

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34**

HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC; 107 OSBORNE STREET OPERATING COMPANY II, LLC D/B/A DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC D/B/A LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC D/B/A NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC D/B/A WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC D/B/A WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC D/B/A WETHERSFIELD HEALTH CARE CENTER

Case Nos. 34-CA-070823
34-CA-072875
34-CA-073303
34-CA-075226
34-CA-083335

and

NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO

**ORDER FURTHER CONSOLIDATING CASES, SECOND AMENDED
CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board), and to avoid unnecessary costs or delay, IT IS ORDERED THAT the Amended Consolidated Complaint and Notice of Hearing issued on April 30, 2012, in Case Nos. 34-CA-070823, 072875, 073303, and 075226, alleging that HealthBridge Management, LLC, (Respondent HealthBridge); Care Realty, LLC (Respondent Care Realty); 107 Osborne Street Operating Company II, LLC d/b/a Danbury Health Care Center (Respondent Danbury); 710 Long Ridge Road Operating Company II, LLC, d/b/a Long Ridge of Stamford, (Respondent Long Ridge); 240 Church Street Operating Company II, LLC d/b/a Newington Health Care Center (Respondent Newington); 245 Orange Avenue Operating Company II, LLC d/b/a West River Health Care Center (Respondent West River); 1 Burr Road Operating Company II, LLC d/b/a

Westport Health Care Center (Respondent Westport); and 341 Jordan Lane Operating Company II, LLC d/b/a Wethersfield Health Care Center (Respondent Wethersfield) (collectively, Respondents) violated the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act), by engaging in unfair labor practices, is further consolidated with Case No. 34-CA-083335, which alleges that Respondents have engaged in further unfair labor practices within the meaning of the Act.

This Second Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as follows:

1(a) The charge in Case No. 34-CA-070823 was filed by the Union on December 15, 2011, and a copy was served by facsimile transmission and regular mail on Respondent HealthBridge, Respondent Care Realty, and Respondent West River on December 16, 2011.

(b) The amended charge in Case No. 34-CA-070823 was filed by the Union on February 1, 2012, and a copy was served by facsimile transmission and regular mail on Respondents on February 2, 2012.

(c) The charge in Case No. 34-CA-072875 was filed by the Union on January 19, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on January 23, 2012

(d) The amended charge in Case No. 34-CA-070823 was filed by the Union on March 30, 2012, and a copy was served by facsimile transmission and regular mail on Respondents on April 4, 2012.

(e) The charge in Case No. 34-CA-073303 was filed by the Union on January 26, 2012 and a copy was served by facsimile transmission and regular mail on Respondent HealthBridge, Respondent Care Realty, and Respondent Long Ridge on January 27, 2012

(f) The amended charge in Case No. 34-CA-073303 was filed by the Union on March 30, 2012, and a copy was served by facsimile transmission and regular mail on Respondent HealthBridge, Respondent Care Realty, and Respondent Long Ridge on April 2, 2012.

(g) The charge in Case No. 34-CA-075226 was filed by the Union on February 24, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on February 27, 2012

(h) The amended charge in Case No. 34-CA-075226 was filed by the Union on April 27, 2012 and was served by certified mail and regular mail on the Respondents on April 30, 2012.

(i) The charge in Case No. 34-CA-083335 was filed by the Union on June 18, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on June 19, 2012.

(j) The amended charge in Case No. 34-CA-083335 was filed by the Union on July 3, 2012 and a copy was served by facsimile transmission and regular mail on the Respondents on July 6, 2012.

2(a) At all material times, Respondent Care Realty, a limited liability corporation, with its principal offices located at 173 Bridge Plaza North, Fort Lee, New Jersey (the Fort Lee facility) has been engaged in the ownership, leasing, management, financing and operation of real estate, and in the financing, operation and management of nursing homes and long-term care facilities in multiple States, including the following health care entities located in the State of Connecticut: Respondent Danbury, Respondent Long Ridge, Respondent Newington, Respondent West River, Respondent Westport, and Respondent Wethersfield (collectively, Respondent Health Care Centers).

(b) At all material times, Respondent HealthBridge, a limited liability corporation with its principal offices located at the Fort Lee facility, and regional offices in other states including Massachusetts and Connecticut, has been engaged in operating and managing nursing homes and health care facilities in multiple States, including the Respondent Health Care Centers.

(c) At all material times, Respondent Danbury, a limited liability corporation with an office and place of business located in Danbury, Connecticut (the Danbury facility); Respondent Long Ridge, a limited liability corporation with an office and place of business located in Stamford, Connecticut (the Long Ridge facility); Respondent Newington, a limited liability corporation with an office and place of business located in

Newington, Connecticut (the Newington facility); Respondent West River, a limited liability corporation with an office and place of business located in Milford, Connecticut (the West River facility); Respondent Westport, a limited liability corporation with an office and place of business located in Westport, Connecticut (the Westport facility); and Respondent Wethersfield, a limited liability corporation with an office and place of business located in Wethersfield, Connecticut (the Wethersfield facility); have each been engaged in the operation of nursing homes and long term care facilities which provide convalescent and skilled nursing care.

