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**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT**

JONATHAN B. KREISBERG, Regional Director of
Region 34 of the National Labor Relations Board, for
and on behalf of the **NATIONAL LABOR
RELATIONS BOARD**

Petitioner

vs.

CIVIL NO.

**HEALTHBRIDGE MANAGEMENT, 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**

Dated: September 7, 2012

Respondent

**PETITION FOR INJUNCTION UNDER SECTION 10(J)
OF THE NATIONAL LABOR RELATIONS ACT, AS AMENDED**

To the Honorable, the Judges of the United States District Court for the District of Connecticut:

Jonathan B. Kreisberg, Regional Director of Region 34 of the National Labor Relations Board, herein called the Board, acting for and on behalf of the Board, petitions this Court pursuant to Section 10(j) of the National Labor Relations Act, as amended [61 Stat. 149; 73 Stat. 544; 29 U.S.C. Sec. 160(j)], herein called the Act, for appropriate injunctive relief pending the final disposition of the charges involved herein pending before the Board. The pending charges allege 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), have engaged in, and are engaging in, acts and conduct in violation of Section 8(a)(1)(3) and (5) [29 U.S.C. Sec. 158(a)(1)(3) and (5)] of the Act. In support thereof, Petitioner respectfully shows:

A. The Petitioner is the Regional Director of Region 34 of the Board, an agency of the United States, and files this petition for and on behalf of the Board.

B. Jurisdiction of this Court is invoked pursuant to Section 10(j) [29 U.S.C. Sec. 160(j)] of the Act.

C. On June 18, 2012, New England Health Care Employees Union, District 1199, SEIU, herein called the Union, filed the charge in Case No. 34-CA-083335, which was amended on July 3, 2012, alleging that Respondents have been engaging in unfair labor practices in violation of Section 8(a)(1)(3) and (5) [29 U.S.C. Sec. 158(a)(1)(3) and (5)] of the Act. A copy of the charge and amended charge in Case No. 34-CA-083335 is attached hereto, marked as Exhibits A and B, respectively, and made a part hereof.

D. On June 18, 2012, the Union filed the charge in Case No. 34-CA-084717, which was amended on July 11, 2012, alleging that Respondents have been engaging in unfair labor practices in violation of Section 8(a)(1)(3) and (5) [29 U.S.C. Sec. 158(a)(1)(3) and (5)] of the Act. A copy of the charge and amended charge in Case No. 34-CA-084717 is attached hereto, marked as Exhibits C and D, respectively, and made a part hereof.

E. The aforesaid charges were referred to Petitioner in his capacity as Regional Director of Region 34 of the Board.

F. On August 14, 2012, upon those charges and upon three previously filed charges, the Acting General Counsel of the Board, on behalf of the Board, by the Regional Director of Region 34 of the Board, pursuant to Section 10(b) [29 U.S.C. Sec. 160(b)] of the Act, issued an "Order Further Consolidating Cases, Third Amended Consolidated Complaint and Notice of Hearing" (herein called the Complaint), alleging that Respondents have engaged in, and are engaging in, unfair labor practices in

violation of Sections 8(a)(1)(3) and (5) [29 U.S.C. Sec. 158(a)(1)(3) and (5)] of the Act. A copy of the Complaint is attached hereto, marked Exhibit E, and made a part hereof.

G. A hearing on the Complaint is scheduled to be heard in Hartford, Connecticut before an administrative law judge of the Board beginning on September 10, 2012.

H. Upon the basis of the following, the Petitioner has reasonable cause to believe that the allegations set forth in the Complaint are true, and that Respondents have engaged in, and are engaging in, unfair labor practices within the meaning of Section 2(6) and (7) [29 U.S.C. Sec. 152(6) and (7)] of the Act, and that injunctive relief as prayed for herein is appropriate, just and proper. More particularly, Petitioner has reasonable cause to believe that Respondents have engaged in, and are engaging in, acts and conduct in violation of the Act by interfering with, restraining and coercing its employees in the exercise of their rights guaranteed in Section 7 [29 U.S.C. Section 157] of the Act in violation of Section 8(a)(1) [29 U.S.C. Section 158(a)(1)] of the Act; by discriminating in regard to the hire or tenure or terms and conditions of employment of its employees to discourage membership in a labor organization in violation of Section 8(a)(3) [29 U.S.C. Section 158(a)(3)] of the Act; and by refusing to bargain collectively with the representative of its employees in violation of Section 8(a)(5) [29 U.S.C. Section 158(a)(5)] of the Act, as follows:

1. The Union, a labor organization which maintains its office in Hartford, Connecticut, is an organization in which employees participate and which exists for the purpose of dealing with employers concerning grievances, labor disputes,

wages, rates of pay, hours of employment, or conditions of work, and is a labor organization within the meaning of Section 2(5) [29 U.S.C. Sec. 152(5)] of the Act.

