

Beverly California Corporation f/k/a Beverly Enterprises, its Operating Divisions, Wholly Owned Subsidiaries and Individual Facilities and each of them and District 1199P, National Union of Hospital and Health Care Employees, AFL-CIO and Service Employees International Union, Local 585, AFL-CIO and Pennsylvania Social Services Union, Service Employees International Union, Local 668, AFL-CIO and International Union of Operating Engineers, Local 547, A, B, C, D, H, AFL-CIO and Service Employees International Union, AFL-CIO and Service Employees International Union, Local 79, AFL-CIO and Teamsters, Local Union No. 839 a/w International Brotherhood of Teamsters, AFL-CIO and Service Employees International Union, Local 96, AFL-CIO and District 1199C, National Union of Hospital and Health Care Employees, AFL-CIO and Service Employees International Union, Local 606, AFL-CIO and Minnesota Licensed Practical Nurses' Assoc. and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America & Local 838, AFL-CIO and United Food and Commercial Workers International Union, Local 917, AFL-CIO and Communications Workers of America, AFL-CIO and Elias Pierre and Malcom Campbell and New England Health Care Employees, District 1199, National Union of Hospital and Health Care Employees, AFL-CIO and Precious Beasley and United Steelworkers of America, AFL-CIO and United Food and Commercial Workers Union Local No. 73-A, affiliated with United Food and Commercial Workers International Union, AFL-CIO and Torrington Extend-A-Care Employee Association. Cases 6-CA-19444, 6-CA-19494, 6-CA-19495-1, 6-CA-19538, 6-CA-19676, 6-CA-19720, 6-CA-19726, 6-CA-19736, 6-CA-19744, 6-CA-19745, 6-CA-19793(1-2), 6-CA-19861, 6-CA-19871, 6-CA-19936, 6-CA-19937, 6-CA-19944, 6-CA-19996, 6-CA-19997, 6-CA-19998, 6-CA-20018, 6-CA-20144-2, 6-CA-20185, 6-CA-20188-1 (formerly 4-CA-16262), 6-CA-20188-10 (formerly 4-CA-16466), 6-CA-20188-11 (formerly 4-CA-16461), 6-CA-20188-12 (formerly 4-CA-16321), 6-CA-20188-13 (formerly 4-CA-16325), 6-CA-20188-14 (formerly 4-CA-16432), 6-CA-20188-15 (formerly 4-CA-16438), 6-CA-20188-19 (formerly 4-CA-16509-2), 6-CA-20188-30 (formerly 4-CA-16710), 6-CA-16804 (formerly 4-CA-16804-2), 6-CA-20188-31 (formerly 4-CA-16756-2), 6-CA-20188-33 (formerly 4-CA-16943-1), 6-CA-20188-50 (formerly 4-CA-17921-1), 6-CA-20188-51 (formerly 4-CA-17921-4), 6-CA-20188-52 (formerly 4-CA-18176), 6-CA-20267, 6-CA-20323, 6-CA-20331, 6-CA-20331-1, 6-RC-9981, 6-CA-19821, 6-CA-20028, 6-CA-20321, 6-CA-20322, 6-CA-20188-7 (formerly 4-CA-16156-1-2, 4-

CA-16535), 6-CA-20188-2 (formerly 7-CA-26580), 6-CA-20188-3 (formerly 16-CA-13060), 6-CA-20188-4 (formerly 7-CA-26846-1-2), 6-CA-20188-6 (formerly 7-CA-26817-1), 6-CA-20188-34 (formerly 7-CA-27578), 6-CA-20188-38 (formerly 7-CA-27857), 6-CA-20188-39 (formerly 7-CA-27876), 6-CA-20188-43 (formerly 7-CA-28180), 6-CA-20188-5 (formerly 19-CA-18976), 6-RC-9927 (formerly 19-RC-11518), 6-CA-20188-16 (formerly 17-CA-13255), 6-CA-20188-44 (formerly 17-CA-13897), 6-CA-20188-17 (formerly 17-CA-16366), 6-CA-20188-24 (formerly 17-CA-16712), 6-CA-20188-18 (formerly 16-CA-13111), 6-CA-20188-20 (formerly 18-CA-9994), 6-CA-20188-21 (formerly 18-CA-9988), 6-CA-20188-22 (formerly 18-CA-18767), 6-CA-20188-25 (formerly 18-CA-18800), 6-CA-20188-23 (formerly 14-CA-19080), 6-CA-20188-32 (formerly 14-CA-19301), 6-CA-20188-28 (formerly 1-CA-24979), 6-CA-20188-29 (formerly 14-CA-19262), 6-CA-20188-35 (formerly 1-CA-25258-1), 6-CA-20188-36 (formerly 1-CA-25258-2), 6-CA-20188-41 (formerly 39-CA-3665), 6-CA-20188-37 (formerly 7-CA-27860), 6-CA-20188-40 (formerly 9-CA-25168), 6-CA-20188-42 (formerly 30-CA-10073), and 6-CA-20188-45 (formerly 39-CA-3883)

March 29, 1995

DECISION ON REMAND AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS
AND COHEN

On January 29, 1993, the National Labor Relations Board issued a decision¹ finding that the Respondent, Beverly Enterprises, had committed over 130 violations of Section 8(a)(1), (3), and (5) of the National Labor Relations Board Act at 33 nursing home facilities throughout the United States. In addition to the customary cease-and-desist and affirmative remedies, the Board ordered that a broad cease-and-desist order apply to all of the Respondent's nursing homes throughout the United States and that the notice to employees covering all of the violations found at the 33 facilities be posted at each of the Respondent's facilities corporatewide.