3(a) At all material times, Respondent HealthBridge, Respondent Care Realty and Respondent Health Care Centers have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged personnel with each other; have interrelated operations; and have held themselves out to the public as a single-integrated business enterprise.

(b) Based on the operations described above in paragraph 3(a), Respondent HealthBridge, Respondent Care Realty and Respondent Health Care Centers constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

4(a) At all material times, Respondent HealthBridge and each of the Respondent Health Care Centers have been parties to a contract or contracts which provide, among other things, that Respondent HealthBridge will supply management services to each of the Respondent Health Care Centers in connection with their ownership and operation.

(b) At all material times, Respondent Care Realty has provided oversight of the finances and management of the Respondent Health Care Centers.

(c) At all material times, Respondent HealthBridge and Respondent Care Realty have possessed and exercised control over the labor relations policy of the Respondent Health Care Centers, and administered a common labor policy with respect to the Respondent Health Care Centers, for the employees of the Respondent Health Care Centers.

(d) At all material times, Respondent HealthBridge, Respondent Care Realty, and Respondent Health Care Centers, have been joint employers of the employees of Respondent Health Care Centers.

5(a) During the twelve-month period ending March 31, 2012, Respondent HealthBridge, in conducting its business operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and provided services valued in excess of \$5,000 in States outside the State of New Jersey.

(b) During the twelve-month period ending March 31, 2012, Respondent Care Realty, in conducting its operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and provided services valued in excess of \$5,000 in States outside the State of New Jersey.

(c) During the twelve-month period ending March 31, 2012, each of the Respondent Health Care Centers, in conducting its business operations described above in paragraph 2, derived gross revenues in excess of \$100,000 and purchased and received at its Connecticut facility goods valued in excess of \$5,000 directly from points outside the State of Connecticut.

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

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

(c) At all material times, Respondent Health Care Centers have each been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act, and a health care institution within the meaning of Section 2(14) of the Act.

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

8. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondents within the meaning of Section 2(11) of the Act and agents of the Respondents within the meaning of Section 2(13) of the Act:

Kevin P. Breslin	---	Executive Vice President, Respondent HealthBridge; Executive Vice President, Respondent Danbury; Executive Vice President, Respondent Long Ridge; Executive Vice President, Respondent Newington; Executive Vice President, Respondent West River; Executive Vice President, Respondent Westport; Executive Vice President, Respondent Wethersfield
Albert Lugo, Esq.	---	Executive Vice President, General Counsel, Respondent HealthBridge
Lisa Crutchfield	---	Senior Vice President, Labor Relations Respondent HealthBridge
Daniel E. Straus	---	Member/ part owner, Respondent Care Realty
Moshael J. Straus	---	Member/part owner, Respondent Care Realty
Edmund Remillard	---	Regional Human Resources Director, Respondent HealthBridge
Larry Condon	---	Regional Director of Operations, Respondent HealthBridge; Administrator (former), Respondent Wethersfield; Administrator (former), Respondent Long Ridge; Administrator (former), Respondent Danbury
Polly Schnell	---	Administrator, Respondent Long Ridge
John Kelly	---	Administrator, Respondent Danbury
Michael Pescatello	---	Administrator (former), Respondent Danbury
Jarrett McClurg	---	Administrator, Respondent Newington
Joanne Wallak	---	Administrator, Respondent West River
Marion Najamy	---	Administrator, Respondent Westport
Kim Coleman	---	Administrator (former), Respondent Westport
Cynthia Roessler	---	Administrator, Respondent Wethersfield
Stephen Roizen	---	Administrator (former), Respondent Wethersfield
Liz Carmichael	---	Administrator (former), Respondent Wethersfield
Robert Whitten	---	Administrator (former), Respondent Wethersfield

9. The following employees of Respondents at each of the Respondent Health Care Centers described below each constitute a unit (collectively, the Units) appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

(a) Danbury facility (the Danbury Unit):

All full-time, part-time and per diem/casual RNs, LPNs, and service and maintenance Employees, including certified nurses assistants, therapy aides, housekeeping employees, dietary employees, cooks, laundry employees, payroll clerks, rehabilitation aides, therapeutic recreation directors, receptionists, and maintenance employees employed by Respondent Danbury at its 107 Osborne Ave., Danbury, Connecticut location, but excluding the Director of Nurses, the Assistant Director of Nurses, the infection control nurse, the resident care coordinator, the staff development nurses, the employee health nurses, shift supervisors, unit coordinators, all other Employees, guards, other professional employees and supervisors as defined in the Act.