2(a) At all material times, Respondent HealthBridge, a limited liability corporation with its principal offices located at a facility located in Fort Lee, New Jersey (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.

(b) 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 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 HealthBridge has 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.

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

4(a) During the twelve-month period ending August 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 August 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.

5(a) 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.

(b) 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
Lisa Crutchfield	---	Senior Vice President, Labor Relations Respondent HealthBridge
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
Joanne Wallak	---	Administrator, Respondent West River
Marion Najamy	---	Administrator, Respondent Westport
Kim Coleman	---	Administrator, Respondent Newington; Administrator (former), Respondent Westport
Cynthia Roessler	---	Administrator, 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, dieticians, 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 (the March 21, 2011 Complaint).

(b) On about August 1, 2012, Administrative Law Judge Steven B. Fish issued a Decision on the Consolidated Complaint described above in paragraph 13(a), in which he found that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield violated Section 8(a)(1) and (5) of the Act.

(c) The unfair labor practices found in the decision described above in paragraph 13(b) 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 Respondents during the period described above in paragraph 12.

14. On about April 24, 2012, the Respondents presented the Union with a set of proposals which together constituted a comprehensive proposal for successor collective bargaining agreements to the 2004-2011 Agreements in each of the Units.

15. The proposals described above in paragraph 14 relate to wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for purposes of collective bargaining.

16. By letter dated June 16, 2012, Respondents informed the Union that it would implement the proposals described above in paragraph 14.

17. On June 17, 2012, Respondents implemented the proposals described above in paragraph 14.

18. Respondents engaged in the conduct described above in paragraph 17 without first bargaining with the Union to a good-faith impasse and at a time when no

good-faith impasse was possible because of the unremedied unfair labor practices described above in paragraphs 13(b) and (c).

19. By letters dated June 21, 2012, the Union provided Respondent with notice that, in protest of Respondent's unfair labor practices, the employees in the Units at the Danbury, Long Ridge, Newington, West River, and Westport facilities would begin a strike on July 3, 2012 at 6:00 a.m.

20(a) Since about July 3, 2012, certain employees of Respondent represented by the Union and employed at the Danbury, Long Ridge, Newington, West River, and Westport facilities ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 20(a) was caused, in part, by Respondent's unfair labor practices described above in paragraphs 13(a)(b)(c), 14, 15, 16, 17, and 18.

21(a) By letter dated June 22, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 20, offered to rescind the strike notice described above in paragraph 19 if Respondents rescinded the implementation described above in paragraph 17.

(b) Respondents failed and refused to respond to the Union's June 22, 2012 letter.

22(a) By letter dated July 19, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 20, made an unconditional offer to return to their former positions of employment.

(b) By letter dated July 25, 2012, Respondent refused to reinstate the employees who engaged in the strike described above in paragraph 20.

23. By its overall conduct, including the conduct described above in paragraphs 13(a)(b)(c), 14, 15, 16, 17, and 18, Respondents have failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units.

24. By the conduct described above in paragraphs 21 and 22, 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) [29 U.S.C. Sec. 158(a)(1) and (3)] of the Act.

25. By the conduct described above in paragraphs 13, 14, 15, 16, 17, 18, and 23, 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) [29 U.S.C. Sec. 158(a)(1) and (5)] of the Act.

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

I. It may fairly be anticipated that, unless enjoined, Respondent will continue or repeat the acts and conduct set forth in paragraph H, sub-paragraphs 13, 14, 15, 16, 17, 18, 21, 22, and 23, or similar or like acts and conduct, in violation of Sections 8(a)(1)(3) and (5) [29 U.S.C. Sec. 158(a)(1)(3) and (5)] of the Act, and Respondent effectively will have prevented its employees from exercising their rights under the Act to form, join, or assist the Union and to bargain collectively through the representative of

their own choosing, thereby frustrating employees, now and in the future, in the exercise of the rights guaranteed to them in Section 7 [29 U.S.C. Sec. 157] of the Act.