By order dated February 28, 1994, the United States Court of Appeals for the Second Circuit enforced the majority of the Board's findings, but declined to enforce the extraordinary, corporatewide order and notice.² Thereafter, in a supplemental order dated July 13, 1994, the court directed the Board to prepare a supplemental decision setting forth a series of cease-

¹ 310 NLRB 222 (1993).

² *Torrington Extend-A-Care Employee Assn. v. NLRB*, 17 F.3d 580 (2d Cir. 1994).

and-desist orders and other affirmative relief to remedy violations found at the individual facilities at issue in this case. The court ordered the Board to identify, with respect to each facility, whether the Board deems a narrow or broad cease-and-desist order to be appropriate based on the scope and nature of the violations found at each individual facility. The court also directed the Board to prepare individual notices to employees for each of the various facilities at which violations occurred, tailored to address only the violations found at the facility where the notice is to be posted.

On September 1, 1994, the Board notified the parties that it had accepted the court's remand and would take appropriate action consistent with the remand. The Board also invited the parties to submit briefs stating their positions. The General Counsel and the Respondent each filed statements of positions on remand.

The Board has delegated its authority in this proceeding to a three-member panel.

The Board regards the sole issue for determination before it to be the scope and breadth of the Board's Order in the underlying case.³ The General Counsel argues that the Respondent has demonstrated a proclivity to violate the Act when the Respondent's actions at all the facilities are considered and that, notwithstanding the instructions of the court, the Board should fashion a broad cease-and-desist order for each of the Respondent's facilities at issue.⁴ The Respondent argues that a broad order is not appropriate at the facilities at which the Board found only one or two violations and that the nature of the violations at other facilities were not so egregious and widespread as to require a broad order.⁵

Consistent with the court's remand, we find that the Respondent has demonstrated a proclivity to violate the Act at Fayette Health Care Center, Meyersdale Manor, and Carpenter Care Center, and that a broad cease-and-desist order is appropriate to remedy the violations found at those facilities.⁶ We also find that a broad cease-and-desist order is not warranted at the remaining facilities. Finally, because we have found meritorious the objections to elections at Four Chap-

lains Convalescent Center and Parkview Manor Nursing Home, we order that new elections be held at those facilities.⁷

ORDER

The Respondent, Beverly California Corporation f/k/a Beverly Enterprises, its Operating Divisions, Wholly Owned Subsidiaries and Individual Facilities and each of them, Pasadena, California, its officers, agents, successors, and assigns, shall

1. Beverly Manor of Monroeville:

A. Cease and desist from

(1) Threatening employees with discipline or more onerous working conditions, and imposing such conditions, because of their union activity or other protected concerted activity.

(2) Forbidding or attempting to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off its property and during nonworking time or in nonwork and/or nonpatient care areas.

(3) Engaging in surveillance of employees' union activities or creating the impression of such surveillance among employees.

(4) Reprimanding employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(5) Failing and refusing to bargain in good faith with a union selected by a majority of its employees as their collective-bargaining representative.

(6) Unilaterally implementing changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

(7) Failing and refusing to meet and bargain with a union representing its employees concerning employees' complaints and grievances.

(8) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Remove from its files any references to the unlawful disciplinary actions taken against Josephine Belice and Debbie Sevali, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

³ Thus, the findings of fact and conclusions of law, as enforced by the court's decision dated February 28, 1994, remain unchanged.

⁴ *Hickmott Foods*, 242 NLRB 1357 (1979).

⁵ By specifically omitting Fayette Health Care Center and Meyersdale Manor from the list of facilities at which a narrow order, and not a broad order, is appropriate, the Respondent apparently concedes that a broad cease-and-desist order is warranted at those facilities.

⁶ We reject the Respondent's contention that some of the 8(a)(1) and (3) violations at Carpenter Care Center should not be considered egregious in light of the Supreme Court's ruling in *NLRB v. Health Care & Retirement Corp. of America*, 114 S.Ct. 678 (1994), because they were directed at an LPN. Even if we do not consider those violations directed at Lynn Smith, we still find that the Respondent has demonstrated a proclivity to violate the Act given the extensive 8(a)(1), (3), and (5) violations it committed at that facility.

⁷ We reject the Respondent's argument that the Union should be required to submit a new showing of interest at Four Chaplains Convalescent Center and Parkview Manor Nursing Home prior to directing new elections at those facilities. It is the Board's longstanding policy not to require a new showing of interest when an election is set aside due to a meritorious objection. *Provincial House*, 236 NLRB 926 (1978); *Interlake Steamship Co.*, 178 NLRB 128 (1969).

(2) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union.

