenses is \$688, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 47(a) and 47(b).

48. (a) On June 18, 2016, employee Frances Sherman incurred out-of-pocket medical expenses of \$125 for an Office Visit as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Office Visits are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Frances Sherman to reimburse her for out-of-pocket medical expenses is \$105, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 48(a) and 48(b).

49. (a) On January 13, 2017, employee Robin Sutton incurred out-of-pocket medical expenses of \$437 for Diagnostic X-Ray services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Diagnostic X-Ray services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Veronica Robin Sutton to reimburse her for out-of-pocket medical expenses is \$417, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 49(a) and 49(b).

50. (a) On January 17, 2017, employee Robin Sutton incurred out-of-pocket medical expenses of \$539.82 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Veronica Robin Sutton to reimburse her for out-of-pocket medical expenses is \$519.82, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 50(a) and 50(b).

51. (a) On August 25, 2016, employee Lucas Tubercira incurred out-of-pocket medical expenses of \$428.81 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Lab services are 100% covered after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Lucas Tubercira to reimburse her for out-of-pocket medical expenses is \$408.81, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 51(a) and 51(b).

52. (a) On August 24, 2016, employee Kendrick Villegas incurred out-of-pocket medical expenses of \$748 for Emergency Room services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Emergency Room services are 100% covered after payment of a \$50 co-pay.

(c) The medical expense reimbursement due Kendrick Villegas to reimburse him for out-of-pocket medical expenses is \$698, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 52(a) and 52(b).

53. (a) On September 16, 2016, employee Xorine Villegas incurred out-of-pocket medical expenses of \$676 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Lab services are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Xorine Villegas to reimburse her for out-of-pocket medical expenses is \$656, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 53(a) and 53(b).

54. (a) On October 20, 2016, employee Xorine Villegas incurred out-of-pocket medical expenses of \$618 for Lab services as a result of Respondent's unlawful change to medical insurance.

(b) Respondent's medical insurance summary plan description applicable during the backpay period provides that Lab services are covered 100% after payment of a \$20 co-pay.

(c) The medical expense reimbursement due Xorine Villegas to reimburse her for out-of-pocket medical expenses is \$598, which represents the expense incurred minus the co-pay amount, as described above in paragraphs 54(a) and 54(b).

SUMMARY

Summarizing the facts specified above, Respondent is liable for the medical expense reimbursement due to each discriminatee as described above and summarized in **Exhibit A**. The obligation of Respondent to make each discriminatee whole under the Board Order will be discharged by payment to each discriminatee of medical expense reimbursement, plus

interest accrued to the date of payment. The Region Director, or his designee, reserves the right to amend any or all provisions of this Specification by inclusion of information not known to the Regional Director.

WHEREFORE, it is prayed that an Order be entered consistent with the above.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Section 102.56 of the Board's Rules and Regulations, it must e-file an answer to the compliance specification. The answer must be **received by this office on or before January 12, 2021.** Respondent must e-file, in a PDF format, Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer must be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on **E-Gov**, then click on the **E-Filing** link on the pull-down menu. Click on the "File Documents" button under "Regional, Subregional and Resident Offices" and then follow the directions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that such answer be signed and sworn to by the respondent or by a duly authorized agent with appropriate power of attorney affixed. See Section 102.56(a). If the answer being filed electronically is a PDF document containing the required signature, no paper copies of the

answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a compliance specification is not a PDF file containing the required signature, then the E-Filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission.

As to all matters set forth in the compliance specification that are within the knowledge of Respondent, including but not limited to the various factors entering into the computation of gross backpay, a general denial is not sufficient. See Section 102.56(b) of the Board's Rules and Regulations, a copy of which is attached. Rather, the answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge, and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the compliance specification are true. If the answer fails to deny allegations of the compliance specification in the manner required under Section 102.56(b) of the Board's Rules and Regulations, and the failure to do so is not adequately explained, the Board may find those allegations in the compliance specification are true and preclude Respondent from introducing any evidence controverting those allegations.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the **23rd day of March, 2021, 9:30 a.m.** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent

and any other party to this proceeding have the right to present testimony regarding the allegations in this complaint. Pursuant to the Board's rules at 102.35(c), due to "compelling circumstances" created by the current Coronavirus Disease (COVID-19) pandemic and CDC guidelines on mitigating the risk of contracting Coronavirus, the trial in this matter will be conducted remotely via video using Zoom technology. See *Morrison Healthcare*, 369 NLRB No. 76 (2020).