J. Upon information and belief, unless the aforesaid unfair labor practices are immediately enjoined, a serious flouting of the Act will continue with the result that enforcement of important provisions of the Act, and of the public policy underlying the Act, will be thwarted before the Respondent can be placed under legal restraint through the regular procedures of a Board Order and a Court of Appeals enforcement decree. Unless injunctive relief is immediately obtained, it may be fairly anticipated that Respondent will continue its unlawful conduct during the proceedings before the Board and during any subsequent proceedings before a Court of Appeals, with the predictable result that such acts and conduct will destroy or severely inhibit employees' interest in union representation, and activity toward that end. If that occurs, any Board Order or Court of Appeals enforcement decree will be an empty formality when issued, and Respondent, by its unlawful acts and conduct, will have succeeded in frustrating the purposes of the Act.

K. Upon information and belief, to avoid the serious results referred to above, it is essential, just, proper and appropriate, for the purpose of effectuating the policies of the Act and the public interest, and avoiding substantial, irreparable and immediate injury to such policies and interest in accordance with the purposes of Section 10(j) [29 U.S.C. 160(j)] of the Act that, pending final disposition of the charge pending before the Board, Respondent be enjoined and restrained as prayed herein.

WHEREFORE, Petitioner prays:

1. That the Court issue an order directing Respondent to appear before this Court, at a time and place fixed by the Court, and show cause, if any there be, why an injunction should not issue enjoining and restraining Respondent, its successors and assigns, its officers, representatives, agents, servants, employees, attorneys, and all members and persons acting in concert or participation with it or them, pending the final disposition of the matters involved herein pending before the Board, from:

- (a) refusing to reinstate its employees because of their union and other protected concerted activities;
- (b) refusing to restore the wages, benefits and other terms and conditions of employment in place on June 16, 2012;
- (c) refusing to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units' employees;
- (d) unilaterally implementing proposals before first bargaining with the Union to a good-faith impasse or agreement; and
- (e) in any other manner interfering with, restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. The Petitioner further prays that upon return of said Order to Show Cause, the Court issue an order requiring Respondent to:

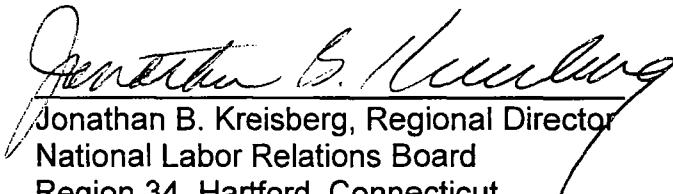
- (a) within five days of the district court's order, offer every striker reinstatement to their former positions, without prejudice to their seniority, rights and privileges previously enjoyed, displacing, if necessary, any other employees hired, transferred or reassigned to replace them;
- (b) reinstate the previous wages, benefits and other terms and conditions of employment for the Units' employees that were in place on June 16, 2012, and rescind, at the request of the Union, any or all unilateral changes implemented by Respondents;
- (c) bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units' employees;
- (d) post copies of the District Court's opinion and order at all of its facilities where notices to employees are customarily posted, including electronic posting if Respondent customarily communicates with employees by such means; said postings shall be maintained free from all obstructions and defacements; and agents of the Board shall be granted reasonable access to the facilities to monitor compliance with this posting requirement; and
- (e) within twenty (20) days of the issuance of this Order, file with the district court, and submit a copy to the Regional Director of Region 34 of the Board, a sworn affidavit from a

responsible Respondent official, stating with specificity the manner in which Respondent has complied with the court's decree, including the exact locations where Respondent has posted the required documents.

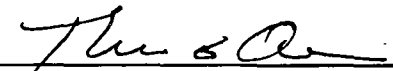
3. That upon return of said Order to Show Cause, the Court issue an order enjoining and restraining the Respondents and requiring the Respondents to act in the manner set forth above.

4. That the Court grant such further and other relief as may be just and proper.

Dated at Hartford, Connecticut this 7th day of September, 2012.