(3) Post at its facility in Monroeville, Pennsylvania, operating as Beverly Manor of Monroeville, copies of the attached notice marked "Appendix 1." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(4) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

2. Fayette Health Care Center:

A. Cease and desist from

(1) Threatening employees with discipline or more onerous working conditions because of their union activity or other protected concerted activity.

(2) Threatening employees with loss of benefits if they select a union to represent them.

(3) Threatening employees with discharge because of their union activity or other protected concerted activity.

(4) Threatening employees with reprisal for testifying at a Board hearing.

(5) Forbidding or attempting to forbid employees from wearing union identification or engaging in lawful solicitation or distribution on behalf of a union on or off its property and during nonworking time or in nonwork and/or nonpatient care areas.

(6) Discharging employees or imposing any disciplinary measures on employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(7) Issuing employees less favorable performance evaluations because of their support for or activities on behalf of a union.

(8) Failing and refusing to bargain in good faith with a union selected by a majority of its employees as their collective-bargaining representative.

(9) Unilaterally implementing changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

(10) Failing and refusing to meet and bargain with a union representing its employees concerning employees' complaints and grievances.

(11) Assaulting union representatives, delegates, or stewards.

(12) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Make whole, commencing from the date of their unlawful discharges, the 17 employees unlawfully discharged on September 15, 1986, but later rehired at Fayette Health Care Center, for any loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(2) Remove from its files any references to the discharges of the 17 employees referred to in B(1) above and the unlawful disciplinary action taken against Joann Clingan and notify her in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(3) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by its employees as their collective-bargaining representative.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Uniontown, Pennsylvania, operating as Fayette Health Care Center, copies of the attached notice marked "Appendix 2." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

3. Mount Lebanon Manor Convalescent Center:

A. Cease and desist from

(1) Threatening employees with discipline or more onerous working conditions, or imposing such conditions, because of their union activity or other protected concerted activity.

(2) Threatening employees with loss of benefits if they select a union to represent them.

(3) Threatening to withhold a wage increase because employees selected the Union as their collective-bargaining representative.

(4) Forbidding or attempting to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off its property and during nonworking time or in nonwork and/or nonpatient care areas.

(5) Interrogating employees regarding their union activity or the union activity of others.

(6) Creating the impression of surveillance of employees' union activities among employees.

(7) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility operating as Mount Lebanon Manor Convalescent Center, copies of the attached notice marked "Appendix 3." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

4. and 11. Carpenter Care Center:

A. Cease and desist from

(1) Threatening employees that if they engage in a strike, they will not be permitted to visit close relatives who are residents at the facility.

(2) Interrogating employees regarding their union activity or the union activity of others.

(3) Creating the impression of surveillance of employees' union activities among employees.

(4) Discharging employees or imposing any disciplinary measures on employees including suspensions, written warnings, or oral warnings because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(5) Failing and refusing to bargain in good faith with a union selected by a majority of its employees as their collective-bargaining representative by, among other things, dealing directly with represented employees.

(6) Unilaterally implementing changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

(7) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Erika Evans immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Erika Evans and Marie Meador whole, commencing from the date of their unlawful discharge or suspension as the case may be, for any loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Erika Evans and the unlawful disciplinary actions taken against Maria Meador, Pamela Newell, and Lynn Smith, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by its employees as their collective-bargaining representative.

(5) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(6) Post at its facility operating as Carpenter Care Center, copies of the attached notice marked "Appendices 4 and 11." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(7) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

5. Magnolia Manor:

A. Cease and desist from

(1) Promising increased wages or benefits to induce employees to sign a petition to decertify the Union.

(2) Circulating or causing the circulation of a decertification petition.

(3) 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.

B. Take following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Magnolia, Arkansas, operating as Magnolia Manor, copies of the attached notice marked "Appendix 5." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

6. Colonial Park Nursing Home:

A. Cease and desist from

(1) Discharging employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Joyce Garmon immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Joyce Garmon whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Joyce Garmon and notify her in writing that this has been done and that evidence of her unlawful discharge will not be used as a basis for future personnel action against her.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Marshall, Texas, operating as Colonial Park Nursing Home, copies of the attached notice marked "Appendix 6." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

7. Claystone Manor:

A. Cease and desist from

(1) Threatening employees with discharge because of their union activity or other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Ennis, Texas, operating as Claystone Manor, copies of the attached notice marked "Appendix 7." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

9. and 10. Beverly Manor of Reading:

A. Cease and desist from

(1) Refusing to rehire employees because of their union activity or other protected concerted activity.

(2) Unilaterally implementing changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative or in retaliation for filing a grievance.

(3) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(4) Failing and refusing to meet and bargain with a union representing its employees concerning employees' complaints and grievances.

(5) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Patricia Chroninger immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Patricia Chroninger whole, commencing from the date she was unlawfully refused rehire, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the unlawful refusal to rehire Patricia Chroninger and notify her in writing that this has been done and that evidence of the unlawful refusal to rehire her will not be used as a basis for future personnel action against her.

(4) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(5) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by its employees as their collective-bargaining representative.