(b) Long Ridge facility (the Long Ridge Unit):

All full-time, part-time, and per diem/casual service and maintenance Employees, including certified nurses assistants (CNAs), therapy technicians, housekeeping aides, dietary Employees, laundry aides, central supply clerks, relief cooks, unit secretaries, receptionists, medical records clerks, maintenance Employees, Registered Nurses and Licensed Practical Nurses employed by Respondent Long Ridge, including any new or expanded locations of Respondent Long Ridge, but excluding all other Employees, cooks, guards, other professional employees and supervisors as defined in the Act, as amended to date.

(c) Newington facility (the Newington Unit):

All full-time, part-time, and per diem service and maintenance Employees including current categories and future new and changed jobs in the service and maintenance bargaining unit including certified nursing assistants, physical therapy aides, housekeeping Employees, dietary

Employees, cooks, laundry Employees, central supply clerk, nursing office secretary, secretary-receptionist, receptionists, and medical records clerk-receptionist, maintenance Employees, social service designee, therapeutic recreational directors, recreation aides, Registered Nurses and Licensed Practical Nurses employed by Respondent Newington including any new or expanded locations of Respondent Newington but excluding all other Employees, guards, other professional Employees, and supervisors as defined in the Act, as amended to date.

(d) West River facility (the West River Unit):

All full-time, part-time, and per diem/casual service and maintenance and clerical Employees, including certified nursing assistants, occupational therapy aides, ward clerks, dietary aides, cooks, head cooks, housekeeping aides, laundry aides, assistant maintenance supervisor, recreation aides, physical therapy aides, central supply clerk, billing, collections and accounts receivable clerks and medical records clerks employed by Respondent West River at its 245 Orange Avenue, Milford, Connecticut facility, but excluding receptionists, payroll/accounts payable clerks, computer operators, data entry clerks, admissions clerks, licensed practical nurses, registered dietetic technicians, rehabilitation therapy technicians, therapeutic recreation directors, certified technicians, physical therapy assistants, registered nurses, physicians, registered physical therapists, dietitians, registered respiratory therapists, certified respiratory therapy technicians, speech pathologists, social workers, administrative assistants, marketing director, manager of case management, head receptionist/secretary, executive chef, managerial Employees, confidential Employees, technical Employees and all guards, professional employees and supervisors as defined in the Act.

(e) Westport facility (the Westport Unit):

All full-time, regular part-time service, and per diem/casual, service and maintenance Employees, including certified nurses aides (CNAs), dietary aides, cooks, head cooks, housekeeping, laundry and maintenance Employees, central supply clerks, scheduler, rehabilitations aides, recreation assistants and receptionists employed by Respondent Westport at its Westport facility, but excluding all other Employees, registered nurses (RNs), social workers,

licensed practical nurses (LPNs), and other technical Employees, therapeutic recreation directors, medical records clerk, payroll clerk and guards, professional Employees and supervisors as defined in the Act.

(f) Wethersfield facility (the Wethersfield Unit):

All full-time, regular part-time, and per diem service and maintenance Employees including certified nurses assistants, nursing assistants, porters, activity assistants, housekeepers, dietary aides, cooks, cooks helpers, laundry aides, and maintenance Employees, but excluding all professional Employees, all technical Employees, all business office clerical Employees and all guards and supervisors as defined in the National Labor Relations Act, employed at the Center, 341 Jordan Lane, Wethersfield, CT 06109.

10. At all material times, the Union has been the recognized exclusive collective bargaining representative of the Units. Such recognition has been embodied in separate collective bargaining agreements between each of the Respondent Health Care Centers and the Union, which were effective from December 31, 2004 to March 16, 2011 (the 2004-2011 Agreements).

11. At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective bargaining representative of the Units.

12. Since about January 25, 2011, Respondents and the Union have met for the purposes of negotiating successor collective-bargaining agreements to the 2004-2011 Agreements.

13(a) On March 21, 2011, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing issued in Case Nos. 34-CA-12715, 12732, 12765, 12766, 12767, 12768, 12769, 12770, and 12771 alleging, inter alia, that Respondents violated Sections 8(a)(1) and (5) of the Act (herein called the March 21 Complaint).

(b) The unfair labor practices alleged in the March 21 Complaint relate to the terms and conditions of employment of the Units, and such terms and conditions of employment were also the subject of negotiations between the Union and Respondent Health Care Centers during the period described above in paragraph 12.

(c) The March 21 Complaint is pending decision before Administrative Law Judge Steven B. Fish.

14(a) On September 30, 2011, a Complaint and Notice of Hearing issued in Case No. 34-CA-12964 alleging, inter alia, that Respondents violated Section 8(a)(1) of the Act (herein called the September 30 Complaint).