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

Lafe Solomon, Acting General Counsel
Anne Purcell, Associate General Counsel
Terri Anne Blue, Deputy Regional Attorney, Region 34
Thomas E. Quigley, Field Attorney, Region 34

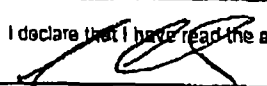

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Federal Bar No. CT 05126

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

Case No. 34-CA-083335	Date Filed June 18, 2012
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INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer: HealthBridge Management, Care Realty (aka CareOne), CareOne Management, LLC, Danbury HC, Long Ridge HC, Newington HC, Westport HC, West River HC, Wethersfield HC (see also attached)		b. Number of workers employed 800
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No./Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home		g. Identify principal product or service Health Care
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3), (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>Since on or about May 1, 2012, in continuance of its ongoing bad faith bargaining as is evidenced in complaints issued by the Board in Case Nos. 34-CA-12715, 34-CA-12732, 34-CA-12765, 34-CA-12766, 34-CA-12767, 34-CA-12768, 34-CA-12769, 34-CA-12770, 34-CA-12771, 34-CA-13064, 34-CA-12964, and 34-CA-070823; the Employer has continued to engage in bad faith bargaining and other unlawful conduct, as evidenced by:</p> <ul style="list-style-type: none"> a. On or about June 16, 2012 and continuing, unilaterally implemented sweeping unlawful changes in the terms and conditions of employment of bargaining unit members by illegally implementing a last best final offer prior to reaching lawful impasse, while above referenced unfair labor practices remained unremedied; b. Continued surface bargaining; c. Proposing as last best final offers numerous predictably unacceptable changes in existing economic and non-economic terms and conditions of employment; d. Closed its Wethersfield facility and threatened to close its other facilities and then connected its unlawful implementation its final offer to not closing the remaining facilities <p>Because the Employer's escalating unlawful activities, including its unilateral unlawful implementation of sweeping changes in the terms and condition of employment, threaten to irreparably damage the Union's ability to effectively represent employees if left unremedied pending processing and prosecution of the above referenced unfair labor practice charges, the Union requests that the Regional Director immediately seek 10(j) injunctive relief in this case.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) New England Health Care Employees Union, District 1199-SEIU		
4a. Address (street and number, city, state and ZIP code) 77 Huyshope Avenue, First Floor, Hartford, CT 06106		4b. Telephone No. (860) 549-1199 / 251-6049 (fax)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Service Employees International Union		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By  Signature of representative or person making charge (Suzanne Clark)		Title Vice President Date 6/17/12
Address 77 Huyshope Ave., Hartford, CT 06106 Telephone: (860) 251-6026 / (860) 251-6049 (fax)		

FORM NLRB-501

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

FORM EXEMPT UNDER 44 U.S.C. 3512

Attachment

HealthBridge Management
Edward Remillard, Regional Human Resource Manager
341 Jordan Lane, Wethersfield, CT 06109
860-257-6174 / Fax: 860/257-6107

107 Osborne Street Operating Company II, LLC, d/b/a Danbury Health Care Center
Michael Pescatello, Administrator
107 Osborne Street, Danbury, CT 06810
203-792-8102 / Fax: 203/731-5306

710 Long Ridge Operating Company II, LLC, d/b/a Long Ridge of Stamford Health Care Center
Polly Schnell, Administrator
710 Long Ridge Road, Stamford, CT 06902
203-329-4026 / Fax 203-329-4039

240 Church Street Operating Company II, LLC, d/b/a Newington Health Care Center
Liz Charmichael, Administrator
240 Church Street, Newington, CT 06110
860-667-2256 / Fax 860-667-6367

1 Burr Road Operating Company II, LLC, d/b/a Westport Health Care Center
Marion Najamy, Administrator
1 Burr Road, Westport, CT
203-226-0726 / Fax: 203-227-7540

245 Orange Avenue Operating Company II, LLC d/b/a West River Health Center
Joanne Wallak, Administrator
245 Orange Avenue, Milford, CT 06460
203-876-5123 / Fax 203-876-5129

341 Jordan Lane Operating Company II, LLC, d/b/a Wethersfield Health Center
Cynthia Roessler, Administrator
341 Jordan Lane, Wethersfield, CT 06109
860-563-0101 / Fax: 257-6107

Care Realty (a/k/a Care One)
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / Fax: 201-242-4010

Care One LLC
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / fax 201/242-4010

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMMENDED CHARGE AGAINST EMPLOYER