(6) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(7) Post at its facility in Birdsboro, Pennsylvania, operating as Beverly Manor of Reading, copies of the attached notice marked "Appendices 9 and 11." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

12. Smithfield Convalescent Center:

A. Cease and desist from

(1) Forbidding or restricting the activities of employees' union representatives in nonwork and/or non-patient care areas.

(2) Failing and refusing to meet and bargain with a union representing its employees concerning employees' complaints and grievances.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Smithfield, Missouri, operating as Smithfield Convalescent Center, copies of the attached notice marked "Appendix 12." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

13. Hillcrest Convalescent Center:

A. Cease and desist from

(1) Threatening employees with loss of benefits if they select a union to represent them.

(2) Threatening employees with job loss if they select a union to represent them.

(3) Threatening to close or sell a facility if the employees select the Union as their collective-bargaining representative.

(4) Threatening employees with the futility of selecting a union as their collective-bargaining representative.

(5) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Pasco, Washington, operating as Hillcrest Convalescent Center, copies of the attached notice marked "Appendix 13." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

14. Duke Convalescent Center:

A. Cease and desist from

(1) Threatening employees with discharge because of their union activity or other protected concerted activity.

(2) Interrogating employees regarding their union activity or the union activity of others.

(3) Creating the impression of surveillance of employees' union activities among employees.

(4) Discharging employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(5) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Lucille Lucas immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Lucille Lucas whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to Lucille Lucas' discharge and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Lancaster, Pennsylvania, operating as Duke Convalescent Center, copies of the attached notice marked "Appendix 14." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

15. York Terrace Nursing Center:

A. Cease and desist from

(1) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(2) Post at its facility located at Pottsville, Pennsylvania, operating as York Terrace Nursing Center, copies of the attached notice marked "Appendix 15." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

16. Stroud Manor:

A. Cease and desist from

(1) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(2) Post at its facility located in East Stroudsburg, Pennsylvania, operating as Stroud Manor, copies of the attached notice marked "Appendix 16." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

17. Meyersdale Manor:

A. Cease and desist from

(1) Threatening employees with loss of benefits if they select a union to represent them.

(2) Threatening employees with discharge because of their union activity or other protected concerted activity.

(3) Threatening to close or sell a facility if the employees select the Union as their collective-bargaining representative.

(4) Forbidding or attempting to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off its property and during nonworking time or in nonwork and/or nonpatient care areas.

(5) Interrogating employees regarding their union activity or the union activity of others.

(6) Engaging in surveillance of employees' union activities or creating the impression of such surveillance among employees.

(7) Discharging employees or imposing any disciplinary measures on employees, including warnings, because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

(8) Unilaterally implementing changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

(9) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Suzanne La Framboise full and immediate reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Suzanne La Framboise whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Suzanne La Framboise and the unlawful disciplinary actions taken against Patricia Spangler, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility located in Meyersdale, Pennsylvania, operating as Meyersdale Manor, copies of the attached notice marked "Appendix 17." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

18. Richland Manor:

A. Cease and desist from

(1) Threatening employees with discipline or more onerous working conditions, and imposing such conditions, because of their union activity or other protected concerted activity.

(2) Threatening employees with loss of benefits if they select a union to represent them.

(3) Promising increased wages or benefits to induce employees to defeat the Union.

(4) Interrogating employees regarding their union activity or the union activity of others.

(5) Creating the impression of surveillance of employees' union activities among employees.

(6) Discharging employees because of their activities on behalf of or support for a union or their participation in other protected concerted activity.

(7) Issuing less favorable performance evaluations to employees because of their support for a union or their participation in other protected concerted activity.

(8) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Make Deborah Altemus whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay

shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(2) Remove from its files any references to the discharge and unlawful disciplinary actions taken against Deborah Altemus and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

(3) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(4) Post at its facility located in Johnston, Pennsylvania, operating as Richland Manor, copies of the attached notice marked "Appendix 18." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(5) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

19. Stenton Hall Nursing & Convalescent Center:

A. Cease and desist from

(1) Restricting the activities of employee union representatives in nonwork and/or nonpatient care areas.

(2) Failing and refusing to bargain in good faith with a union selected by a majority of its employees as their collective-bargaining representative by refusing to execute a collective-bargaining agreement.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with any union selected by its employees as their collective-bargaining representative by executing a negotiated collective-bargaining agreement.

(2) Post at its facility located in Philadelphia, Pennsylvania, operating as Stenton Hall Nursing & Convalescent Center, copies of the attached notice marked "Appendix 19." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately

upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

20. North Park Manor:

A. Cease and desist from

(1) Transferring employees to less desirable positions because of their activities on behalf of the Union.

(2) Discharging employees or imposing any disciplinary measures on employees including suspensions, written warnings, or oral warnings, because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(3) Failing and refusing to bargain in good faith over the effects of selling the facility with a union selected by a majority of its employees as their collective-bargaining representative.

(4) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Jeraldine Bubna immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.⁸

(2) Make Jeraldine Bubna whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Jeraldine Bubna and the unlawful disciplinary action taken against Joyce Kircher and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by its employees as

⁸We note that this facility has been sold but the record is unclear what, if any, provisions were made for the employees, i.e., whether they were provided for by agreement between the Respondent and the purchaser, transferred to or placed on preferential hiring lists at another of the Respondent's facilities, etc. Thus, we leave to the compliance stage of this proceedings the matter of Bubna's reinstatement.

their collective-bargaining representative over the effects the decision to sell the facility.