Details regarding how to connect to the hearing will follow. The parties are urged in the meantime to consult and cooperate with the Division of Judges or the assigned Judge regarding how the Judge will conduct the hearing, including how the parties will prepare witnesses, number and offer of documents and exhibits, and whether there will be public access to the hearing. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

DATED at Newark this 22nd day of December, 2020.



David E. Leach III, Regional Director
National Labor Relations Board, Region 22
Veteran's Administration Building
20 Washington Place, 5th Floor
Newark, NJ 07102

Attachments

An		As of 9/9/2020			EXHIBIT A		
22-CA-179497		Backpay period 6/1/2016 through 3/20/2017					
		Copay amounts as listed in Summary Plan Description					
		In Network Assumed for Copay Calculations					
Last Name	First Name	Date of Service	Provider/Bill From	Amount Owed	Category per Summary Plan Description	Copay and Coverage	Amount Owed After Copay
Anonyou	Veronica	9/26/2016	St. Barnabas Emergency Medical Associates	\$1,109.00	Emergency Room	\$50 Copay, then 100% covered	\$1,059.00
Cosme	Carlos	11/4/2016	American Medical Collection Agency/LabCorp	\$246.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$226.00
Dancel	Evangelina	9/26/2016	University Hospital	\$351.00	Clinic/Office Visit	\$20 Copay, then 100% covered	\$331.00
Dancel	Evangelina	9/26/2016	University Hospital - Sushil Ahlawat	\$234.00	Office/Outpatient Services	\$20 Copay, then 100% covered	\$214.00
Dancel	Evangelina	10/7/2016	University Hospital	\$136.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$116.00
Dancel	Evangelina	10/7/2016	University Physicians Assoc - Kamran Hamirani, MD	\$181.00	Office Visits	\$20 Copay, then 100% covered	\$181.00
Dancel	Evangelina	11/11/2016	University Physican Assoc - Yiyun Liu, Provider	\$718.00	Office Visits	\$20 Copay, then 100% covered	\$698.00
Dancel	Evangelina	11/11/2016	University Physican Assoc - Pallavi Solanki, MD	\$610.00	Outpatient Services	100% covered, no deductible	\$610.00
Dancel	Evangelina	11/11/2016	University Hospital	\$5,050.00	Outpatient Services	100% covered, no deductible	\$5,050.00
Dancel	Evangelina	12/1/2016	Universtiy Hospital - Sushil Ahlawat	\$1,983.00	Outpatient Services	100% covered, no deductible	\$1,983.00
Dancel	Evangelina	12/1/2016	University Hospital - Valerie Fitzhugh	\$648.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$628.00
Dancel	Evangelina	12/6/2016	University Hospital	\$1,621.00	Outpatient Services	100% covered, no deductible	\$1,621.00
Dancel	Evangelina	12/6/2016	University Physicans - James Maher, MD	\$711.00	Outpatient Services	100% covered, no deductible	\$711.00
Dancel	Evangelina	12/16/2016	University Hospital	\$358.00	Clinic/Office Visit	\$20 Copay, then 100% covered	\$338.00
Dancel	Evangelina	1/5/2017	Quest Diagnostics	\$246.85	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$226.85
Delos Santos	Ramona	10/19/2016	Pri Med Care PA - Dr. Claudia Berdugo	\$250.00	Office Visits	\$20 Copay, then 100% covered	\$230.00
Delos Santos	Ramona	11/2/2016	Pri Med Care PA - Dr. Claudia Berdugo	\$250.00	Office Visits	\$20 Copay, then 100% covered	\$230.00
Delos Santos	Ramona	11/30/2016	Pri Med Care PA - Dr. Claudia Berdugo	\$150.00	Office Visits	\$20 Copay, then 100% covered	\$130.00
Delos Santos	Ramona	11/30/2016	Pri Med Care PA - Dr. Claudia Berdugo	\$60.00	Office Visits	\$20 Copay, then 100% covered	\$40.00
Delos Santos	Ramona	11/30/2016	American Medical Collection Agency/LabCorp	\$182.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$162.00
Delos Santos	Ramona	12/30/2016	Andrew Boruta	\$4,600.00	Anesthesia	80% out of network, after \$500 annual deductible	\$3,280.00
Delos Santos	Ramona	12/30/2016	Medical Alliance	\$82.38	Durable Medical Equip	80% out of network	\$65.90
Delos Santos	Ramona	12/30/2016	Clifton Colby Davis	\$4,200.00	Anesthesia	80% out of network	\$3,360.00
Delos Santos	Ramona	12/30/2016	Barry Hughes	\$2,600.00	Surgical Services	80% out of network	\$2,080.00
Delos Santos	Ramona	12/30/2016	Health East ASC	\$13,876.00	Surgical Center Service	80% out of network	\$11,100.80
Dwah	Leamon	6/14/2016	NBIMC Dept of Internal Medic	\$605.00	Office Visits	\$20 Copay, then 100% covered	\$585.00
Dwah	Leamon	8/4/2016	United Collection Bureau/UMDNJ Univ Hospital	\$776.00	Out of Hospital Services	\$20 Copay, then 100% covered	\$756.00
Dwah	Leamon	8/4/2016	University Physican Assoc	\$419.00	Office Visits	\$20 Copay, then 100% covered	\$399.00
Dwah	Leamon	10/27/2016	LabCorp	\$112.17	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$92.17
Green	William	2/20/2017	Heritage Financial	\$560.00	Anesthesia	100% covered, no deductible	\$560.00
Hare	Tammy	8/8/2016	NBIMC Dept of Pathology	\$723.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$703.00

