BROOK MEADE HEALTH CARE AQUIRORS, INC. D/B/A/

Maple Grove HEALTH CARE CENTER

AND

UNITED MINE WORKERS OF AMERICA

CASES 11-CA-17212 & 11-CA-17409

This case involves an organizing campaign at Maple Grove Health Care facility in August 1996. The Union won the election of Certified Nursing Assistants, medical records employees, dietary workers, and housekeeping and laundry workers in November 1996 and was certified as the collective bargaining agent. The Union requested bargaining. The first bargaining session took place on February 4, 1997. The second session was held on February 25th 1997. In the afternoon of the second session the Company negotiators informed the Union about an increase of premium for Accordia, one of the health care plans offered to employees. The Company had been notified by Accordia on or about January 13, 1997 that the rate would increase by 24.4% effective February 1st. At the other facilities owned by the Employer where Accordia was offered the Employer addressed the premium increase by increasing the portions of the total premium paid both by the Employer and the employees by 24.4% effective February 1st.

At Maple Grove the Employer did not immediately increase the premium or inform the Union of the increase. In the second meeting on February 25th the Employer made a proposal to increase the premium by the same percentage (24.4%) as had been done at the other facilities. The Union negotiator stated he was not sure that what the Employer was proposing was lawful and he wanted to consult with the Union's attorney before discussing it further. No agreement was reached. The Employer announced they would implement the proposed increase in the employee premiums and that the parties could bargain later over whether there should be an adjustment in how the increase was allocated. Two days later on February 27th the Employer notified employees that their premiums would increase by 24.4% effective March 1st unless they chose to cancel coverage.

The Union filed charges 8(a) (5) bargaining in bad faith, 8 (a) (1) for interrogating an employee and asking him to report the Union activity of his coworkers, soliciting and implicitly promising to remedy employee's

grievances and threading to fire Union supporters while expressing disappoint with an employee for wearing a Union T-shirt, and 8(a) (3) termination due to Union activity.

The judge found that the Employer failed to give the Union sufficient notice to enable it to address the impending premium increase adequately or to engage in collective bargaining. The judge also found that the Union had not waived its right to bargain over the premium increase by refusing to discuss the matter until he talked with the Union's attorney did not support a finding that the parties were at impasse. Waiver of a statutory right will not be inferred unless the waiver is "clear and unmistakable." He therefore found that the Employer violated Section 8(a) (5) by unilaterally increasing the employees' portion of the premiums.

ORDER

The National Labor Relations Board orders that the Respondent, Brook Meade Health Care Acquirers, Inc. d/b/a Maple Grove Health Center, Lebanon, Virginia, its officers, agents, successors, and assigns shall

1. Cease and desist from
    a. Interrogation employees concerning their union activities and asking them to report on the Union activities of their fellow employees.
    b. Soliciting grievances from its employees with the implicit promise to remedy them in order to defeat a Union organizing campaign.
    c. Telling employees they are disappointed with them because of their wearing of union T-shirts and threatening them that Union supporters will be discharged.
    d. Refusing to bargain with the United Mine Workers of America, Local Union No. 984, by unilaterally increasing the employees' portion of their health insurance premiums without first providing the Union adequate notice and opportunity to bargain.
    e. In any like or related manner interfering with restraining, or coercing employees in the exercise of their rights under Section 7 of the Act.
2. Take the following affirmative action necessary to effectuate the purposes of the Act.

a. Within 14 days from the date of this Order, rescind the unlawfully imposed increase in the employees' health insurance premiums.
b. Reimburse the employees for all losses incurred as a result of the increase in health insurance premiums in the manner set forth in the remedy section of the judge's decision.
c. Bargain in good faith with the Union concerning wages, hours, and terms and conditions of employment of employees in the following appropriate bargaining unit:

> All non-supervisory employees including CNA'S, medical records employees, dietary workers, housekeeping and laundry employees employed at the Respondent's Lebanon, Virginia facility, excluding all office clerical and professional employees. LPNs, guards and supervisors as defined in the Act.