(5) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(6) Mail an exact copy of the attached notice marked "Appendix 20" to the Union and to all employees represented by the Union and employees of the Respondent on September 11, 1987. Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(7) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

21. Greene Health Care Center:

A. Cease and desist from

(1) Failing and refusing to meet and bargain in good faith with a union representing its employees over the effects of its decision to sell the facility.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by its employees as their collective-bargaining representative over the effects the decision to sell the facility.

(2) Mail an exact copy of the attached notice marked "Appendix 21" to the Union and to all employees represented by the Union and employed by the Respondent on September 11, 1987. Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

22. Four Chaplains Convalescent Center:

A. Cease and desist from

(1) Interrogating employees regarding their union activity or the union activity of others.

(2) Engaging in surveillance of employees' union activities or creating the impression of such surveillance among employees.

(3) Discharging employees or imposing any disciplinary measures on employees, including suspensions and warnings, because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(4) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Precious Beasley immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority or other rights and privileges.

(2) Make Precious Beasley and Leonette Curry whole, commencing from the date of their unlawful discharge or suspension, respectively, for any loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Precious Beasley and the unlawful disciplinary action taken against Leonette Curry and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, time-cards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility located in Westland, Michigan, operating as Four Chaplains Convalescent Center, copies of the attached notice marked "Appendix 22." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the representation election be set aside and that a new election be ordered and conducted by the Regional Director for Region 7 whenever he deems it appropriate.

23. Adrian Health Care Center:

A. Cease and desist from

(1) Discharging employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Kim King immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Kim King whole, commencing from the date of her unlawful discharge, for any loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge of Kim King and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility located in Adrian, Michigan, operating as Adrian Health Care Center, copies of the attached notice marked "Appendix 23." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

24. Provincial House Total Living Center:

A. Cease and desist from

(1) Threatening employees with more onerous working conditions because of their union activity or other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility located in Kalamazoo, Michigan, operating as Provincial House Total Living Center, copies of the attached notice marked "Appendix 24." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

25. Faith Haven Care Center:

A. Cease and desist from

(1) Threatening employees with discipline or more onerous working conditions, and imposing such conditions, because of their union activity or other protected concerted activity.

(2) Threatening employees with loss of benefits if they select a union to represent them.

(3) Interrogating employees regarding their union activity or the union activity of others.

(4) Engaging in or soliciting others to engage in surveillance of employees' union activities or creating the impression of such surveillance among employees.

(5) Discharging employees or imposing any disciplinary measures on employees because of their activities on behalf of or support for a union or their participating in their protected concerted activity.

(6) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Yvonne Murine immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Yvonne Murine whole, commencing from the date of her unlawful discharge, for loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be

computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any reference to the discharge of Yvonne Murine and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Jackson, Michigan, operating as Faith Haven Care Center, copies of the attached notice marked "Appendix 25." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

26. Sherman Oaks Care Center:

A. Cease and desist from

(1) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(2) Post at its facility in Muskegon, Michigan, operating as Sherman Oaks Care Center, copies of the attached notice marked "Appendix 26." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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 Re-

spondent to ensure that the notices are not altered, defaced, or covered by any other material.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

27. East Village Nursing Home:

A. Cease and desist from

(1) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(2) Discharging employees or imposing any disciplinary measures on employees because of their activities on behalf of or support for a union or their participating in their protected concerted activity.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Elias Pierre and Nicole Pierre immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions (at different facilities if necessary), without prejudice to their seniority and other rights and privileges.

(2) Make Elias Pierre and Nicole Pierre whole, commencing from the date of their unlawful discharges, for loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharges of Elias Pierre and Nicole Pierre and the unlawful discipline of Immacula Joseph and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(5) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(6) Post at its facility in Lexington, Massachusetts, operating as East Village Nursing Home, copies of the attached notice marked "Appendix 27." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Re-

spondent immediately upon receipt 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.

(7) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

28. Ridgewood Court Nursing Home:

A. Cease and desist from

(1) Forbidding or attempting to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off its property and during nonworking time or in nonwork and/or nonpatient care areas.

(2) Interrogating employees regarding their union activity or the union activity of others.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Attleboro, Massachusetts, operating as Ridgewood Court Nursing Home, copies of the attached notice marked "Appendix 28." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

29. Torrington Extend-A-Care:

A. Cease and desist from

(1) Failing and refusing to supply any union representing its employees, on request, with information necessary and relevant to its collective-bargaining functions.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) On request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

(2) Post at its facility in Torrington, Connecticut, operating as Torrington Extend-A-Care, copies of the attached notice marked "Appendix 29." Copies of the

notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

30. Pond Point Convalescent Home:

A. Cease and desist from

(1) Threatening employees with discharges because of their union activity or other protected concerted activity.