Harris	Apan	1/9/2017	Mortaza Jafari MD	\$215.00	Office Visits	\$20 Copay, then 100% covered	\$195.00
McCoy	Charles	7/13/2016	NBIMC Dept of Internal Medic	\$250.00	Office Visits	\$20 Copay, then 100% covered	\$230.00
McCoy	Charles	10/14/2016	NBIMC Dept of Internal Medic	\$708.00	Office Visits	\$20 Copay, then 100% covered	\$688.00
Wiley McCoy	Helena	6/26/2016	Newark Beth Israel Med Ctr	\$1,108.80	Emergency Room	\$50 Copay, then 100% covered	\$1,058.80
Wiley McCoy	Helena	6/26/2016	NBI Emergency Medical Associates	\$490.00	Emergency Room	\$50 Copay, then 100% covered	\$440.00
Wiley McCoy	Helena	9/29/2016	NBI Emergency Medical Associates	\$748.00	Emergency Room	\$50 Copay, then 100% covered	\$698.00
Wiley McCoy	Helena	9/29/2016	Newark Beth Israel Med Ctr	\$1,364.00	Emergency Room	\$50 Copay, then 100% covered	\$1,314.00
Wiley McCoy	Helena	10/7/2016	NBIMC Dept of Internal Medic	\$708.00	Office Visits	\$20 Copay, then 100% covered	\$688.00
Sherman	Frances	6/18/2016	Mortaza Jafari MD	\$125.00	Office Visits	\$20 Copay, then 100% covered	\$105.00
Sutton	Robin	1/13/2017	Imaging Consultants of Essex	\$437.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$417.00
Sutton	Robin	1/17/2017	Quest Diagnostics	\$539.82	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$519.82
Tuberquia	Lucas	8/25/2016	Quest Diagnostics	\$428.81	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$408.81
Villegas	Kendrick	8/24/2016	Clara Maass Emergency Med Associates	\$748.00	Emergency Room	\$50 Copay, then 100% covered	\$698.00
Villegas	Xorine (Xiandra)	9/16/2016	LabCorp	\$676.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$656.00
Villegas	Xorine	10/20/2016	LabCorp	\$618.00	Diagnostic X Ray and Lab	\$20 Copay, then 100% covered	\$598.00

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 22-CA-179497

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Iselin, NJ 08830

Procedures in NLRB Unfair Labor Practice Hearings

The attached compliance specification has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility

of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

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

NEW VISTA NURSING AND REHABILITATION
CENTER

and

Case 22-CA-179497

1199 SEIU UNITED HEALTHCARE WORKERS
EAST

**AFFIDAVIT OF SERVICE OF: Compliance Specification and Notice of Hearing
(with forms NLRB-4338 and NLRB-4668 attached)**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **December 22, 2020**, I served the above-entitled document(s) by **e-Issuance**, as noted below, upon the following persons, addressed to them at the following addresses:

David F. Jasinski, Esq.
Jasinski, P.C.
60 Park Place, 8th Floor
Newark, NJ 07102-5504
djasinski@jplawfirm.com

William S. Massey, Esq.
Patrick J. Walsh, Esq.
Gladstein, Reif & Meginniss, LLP
817 Broadway, 6th Floor
New York, NY 10003-4709
wmassey@grmny.com
pwalsh@grmny.com

Lowell Fein, Administrator
New Vista Nursing & Rehabilitation Center
300 Broadway
Newark, NJ 07104-8000

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

December 22, 2020

Raquel Wilkinson,
Designated Agent of NLRB

Date

Name

/s/ Raquel Wilkinson

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 22-CA-179497

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Newark, NJ 07102-5504
djasinski@jplawfirm.com

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UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

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

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

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

January 14, 2021

David Jasinski, Esq.
Jasinski, P.C.
60 Park Place, 8th Fl
Newark, NJ 07102

Re: New Vista Nursing and Rehabilitation
Center
Case 22-CA-179497

Dear Mr. Jasinski:

On December 22, 2020, a Compliance Specification and Notice of Hearing was issued in the above-referenced case. As explained in the Compliance Specification, Respondent is required to file an Answer to the Compliance Specification. If no Answer is filed, all of the allegations in the Compliance Specification shall be deemed to be admitted and may be so found by the Board. As set forth in the Compliance Specification, Respondent's Answer was due on or before January 12, 2021. To date, no Answer has been filed. If Respondent does not file an Answer by close of business **January 21, 2021**, the Region will file a Motion for Default Judgment with the Board.

Please note that Section 102.56 of the Board's Rules and Regulations requires Respondent to "specifically admit, deny, or explain each of the specifications alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state..." A general denial is not sufficient, and the Answer must state the basis for any disagreement with any allegations that are within the Respondent's knowledge and set forth in detail Respondent's position as to the applicable premises and furnish the appropriate supporting figures.

Please contact me if you have questions or wish to discuss.

Very truly yours,

Rhonda M. Fricke

RHONDA M. FRICKE
Compliance Officer

From: [Fricke, Rhonda M.](#)
To: [David Jasinski](#)
Cc: [Turner Jr., David M.](#)
Subject: New Vista Nursing and Rehabilitation 22-CA-179497
Date: Thursday, January 14, 2021 8:39:43 AM
Attachments: [New Vista - No Answer Received.pdf](#)

Good Morning David-

Please see the attached letter in the above-referenced case.

Thank you!

Rhonda

Rhonda M. Fricke, Compliance Officer
National Labor Relations Board, Region 22

862.229.7055 direct phone

973.645.2100 office receptionist

Rhonda.Fricke@NLRB.gov

Please note that the National Labor Relations Board requires electronic filing of all documents.

See [GC Memo 20-01](#) at www.NLRB.gov

E-filing instructions and guidelines: <http://apps.nlr.gov/myAccount/assets/E-Filing-System-User-Guide.pdf>

Video demonstration with instructions:

https://apps.nlr.gov/myAccount/assets/My%20Account%20Portal%20Overview/story_html5.html.

For assistance with e-filing, please contact E-Filing@NLRB.gov

**NEW VISTA NURSING AND REHABILITATION
CENTER**

and

Case 22-CA-179497

**1199 SEIU UNITED HEALTHCARE WORKERS
EAST**

**AFFIDAVIT OF SERVICE OF: MOTIONS TO TRANSFER AND CONTINUE MATTER
BEFORE THE BOARD AND FOR DEFAULT JUDGMENT**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on February 18, 2021, I served the above-entitled document(s) by **e-Issuance**, as noted below, upon the following persons, addressed to them at the following addresses:

David F. Jasinski, Esq.
Counsel for Charged Party/Respondent
Jasinski, P.C.
60 Park Place, 8th Floor
Newark, NJ 07102-5504
djasinski@jplawfirm.com

William S. Massey, Esq.
Patrick J. Walsh, Esq.
Counsel for Charging Party
Gladstein, Reif & Meginniss, LLP
817 Broadway, 6th Floor
New York, NY 10003-4709
wmassey@grmny.com
pwalsh@grmny.com

02/18/2021

Date

Andyeliz Papaleo, Field Attorney

Name

/s/ Andyeliz Papaleo

Signature