FRUEHAUF TRAILER SERVICES INC., A WHOLLY-OWNED-SUBSIDIARY OF WABASH NATIONAL CORPORATION
AND
INTERNATIONAL ASSOCIATION OF MACINISTS AND AREOSPACE WORKERS, DISTRICT LODGE 751
CASE 19-CA-25749

In this case the Union was recognized on April 29, 1997 for a unit of 10 employees. The Employer withdrew recognition on November 7, 1997. The Employer had been a nonunion company. In 1997 it acquired 23 bargaining units at one time, including the one in this case. The Employer assigned its only experienced labor negotiator to negotiate the newly acquired units, and also retained one outside counsel to bargain the 23 units. The Employer decided to accord top priority to bargaining with the UAW the largest unit. After requests from the Union the Company agreed to meet on August 21TH 1997. The

Union presented a comprehensive written proposal. The Company presented no proposals and made no counter proposals saying they needed time to review the proposal but had a difficult bargaining schedule with other units around the country. The Company told the Union that they would contact him about future dates for a follow up meeting. The Union also proposed to coordinate bargaining for some of the units in an effort to move bargaining. After hearing nothing from the Company the Union contacted the Company by letter for a bargaining date on September 25th. On October 1st the Company proposed another date of November 18th. On October 21st the Union confirmed the date. One of the bargaining unit members got into a fight with another bargaining unit member. When the Company started the investigation the member asked for a Union representative. He continued to ask for a Union representative and was denied and told that this was a non-union company. He was suspended. This was later rectified however the effect on the bargaining unit could not be rectified. On November 4th the Employees presented a petition to the Company that 5 out of the 10 employees did not wish to be represented by the Union. On November 7th the employer contacted the Union informing them that a majority of bargaining unit members did not wish to be represented by the Union and withdrew recognition and refused to bargain. Charges were filed.

RULING

The National Labor Relations Board has found that we violated the NLRA and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize, To form, join, or assist any union, To bargain collectively through representatives of their own choice, To act together for other mutual aid or protection, To choose not to engage in any of these protected concerted activities.

We will not withdraw recognition from or otherwise refuse to recognize IAM as the exclusive representative for collective-bargaining purposes of employees in the following-described appropriate bargaining unit.

We will not fail or refuse to meet and negotiate with the Union as such representative at reasonable times and intervals for purposes of concluding a collective-bargaining agreement for the Spokane unit or for any other lawful purpose having to do with a mandatory subject of bargaining.

We will not refuse an employee's request for union representation during any investigative interview, which the employee reasonably believes may result in discipline.

We will not tell employees that the Spokane facility is a nonunion shop.

We will not in any like or related manner interfere with, restrain, or coerce employees in the exercise of rights guaranteed in Section 7 of the National Labor Relations Act.

We will restore recognition to the Union as the exclusive representative of employees in the Spokane unit for all collective-bargaining purposes, and we will so notify the Union.

We will appoint representatives who will be promptly and regularly available at reasonable times and intervals for purposes of collective bargaining with the Union for Spokane.

We will upon the Union's request, meet and bargain in good faith with the Union through those representatives,

and do so promptly, at reasonable times and intervals, for purposes of concluding a collective bargaining agreement for the unit or any other lawful purpose having to do with a mandatory subject of bargaining, and if an understanding is reached, embody such understanding in a signed agreement.

REGENCY SERVICE CARTS, INC.

AND

SHOPMEN'S LOCAL INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL AND ORNAMENTAL IRON WORKERS

This case is a good example of surface bargaining. The parties held 29 bargaining sessions over a 32 month period. As the negotiations progressed the sessions did not increase in frequency, during the last 6 months the parties only met twice. The Employer canceled eight of the 29 sessions scheduled sometimes just not showing up. Other times stopping the bargaining to take phone calls, or just arriving late. Company adopted a take it or leave it approach. They told the Union they didn't want a contract and on several subjects such as contracting told the Union there would be no contract that limited the company right to contract. The Union could either accept the company proposal or not. The Company failed to provide timely relevant information requested by the Union. In the decision the board described the factors they use when evaluation a party's conduct for evidence of surface bargaining. These include delaying tactics, the nature of the bargaining demands, unilateral changes in mandatory subjects of bargaining, efforts to bypass the union, failure to designate an agent with sufficient bargaining authority, withdrawal of already-agreed-upon provisions, and arbitrary scheduling of meetings.

ORDER

Posting

We will not refuse to bargain collectively with the Union by failing to meet at reasonable times and for reasonable periods of time and failing to confer in

good faith with respect to wages, hours, and other terms and conditions of employment of our employees in the certified appropriate bargaining unit.

We will not in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights protected by the NLRA.

We will upon request, bargain in good faith with the Union, as the exclusive representative of our employees in the above described certified bargaining unit, and embody any agreement reached in a written contract. The certification year shall be extended 1 year from the date that such good faith bargaining begins.

We will pay to the Union its expenses incurred in collective-bargaining negotiation from October 4, 2000 until March 22, 2001, the date on which the last negotiating session was scheduled to occur.

