



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570



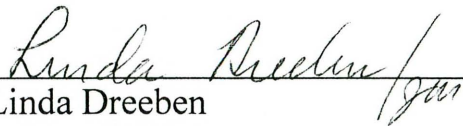
February 13, 2012

Mark J. Langer, Esquire
Clerk, United States Court of
Appeals for the District of Columbia Circuit
E. Barrett Prettyman U.S. Courthouse
333 Constitution Avenue, NW, Room 5423
Washington, D.C. 20001-2866

Re: *Laurel Bay Health & Rehabilitation
Center v. NLRB*, D.C. Cir. Nos. 10-1340 and
10-1405

Dear Mr. Langer:

On January 20, 2012, the Court handed down its opinion granting the Corporation's petition in part and granting in part the Board's cross-application for enforcement. Pursuant to Rule 19 of the Federal Rules of Appellate Procedure, I am enclosing for filing four copies of the Board's Proposed Judgment in the above entitled manner. A certificate of service is enclosed.


Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1099 14th Street, NW
Washington, DC 20570
(202) 273-2960

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

LAUREL BAY HEALTH & REHABILITATION CENTER)
)
Petitioner/Cross-Respondent)
)
v.) Nos. 10-1340 &
) 10-1405
NATIONAL LABOR RELATIONS BOARD)
)
Respondent/Cross-Petitioner)

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before: HENDERSON, BROWN and GRIFFITH, *Circuit Judges*.

THIS CAUSE came to be heard upon a petition filed by Laurel Bay Health & Rehabilitation Center to review, and a cross-application filed by the National Labor Relations Board to enforce, an October 15, 2010, Order of the National Labor Relations Board, Case Nos. 27-CA-27192, 27-CA-27324, 27-CA-27500 and 27-CA-27779, incorporating its earlier Board Order reported at 353 NLRB No. 24 (2008). The Court heard argument, considered the briefs and the record filed in this case. On January 20, 2012, the Court having considered the same, handed down its opinion granting Laurel Bay Health & Rehabilitation Center's petition in part and granting in part the Board's cross-application for enforcement. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that Laurel Bay Health & Rehabilitation Center, its officers, agents, successors, and assigns, shall abide by said order (See Attached Order and Appendix).

KLH

Judge, United States Court of Appeals
for the District of Columbia Circuit



Judge, United States Court of Appeals
for the District of Columbia Circuit



Judge, United States Court of Appeals
for the District of Columbia Circuit

LAUREL BAY HEALTH & REHABILITATION CENTER

v.

NATIONAL LABOR RELATIONS BOARD

ORDER

The Respondent, Laurel Bay Health & Rehabilitation Center, Keansburg, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from
 - (a) Unilaterally, without first bargaining with the Union, terminating a nursing assistant's accommodation schedule that allowed her to work a non-standard shift.
 - (b) Announcing to its employees that their accommodated schedules would be eliminated.
 - (c) Unilaterally, without first bargaining with the Union, terminating the transportation service benefit provided for certain nurses' aides.
 - (d) Unilaterally, without first bargaining with the Union, implementing merit pay raises.
 - (e) Failing and refusing to supply information that is relevant and necessary to the Union's performance of its duties as the exclusive collective-bargaining representative of the Respondent's unit employees.
 - (f) Failing to meet after October 4, 2005, with the Union to engage in good faith bargaining for the purpose of collective-bargaining.
 - (g) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) On request by the Union, meet to bargain collectively as requested by the Union on October 4, 2005. Specifically, upon request by the Union, bargain collectively in good faith concerning the transportation service benefit, merit raises, and accommodations schedules for the appropriate employees in the following unit:

All full-time and regular part-time licensed practical nurses, nurses aides, recreational aides, beauticians, housekeeping aides, laundry employees and dietary employees employed by the Employer at its Keansburg, New Jersey facility, excluding all office clerical employees, registered nurses, professional employees, guards and supervisors as defined in the Act.