(2) Discharging employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Vicky Buker immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Vicky Buker whole, commencing from the date of her unlawful discharge, for loss of pay and other benefits suffered by her as a result of the discrimination practiced against her. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any reference to the discharge of Vicky Buker and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Milford, Connecticut, operating as Pond Point Convalescent Home, copies of the attached notice marked "Appendix 30." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

31. Golden Rule Nursing Home:

A. Cease and desist from

(1) Threatening to withhold a wage increase because employees selected the Union as their collective-bargaining representative.

(2) Promising increased wages or benefits to induce employees to decertify the Union, or otherwise inviting employees to decertify the Union.

(3) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility in Richmond, Indiana, operating as Golden Rule Nursing Home, copies of the attached notice marked "Appendix 31." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

32. Belleville Nursing Home:

A. Cease and desist from

(1) Imposing any disciplinary measures on employees because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Remove from its files any reference to the unlawful disciplinary action taken against Malcom Campbell and notify him in writing that this has been done and that evidence of his unlawful discipline will not be used as a basis for future personnel action against him.

(2) Post at its facility in Belleville, Illinois, operating as Belleville Nursing Home, copies of the attached notice marked "Appendix 32." Copies of the notice, on forms provided by the Regional Director for

Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(3) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

33. Ridgeview Manor Nursing Home:

A. Cease and desist from

(1) Discharging employees or refusing to permit employees to return from a leave of absence because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Shirley Niswonger immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

(2) Make Shirley Niswonger and Charisse Bryant whole, commencing from the date of their unlawful discharge or refusal to permit a return from a leave of absence, respectively, for any loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the discharge or refusal to permit a return from leave of absence of Shirley Niswonger and Charisse Bryant, respectively, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Maldin, Missouri, operating as Ridgeview Manor Nursing Home, copies of the attached notice marked "Appendix 33." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Re-

spondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

34. Sycamore Village Nursing Home:

A. Cease and desist from

(1) Discharging employees or imposing any disciplinary measures on employees including suspensions because of their activities on behalf of or support for a union or their participating in other protected concerted activity.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Offer Janet Glenn, Debra Wiley, and Maggie Roper immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions (at different facilities if necessary), without prejudice to their seniority and other rights and privileges.

(2) Make Janet Glenn, Debra Wiley, and Maggie Roper whole, commencing from the date of their unlawful discharge or suspension as the case may be, for any loss of pay and other benefits suffered by them as a result of the discrimination practiced against them. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest computed as set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(3) Remove from its files any references to the suspensions and discharges of Janet Glenn, Debra Wiley, and Maggie Roper, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

(4) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(5) Post at its facility in Kokomo, Indiana, operating as Sycamore Village Nursing Home, copies of the attached notice marked "Appendix 34." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(6) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

36. Parkview Manor Nursing Home:

A. Cease and desist from

(1) Threatening to withhold a wage increase if employees selected the Union as their collective-bargaining representative.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Post at its facility located in St. Paul, Minnesota, operating as Parkview Manor Nursing Home, copies of the attached notice marked "Appendix 36." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(2) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the representation election be set aside and that a new election be ordered and conducted by the Regional Director for Region 30 whenever he deems it appropriate.

37. Parkview Gardens Care Center:

A. Cease and desist from

(1) Unilaterally implementing terms and conditions of employment different from those contained in the final offer following impasse in bargaining.

(2) 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.

B. Take the following affirmative action necessary to effectuate the policies of the Act.

(1) Make whole those employees adversely affected by the unlawful implementation of the vacation buyout program as set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), *enfd.* 444 F.2d 502 (6th Cir. 1971), with interest computed in the manner set forth in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

(2) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other

records necessary to analyze the amount of backpay or other moneys due under the terms of this Order.

(3) Post at its facility located in Waterloo, Iowa, operating as Parkview Gardens Care Center, copies of the attached notice marked "Appendix 37." Copies of the notice, on forms provided by the Regional Director for Region 6, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt 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.

(4) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

APPENDIX 1

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discipline or more onerous working conditions, or impose such conditions, because of their union activity or other protected concerted activity.

WE WILL NOT forbid or attempt to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off our property and during nonworking time or in nonwork and/or nonpatient care areas.

WE WILL NOT create the impression of surveillance of employees' union activities among employees.

WE WILL NOT reprimand employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT fail or refuse to bargain in good faith with a union selected by a majority of our employees as their collective-bargaining representative.

WE WILL NOT unilaterally implement changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

WE WILL NOT fail or refuse to meet and bargain with a union representing our employees concerning employees' complaints and grievances.

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 remove from our files references to the disciplining of Josephine Belice and Debbie Savelli and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS BEVERLY MANOR OF MONROEVILLE

APPENDIX 2

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discipline or more onerous working conditions because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT threaten employees with discharge because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with reprisal for testifying at a Board hearing.

WE WILL NOT forbid or attempt to forbid employees from wearing union identification or from engaging in lawful solicitation or distribution on behalf of a union on or off our property and during nonworking time or in nonwork and/or nonpatient care areas.

WE WILL NOT discharge employees or impose any disciplinary measures on employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT issue employees less favorable performance evaluations because of their support for or activities on behalf of a union.