Case No. 34-CA- 083335	Date Filed July 3, 2012
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INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: HealthBridge Management, Care Realty (aka CareOne), CareOne Management, LLC, Danbury HC, Long Ridge HC, Newington HC, Westport HC, West River HC, Wethersfield HC (see also attached)		b. Number of workers employed 800
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No./Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home		g. Identify principal product or service Health Care
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3), (5) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Since on or about May 1, 2012, in continuance of its ongoing bad faith bargaining as is evidenced in complaints issued by the Board in Case Nos. 34-CA-12715, 34-CA-12732, 34-CA-12765, 34-CA-12766, 34-CA-12767, 34-CA-12768, 34-CA-12769, 34-CA-12770, 34-CA-12771, 34-CA-13064, 34-CA-12964, and 34-CA-070823; the Employer has continued to engage in bad faith bargaining and other unlawful conduct, as evidenced by:

- a. On or about June 16, 2012 and continuing, unilaterally implemented sweeping unlawful changes in the terms and conditions of employment of bargaining unit members by illegally implementing a last best final offer prior to reaching lawful impasse, while above referenced unfair labor practices remained unremedied;
- b. Continued surface bargaining;
- c. Proposing as last best final offers numerous predictably unacceptable changes in existing economic and non-economic terms and conditions of employment;

Because the Employer's escalating unlawful activities, including its unilateral unlawful implementation of sweeping changes in the terms and condition of employment, threaten to irreparably damage the Union's ability to effectively represent employees if left unremedied pending processing and prosecution of the above referenced unfair labor practice charges, the Union requests that the Regional Director immediately seek 10(j) injunctive relief in this case.


3. Full name of party filing charge (if labor organization, give full name, including local name and number)

New England Health Care Employees Union, District 1199-SEIU

4a. Address (street and number, city, state and ZIP code) 77 Huyshope Avenue, First Floor, Hartford, CT 06106	4b. Telephone No. (860) 549-1199 / 251-6049 (fax)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) Service Employees International Union	

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By  Title Vice President Date 7/3/12
Signature of representative or person making charge (Suzanne Clark)
Address 77 Huyshope Ave., Hartford, CT 06106 Telephone: (860) 251-6026/ (860) 251-6049 (fax)

FORM NLRB-501

FORM EXEMPT UNDER 44 U.S.C 3512

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

Attachment

HealthBridge Management
Edward Remillard, Regional Human Resource Manager
341 Jordan Lane, Wethersfield, CT 06109
860-257-6174 / Fax: 860/257-6107

107 Osborne Street Operating Company II, LLC, d/b/a Danbury Health Care Center
Michael Pescatello, Administrator
107 Osborne Street, Danbury, CT 06810
203-792-8102 / Fax: 203/731-5306

710 Long Ridge Operating Company II, LLC, d/b/a Long Ridge of Stamford Health Care Center
Polly Schnell, Administrator
710 Long Ridge Road, Stamford, CT 06902
203-329-4026 / Fax 203-329-4039

240 Church Street Operating Company II, LLC, d/b/a Newington Health Care Center
Liz Charnichael, Administrator
240 Church Street, Newington, CT 06110
860-667-2256 / Fax 860-667-6367

1 Burr Road Operating Company II, LLC, d/b/a Westport Health Care Center
Marion Najamy, Administrator
1 Burr Road, Westport, CT
203-226-0726 / Fax: 203-227-7540

245 Orange Avenue Operating Company II, LLC d/b/a West River Health Center
Joanne Wallak, Administrator
245 Orange Avenue, Milford, CT 06460
203-876-5123 / Fax 203-876-5129

341 Jordan Lane Operating Company II, LLC, d/b/a Wethersfield Health Center
Cynthia Roessler, Administrator
341 Jordan Lane, Wethersfield, CT 06109
860-563-0101 / Fax: 257-6107

Care Realty (a/k/a Care One)
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / Fax: 201-242-4010

Care One LLC
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / fax 201/242-4010

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NEHCEU DISTRICT 1199

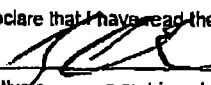
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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