NABORS ALASKA DRILLING INC.

AND

ALASKA DISTRICT COUNCIL OF LABORERS, ALF-CIO

In this case the Union agreed to a tentative agreement to be put out to the members for ratification the agreement included the employees would participate in the Employers health care plan and that the Employer could terminate or modify any of the provisions of the plan at any time without bargaining with the Union. Prior to the ratification the Employer notified the Union that it was intending to increase health care co pay monthly contributions for employees. The Union requested the information on the changes but made no objection to the changes. The information was sent to the Union on December 6th with a notice that the forms needed to be completed by employees by December 23rd. The Union did not reply to the information so the Employer left a message for the Union on December 12th that if the Union had questions or wished to bargain they should contact the Employer as the forms would be mailed to employees by noon the next day. The Union contacted the employer 3 hours after the forms will mailed to employees and told the Employer that did not agree with the proposed health insurance changes and wished to discuss the changes after the ratification process.

The Union did not prevail in this case.

CWA ADT AWARD

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT refuse to bargain in good faith with the Communication Workers of America, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

Included: All install and service technicians at ADT's Carrollton, Tyler, Trinity and Haltom City facilities in the Dallas/Fort Worth area.

Excluded: All other employees, including sales employees, clerical employees, guards and supervisors as defined by the Act.

WE WILL NOT threaten you by telling you to seek other employment in response to you discussing with your co-workers and/or speaking at group meetings about collective concerns regarding your wages, hours, and other terms and conditions of employment.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your exclusive collective bargaining representative, including, but not limited to, information to investigate and process grievances on your behalf; documents and records relating to grievances; policies, guidelines, interpretive statements, handbooks and policy manuals; employee personnel files; and employee attendance records, performance evaluations and commendations.

WE WILL NOT discipline you because of your union membership or support.

WE WILL NOT terminate you because of your union membership or support.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

YOU HAVE THE RIGHT to talk about, be represented by, or support a union and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL provide the Union with the information it requested on:

1) October 29, 105, regarding a grievance pertaining to Art Whittington working outside of job classification on August 7, 2015.

2) October 29, 2015, regarding a grievance pertaining to Paul Johnson working outside of job classification on August 13, 2015.

3) October 29, 2015, regarding a grievance pertaining to William Skelton working outside of job classification on August 21, 2015.

4) October 29, 2015, regarding a class action grievance pertaining to work outside of job classification filed August 25, 2015.

5) October 29, 2015, regarding a grievance pertaining to Shawn Bieker working outside of job classification on August 26, 2015.

6) October 29, 2015, regarding a grievance pertaining to William Skelton working outside of job classification on September 3, 2015.

7) October 29, 2015, regarding a class action grievance pertaining to overtime on September 19, 2015.

8) October 29, 2015, regarding a class action grievance pertaining to working outside of job class on September 19,, 2015.

9) October 29, 2015, regarding a grievance pertaining to Shawn Bieker working outside of job classification on September 19, 2015.

10) October 29, 2015, regarding a class action grievance pertaining to overtime on September 21, 2015.

11) October 30, 2015 regarding grievances pertaining to the suspension and termination of Brian Sauser.

12) November 19, 2015, regarding a grievance pertaining to failing to provide appropriate materials for employees to complete assigned installations.

13) November 19, 2015, regarding the grievance pertaining to Paul Johnson's payroll issue filed on March 20, 2014.

14) January 8, 2016, regarding company files and medical records pertaining to Chad Short.

WE WILL remove from our files all references to the June 30, 2016, discipline of Art Whittington and **WE WILL** notify him in writing that this has been done and that the discipline will not be used against him in any way.

WE WILL offer Art Whittington immediate and full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights and/or privileges previously enjoyed.

WE WILL pay Art Whittington for the wages and other benefits he lost because we fired him and **WE WILL** make him whole for all search-for-work and work-related expenses in accordance with Board policy.

WE WILL remove from our files all references to the July 18, 2016, discharge of Art Whittington and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL compensate Art Whittington for the adverse tax consequences, if any, of receiving one or more lump-sum back pay awards and **WE WILL** file a report with the Social Security Administration allocating back pay to the appropriate quarters.

WE WILL pay Art Whittington for penalties and increased health insurance premiums which he may incur under the Affordable Care Act, if any, as a result of his loss of health insurance because we fired him.

ALL OUR EMPLOYEES are free to become or remain, or refrain from becoming or remaining members of the Communication Workers of America, AFL-CIO, or any other labor organization.