WE WILL NOT fail or refuse to bargain in good faith with a union selected by a majority of our employees as their collective-bargaining representative.

WE WILL NOT unilaterally implement changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

WE WILL NOT fail or refuse to meet and bargain with a union representing our employees concerning employees' complaints and grievances.

WE WILL NOT assault union representatives, delegates, or stewards.

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

WE WILL make whole the 17 employees unlawfully discharged on September 15, 1986, but later rehired for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discharge plus interest.

WE WILL remove from our files references to the discharges of the 17 employees discharged on September 15, 1986, and the disciplining of Joann Clingan and notify them in writing that this has been done and that evidence of their unlawful discharges or discipline will not be used as a basis for future personnel action against them.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS FAYETTE HEALTH CARE CENTER

APPENDIX 3

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discipline or more onerous working conditions, or impose such conditions, because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT threaten to withhold a wage increase because employees selected the Union as their collective-bargaining representative.

WE WILL NOT forbid or attempt to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off our property and during nonworking time or in nonwork and/or nonpatient care areas.

WE WILL NOT interrogate employees with regard to their union activity or the union activity of others.

WE WILL NOT create the impression of surveillance of employees' union activities among employees.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS MOUNT LEBANON MANOR CONVALESCENT CENTER

APPENDICES 4 AND 11

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees that if they engage in a strike, they will not be permitted to visit close relatives who are residents at the facility.

WE WILL NOT interrogate employees with regard to their union activity or the union activity of others.

WE WILL NOT create the impression of surveillance of employees' union activities among employees.

WE WILL NOT discharge employees or impose any disciplinary measures on employees including suspensions, written warnings, or oral warnings, because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT fail or refuse to bargain in good faith with a union selected by a majority of our employees as their collective-bargaining representative by, among other things, dealing directly with represented employees.

WE WILL NOT unilaterally implement changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

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

WE WILL offer Erika Evans immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Erika Evans and Marie Meador whole for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discharge or suspension, as the case may be, plus interest.

WE WILL remove from our files any references to the discharge of Erika Evans and the disciplining of Marie Meador, Pamela Newell, and Lynn Smith and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
 F/K/A BEVERLY ENTERPRISES, OPERATING AS CARPENTER CARE CENTER

APPENDIX 5

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT promise increased benefits to induce employees to sign a petition to decertify the Union.

WE WILL NOT circulate or cause to be circulated a petition to decertify the Union.

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.

BEVERLY CALIFORNIA CORPORATION
 F/K/A BEVERLY ENTERPRISES, OPERATING AS MAGNOLIA MANOR

APPENDIX 6

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT discharge employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 offer Joyce Garmon immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Joyce Garmon whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Joyce Garmon and notify her in writing that this has been done and that evidence of her unlawful discharge will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS COLONIAL PARK NURSING HOME

APPENDIX 7

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discharge because of their union activity or other protected concerted activity.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS CLAYSTONE MANOR

APPENDICES 9 AND 10

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT refuse to rehire employees because of their union activity or other protected concerted activity.

WE WILL NOT unilaterally implement changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative or in retaliation for filing a grievance.

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

WE WILL NOT fail or refuse to meet and bargain with a union representing our employees concerning employees' complaints and grievances.

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 offer Patricia Chroninger immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Patricia Chroninger whole for any loss of pay and other benefits suffered by her commencing from the date of our unlawful refusal to rehire her, plus interest.

WE WILL remove from our files any reference to our unlawful refusal to rehire Patricia Chroninger and notify her in writing that this has been done and that evidence of the unlawful refusal to rehire her will not be used as a basis for future personnel action against her.

WE WILL, on request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

WE WILL, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with the Union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS BEVERLY MANOR OF READING

APPENDIX 12

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT forbid or restrict the activities of employees' union representatives in nonwork and/or non-patient care areas.

WE WILL NOT fail or refuse to meet and bargain with a union representing our employees concerning employees' complaints and grievances.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS SMITHFIELD CONVALESCENT CENTER

APPENDIX 13

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT tell employees that it is futile for them to select a union as their collective-bargaining representative.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT threaten employees with job loss if they select a union to represent them.

WE WILL NOT threaten to close or sell the facility if employees select a union to represent them.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS HILLCREST CONVALESCENT CENTER

APPENDIX 14

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discharge because of their union activity or other protected concerted activity.

WE WILL NOT interrogate employees regarding their union activity or the union activity of others.

WE WILL NOT create the impression of surveillance of employees' union activities among employees.

WE WILL NOT discharge employees because of their activities on behalf of or support for a union or be-

cause they engaged in other protected concerted activity.

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 offer Lucille Lucas immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Lucille Lucas whole for any loss of pay and other benefits suffered by her commencing from that the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Lucille Lucas and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS DUKE CONVALESCENT CENTER

APPENDIX 15

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

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, on request, furnish to the applicable Union information that is relevant and necessary to its

role as exclusive bargaining representative of the unit employees.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS YORK TERRACE NURSING CENTER

APPENDIX 16

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

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, on request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS STROUD MANOR

APPENDIX 17

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discharge because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT forbid or attempt to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off our property and during nonworking time or in nonwork and/or nonpatient care areas.