- (b) At the Union's request, restore the accommodated schedule given to Sharon McLeod pursuant to which she worked the 7:00 a.m. to 3:00 p.m. shift on Wednesdays.
- (c) At the Union's request, restore the transportation service previously provided to certain nurses' aides.
- (d) At the Union's request, cancel and rescind the merit raises it unlawfully implemented, but nothing in this Order is to be construed as requiring the Respondent to cancel any unilateral change that benefited the unit employees without a request from the Union.
- (e) Furnish to the Union in a timely manner the information requested in the Union's letters dated August 31, September 2, November 23, 2005, July 10, 2006 and January 10, 2007.
- (f) Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful elimination of Sharon McLeod's accommodated schedule, and within 3 days thereafter notify her in writing that this has been done and that such action will not be used against her in any way.
- (g) Within 14 days from the date of the Board's Order, make whole the employees in the bargaining unit, together with interest, for any benefits they may have lost due to the unlawful unilateral changes described in this Order.
- (h) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- (i) Within 14 days after service by the Region, post at its facility in Keansburg, New Jersey, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and

maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 31, 2005.

- (j) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX
NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF
THE UNITED STATES COURT OF APPEALS ENFORCING
AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD.
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO
Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT unilaterally change the terms and conditions of employment of our bargaining unit employees without first bargaining with SEIU 1199 New Jersey Health Care Union as the exclusive bargaining representative of the employees in the following unit:

All full-time and regular part-time licensed practical nurses, nurses aides, recreational aides, beauticians, housekeeping aides, laundry employees and dietary employees employed by the Employer at its Keansburg, New Jersey facility, excluding all office clerical employees, registered nurses, professional employees, guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to supply information that is relevant and necessary to the Union's performance of its duties as your exclusive collective-bargaining representative.

WE WILL NOT fail to meet with the Union to engage in good faith collective-bargaining.

WE WILL NOT announce to you that accommodated schedules would be eliminated.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL at the Union's request, restore the transportation service benefit provided to unit employees that was unlawfully eliminated, but nothing in this

Order shall be construed as requiring us to cancel any unilateral change that benefited you without a request from the Union, and WE WILL make the affected employees whole for any losses suffered by reason of the elimination of the benefit.

WE WILL at the Union's request, rescind the merit raises that were unlawfully implemented, but nothing in this Order shall be construed as requiring us to cancel any unilateral change that benefited you without a request from the Union.

WE WILL at the Union's request, rescind the changes made to the accommodated schedule given to Sharon McLeod pursuant to which she worked the 7:00 a.m. to 3:00 p.m. shift on Wednesdays and WE WILL make Sharon McLeod whole for any losses suffered by reason of the elimination of her accommodated schedule, plus interest.

WE WILL within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful elimination of Sharon McLeod's accommodated schedule, and within 3 days thereafter notify her in writing that this has been done and that such action will not be used against her in any way.

WE WILL furnish to the Union in a timely manner the information requested in the Union's letters dated August 31, September 2, November 23, 2005, July 10, 2006 and January 10, 2007.

WE WILL preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of payments due under the terms of this Order.

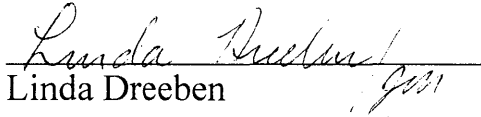
LAUREL BAY HEALTH & REHABILITATION CENTER

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

LAUREL BAY HEALTH & REHABILITATION CENTER)
)
Petitioner/Cross-Respondent)
)
v.) Nos. 10-1340 &
) 10-1405
NATIONAL LABOR RELATIONS BOARD)
)
Respondent/Cross-Petitioner)

CERTIFICATE OF SERVICE

I hereby certify that on February 13, 2012, I electronically filed the Board's proposed judgment with the Court for the United States Court of Appeals for the District of Columbia Circuit using the appellate CM/ECF system. I further certify that the foregoing documents were served on counsel for the Petitioner, David Jasinski, via the CM/ECF system.


Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1099 14th Street, NW
Washington, DC 20570

Dated at Washington, DC
this 13th day of February, 2012