(b) The unfair labor practices alleged in the September 30 Complaint relate to the negotiations between the Union and Respondent Health Care Centers during the period described above in paragraph 12.

(c) The September 30 Complaint is pending before Administrative Law Judge Stephen Davis.

15(a) On October 27, 2011, a Complaint and Notice of Hearing issued in Case No. 34-CA-13064 alleging, inter alia, that Respondents violated Section 8(a)(1) and (5) of the Act (herein called the October 27 Complaint).

(b) The unfair labor practices alleged in the October 27 Complaint relate to the terms and conditions of employment of the Units, and such terms and conditions of employment were also the subject of negotiations between the Union and Respondent Health Care Centers during the period described above in paragraph 12.

(c) The October 27 Complaint is pending before Administrative Law Judge Stephen Davis.

16. During the period of negotiations described above in paragraph 12, Respondents have engaged in the following conduct:

(a) insisted upon proposals that were predictably unacceptable to the Union;

(b) refused to engage in the reasoned discussion of its proposals;

(c) threatened to lockout employees in each of the Units in support of its final bargaining proposals; and

(d) locked out the employees in the West River Unit in support of its final bargaining proposals.

17. On about December 12, 2011, Respondents bypassed the Union and dealt directly with their employees in the Units regarding the resolution of the unfair labor practices alleged in the March 21 Complaint.

18. About February 2, 2012, Respondent Long Ridge discharged its employee Patrick Atkinson.

19. Respondent Long Ridge engaged in the conduct described in paragraph 18 because the named employee of Respondent Long Ridge assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

20. On the dates identified below, Respondents, by the individuals named below, threatened to close the Danbury, Long Ridge, Newington, West River and Westport facilities unless the Union agreed to "concessions", including those referenced above in paragraph 16(a):

- (a) Michael Pescatello, by memorandum dated February 15, 2012;
- (b) Cynthia Roessler, by memorandum dated February 15, 2012;
- (c) Michael Pescatello, by letter dated February 15, 2012
- (d) Lizabeth Carmichael, by letter dated February 22, 2012;
- (e) Ed Remillard, by press release(s) in about February 2012.

21. On April 24, 2012, the Employer presented the Union with a set of proposals which together constituted a comprehensive proposal for an integrated collective bargaining agreement.

22. The proposals described above in paragraph 21 relate to wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for purposes of collective bargaining.

23. By letter dated June 16, 2012, Respondents announced to the Union that Respondents would implement the proposals described above in paragraph 21.

24. On June 17, 2012, Respondents implemented the proposals described above in paragraph 21.

25. Respondent engaged in the conduct described above in paragraph 24 without first bargaining with the Union to a good-faith impasse.

26. By its overall conduct, including the conduct described above in paragraphs 13, 14, 15, 16, 17, 20, 23, 24, and 25, Respondents have failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units.

27. By the conduct described above in paragraphs 16(c) and 20, Respondents have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

28. By the conduct described above in paragraphs 16(d), 18, and 19, Respondents have been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Sections 8(a)(1) and (3) of the Act.

29. By the conduct described above in paragraphs 16, 17, 21, 24, 25 and 26, Respondents have been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

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

REMEDY

As part of the remedy for the unfair labor practices alleged above, the Acting General Counsel seeks the following: (a) an Order requiring that the Notice be read to employees during working time by the Respondents; (b) an order requiring Respondents to rescind the unilaterally implemented terms and conditions of employment described above in paragraph 24, and to reimburse all employees for any lost wages and benefits they incurred as a result of the implementation; (c) an order requiring reimbursement of amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no unfair labor practice; and (d) an order requiring Respondents to submit the appropriate documentation to the Social Security Administration so that when backpay is paid, it will be allocated to the appropriate periods.

The Acting General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

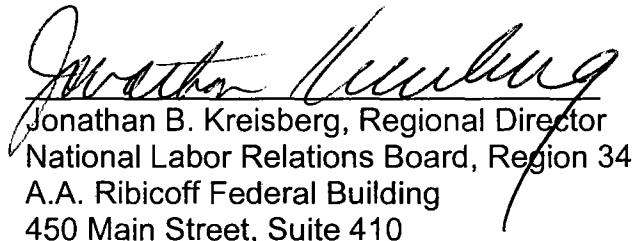
Each Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the amended consolidated complaint. The answer must be **received by this office on or before July 20, 2012, or postmarked on or before July 19, 2012.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **September 10, 2012 at 10:00 a.m.** at the A.A. Ribicoff Federal Building, 450 Main Street, Hartford, Connecticut and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Hartford, Connecticut, this 6th day of July, 2012.


Jonathan B. Kreisberg, Regional Director
National Labor Relations Board, Region 34
A.A. Ribicoff Federal Building
450 Main Street, Suite 410
Hartford, CT 06103