Case No. 34CA-084717	Date Filed July 6, 2012
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INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer: HealthBridge Management, Care Realty (aka CareOne), CareOne Management, LLC, Danbury HC, Long Ridge HC, Newington HC, Westport HC, West River HC, Wethersfield HC (see also attached)		b. Number of workers employed
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No./Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home	g. Identify principal product or service Health Care	
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>On or about June 28, 2012 and continuing, the Employer unlawfully threatened employees with hiring permanent replacements if employees engaged in an unfair labor practice strike caused by the Employer's unlawful implementation of massive changes in terms and conditions of employment.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) New England Health Care Employees Union, District 1199-SEIU		
4a. Address (street and number, city, state and ZIP code) 77 Huyshope Avenue, First Floor, Hartford, CT 06106		4b. Telephone No. (860) 549-1199 / 251-6049 (fax)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Service Employees International Union		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By  Signature of representative or person making charge (Suzanne Clark)		Title Vice President Date 7/6/12
Address 77 Huyshope Ave., Hartford, CT 06106 Telephone: (860) 251-6028/ (860) 251-6049 (fax)		

FORM NLRB-501

FORM EXEMPT UNDER 44 U.S.C. 3512

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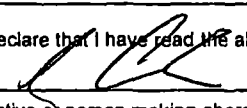
Care One LLC
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / fax 201/242-4010

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case No. 34-CA-084717	Date Filed July 11, 2012

INSTRUCTIONS

File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a. Name of Employer: HealthBridge Management, Care Realty (aka CareOne), CareOne Management, LLC, Danbury HC, Long Ridge HC, Newington HC, Westport HC, West River HC, Wethersfield HC (see also attached)		b. Number of workers employed
c. Address (street, city, state, ZIP code) see attached	d. Employer Representative see attached	e. Telephone No /Facsimile No see attached
f. Type of Establishment (factory, mine, wholesaler, etc.) Nursing Home		g. Identify principal product or service Health Care
h. The above-named employers have engaged in and are engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>(3)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act. and the Postal Reorganization Act.		
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
<p>1. On or about June 28, 2012 and continuing, the Employer unlawfully threatened employees with hiring permanent replacements if employees engaged in a strike, which was an unfair labor practice strike caused by the Employer's unlawful implementation of massive changes in terms and conditions of employment.</p> <p>2. Since on or about June 22, 2012 and continuing the Employer refused to reinstate unfair labor practice strikers after the Union had made an unconditional offer to return to work under the terms and conditions of employment that existed on June 16, 2012.</p>		
3. Full name of party filing charge (if labor organization, give full name, including local name and number) New England Health Care Employees Union, District 1199-SEIU		
4a. Address (street and number, city, state and ZIP code) 77 Huyshope Avenue, First Floor, Hartford, CT 06106		4b. Telephone No. (860) 549-1199 / 251-6049 (fax)
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization). Service Employees International Union		
6. DECLARATION		
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		
By  Signature of representative or person making charge (Suzanne Clark)		Title Vice President Date 7/11/12
Address 77 Huyshope Ave., Hartford, CT 06106 Telephone: (860) 251-6026/ (860) 251-6049 (fax)		

FORM NLRB-501

FORM EXEMPT UNDER 44 U.S.C. 3512

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201-242-4000 / Fax: 201-242-4010

Care One LLC
173 Bridge Plaza North, Fort Lee, NJ 07024
201-242-4000 / fax 201/242-4010

**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

and

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

Case Nos.	34-CA-070823
	34-CA-072875
	34-CA-075226
	34-CA-083335
	34-CA-084717

**ORDER FURTHER CONSOLIDATING CASES, THIRD 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 Second Amended Consolidated Complaint and Notice of Hearing issued on July 6, 2012, in Case Nos. 34-CA-070823, 072875, 075226, and 083335, 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-084717, which alleges that Respondents have engaged in further unfair labor practices within the meaning of the Act.

This Third Amended 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-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

(f) 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.

(g) 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.

(h) The charge in Case No. 34-CA-084717 was filed by the Union on July 6, 2012, and was served by facsimile and post-paid regular mail on the Respondents on July 9, 2012.

(i) The amended charge in Case No. 34-CA-08474 was filed by the Union on July 11, 2012, and was served by facsimile and regular mail on the Respondents on July 12, 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 (former), Respondent Newington
Joanne Wallak	---	Administrator, Respondent West River
Marion Najamy	---	Administrator, Respondent Westport
Kim Coleman	---	Administrator, Respondent Newington; 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
David Santoro	---	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, dieticians, 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 (the March 21 Complaint).

(b) On about August 1, 2012, Administrative Law Judge Steven B. Fish issued a Decision on the Consolidated Complaint described above in paragraph 13(a), in which he found that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield violated Section 8(a)(1) and (5) of the Act.

(c) The unfair labor practices found in the decision described above in paragraph 13(b) 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 Respondents during the period described above in paragraph 12.

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 (the September 30 Complaint).

(b) On July 20, 2012, Administrative Law Judge Stephen Davis issued a Decision on the Complaint described above in paragraph 14(a), in which he found that Respondents HealthBridge, Danbury, Long Ridge, Newington, West River, Westport, and Wethersfield had violated Section 8(a)(1) of the Act.

(c) The unfair labor practices found in the Decision described above in paragraph 14(b) 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 Respondents during the period described above in paragraph 12:

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 (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 Respondents during the period described above in paragraph 12.

(c) On July 20, 2012, Administrative Law Judge Stephen Davis issued a Decision on the Complaint described above in paragraph 15(a), in which he found no violations. Exceptions will likely be filed to that Decision.

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. 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.

19. On about April 24, 2012, the Respondents presented the Union with a set of proposals which together constituted a comprehensive proposal for successor collective bargaining agreements to the 2004-2011 Agreements in each of the Units.

20. The proposals described above in paragraph 19 relate to wages, hours, and other terms and conditions of employment of the Units and are mandatory subjects for purposes of collective bargaining.

21. By letter dated June 16, 2012, Respondents informed the Union that it would implement the proposals described above in paragraph 19.

22. On June 17, 2012, Respondents implemented the proposals described above in paragraph 19.

23. Respondent engaged in the conduct described above in paragraph 22 without first bargaining with the Union to a good-faith impasse.

24. By letters dated June 21, 2012, the Union provided Respondent with notice that, in protest of Respondent's unfair labor practices, the employees in the Units at the Danbury, Long Ridge, Newington, West River, and Westport facilities would begin a strike on July 3, 2012 at 6:00 am.

25(a) Since about July 3, 2012, certain employees of Respondent represented by the Union and employed at the Danbury, Long Ridge, Newington, West River, and Westport facilities, ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 25(a) was caused by Respondent's unfair labor practices described above in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

26. On the dates identified below, Respondents, by the individuals named below, threatened to permanently replace employees who engaged in the strike described above in paragraph 25:

- (a) Elizabeth Carmichael, by memorandum dated June 28, 2012;
- (b) John Kelly, by memorandum dated June 28, 2012;
- (c) Marion Najamy, by memorandum dated June 28, 2012;
- (d) Polly Schnell, by memorandum dated June 28, 2012; and
- (e) Joanne Wallak, by memorandum dated June 28, 2012.

27(a) By letter dated June 22, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 25, offered to rescind the strike notice described above in paragraph 24 if Respondents rescinded the implementation described above in paragraph 22.

(b) Respondents failed and refused to respond to the Union's June 22, 2012 letter.

28(a) By letter dated July 19, 2012, the Union, on behalf of the employees who engaged in the strike described above in paragraph 25, made an unconditional offer to return to their former positions of employment.

(b) By letter dated July 25, 2012, Respondent refused to reinstate the employees who engaged in the strike described above in paragraph 25.

28. By its overall conduct, including the conduct described above in paragraphs 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Respondents have failed and refused to bargain in good faith with the Union as the exclusive collective-bargaining representative of the Units.

29. By the conduct described above in paragraphs 16(c), 18, and 26, 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.

30. By the conduct described above in paragraphs 16(d), 27 and 28, 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.

31. By the conduct described above in paragraphs 13, 14, 15, 16, 17, 19, 20, 21, 22, 23, and 28, 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.

32. 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 paragraphs 19-22, and to reimburse all employees for any lost wages and benefits they incurred as a result of the implementation; (c) an Order requiring that Respondents immediately reinstate the unfair labor practice strikers to their former positions, and to reimburse all unfair labor practice strikers for the lost wages and benefits they incurred since July 3, 2012 as a result of Respondent's refusal to reinstate them; (d) 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 (e) 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 third amended consolidated complaint. The answer must be **received by this office on or before August 28, 2012 or postmarked on or before August 27, 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.

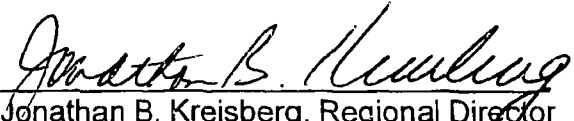
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon 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 third 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 14th day of August, 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