WE WILL NOT interrogate employees regarding their union activity or the union activity of others.

WE WILL NOT engage in surveillance of employees' union activities or create the impression of such surveillance among employees.

WE WILL NOT discharge employees or impose any disciplinary measures on employees, including warnings, because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT unilaterally implement changes in terms and conditions of employment of employees without prior notice to or affording an opportunity to bargain with the Union selected as their collective-bargaining representative.

WE WILL NOT threaten to close or sell the facility if the employees select a union as their collective-bargaining representative.

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 offer Suzanne La Framboise immediate and full reinstatement to her former position or, if that

position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Suzanne La Framboise whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Suzanne La Framboise and the disciplining of Patricia Spangler and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS MEYERSDALE MANOR

APPENDIX 18

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discipline or more onerous working conditions, or impose such conditions, because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT interrogate employees regarding their union activity or the union activity of others.

WE WILL NOT create the impression of surveillance of employees' union activities among employees.

WE WILL NOT discharge employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT issue employees less favorable performance evaluations because of their support for or activities on behalf of a union.

WE WILL NOT promise employees wage increases or other benefits if they do not select the Union as their collective-bargaining representative.

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 make Deborah Altemus whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Deborah Altemus and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS RICHLAND MANOR

APPENDIX 19

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to bargain in good faith with a union selected by a majority of our employees as their collective-bargaining representative by refusing to execute a collective-bargaining agreement.

WE WILL NOT restrict the activities of employee union representatives in nonwork and/or nonpatient care areas.

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, on request, bargain in good faith concerning wages, hours, and other terms and conditions of employment with any union selected by our employees as their collective-bargaining representative by executing a negotiated collective-bargaining agreement.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS STENTON HALL NURSING & CONVALESCENT CENTER

APPENDIX 20

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT transfer employees to less desirable positions because of their activities on behalf of the Union.

WE WILL NOT discharge employees or impose any disciplinary measures on employees including suspensions, written warnings, or oral warnings, because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT fail or refuse to bargain in good faith over the effects of selling the facility with a union selected by a majority of our employees as their collective-bargaining representative.

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 offer Jeraldine Bubna immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position

(at a different facility if necessary), without prejudice to her seniority and other rights and privileges.*

WE WILL make Jeraldine Bubna whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Jeraldine Bubna and the unlawful discipline of Joyce Kircher and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

WE WILL, on request, bargain in good faith concerning the effects of closing the facility with any union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS NORTH PARK MANOR

*We acknowledge that the Employer sold this facility as of December 1987, but the record is unclear as to whether the employees were provided for in the agreement for sale, i.e., placed on preferential hiring lists, transferred, etc. Thus, we leave to compliance whether and to what extent Bubna is entitled to reinstatement.

APPENDIX 21

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to meet and bargain in good faith over the effects of selling the facility with a union selected by a majority of our employees as their collective-bargaining representative.

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, on request, bargain in good faith concerning the effects of selling the facility with any union selected by our employees as their collective-bargaining representative.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS GREENE HEALTH CARE CENTER

APPENDIX 22

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT interrogate employees regarding their union activity or the union activity of others.

WE WILL NOT engage in surveillance of employees' union activities or create the impression of such surveillance among employees.

WE WILL NOT discharge employees or impose any disciplinary measures on employees, including suspensions and warnings, because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 offer Precious Beasley immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Precious Beasley and Leonette Curry whole for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discharge or suspension, plus interest.

WE WILL remove from our files any references to the discharge of Precious Beasley and the disciplining of Leonette Curry and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS FOUR CHAPLAINS CONVALESCENT CENTER

APPENDIX 23

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT discharge employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 offer Kim King immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Kim King whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Kim King and notify her in writing that this has been done and that evidence of her unlaw-

ful discipline will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS ADRIAN HEALTH CARE CENTER

APPENDIX 24

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with more onerous working conditions because of their union activity or other protected concerted activity.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS PROVINCIAL HOUSE TOTAL LIVING CENTER

APPENDIX 25

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discipline or more onerous working conditions, or impose such conditions, because of their union activity or other protected concerted activity.

WE WILL NOT threaten employees with loss of benefits if they select a union to represent them.

WE WILL NOT interrogate employees regarding their union activity or the union activity of others.

WE WILL NOT engage in or solicit others to engage in surveillance of employees' union activities or create the impression of such surveillance among employees.

WE WILL NOT discharge employees or impose any disciplinary measures on employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 offer Yvonne Murine immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and others rights and privileges.

WE WILL make Yvonne Murine whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any reference to the discharge of Yvonne Murine and notify her in writing that this has been done and that evidence of her unlawful discipline will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS FAITH HAVEN CARE CENTER

APPENDIX 26

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

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, on request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS SHERMAN OAKS CARE CENTER

APPENDIX 27

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 the National labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT discharge employees or impose any disciplinary measures on employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

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 offer Elias Pierre and Nicole Pierre immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions (at different facilities if necessary), without prejudice to their seniority and other rights and privileges.

WE WILL make Elias Pierre and Nicole Pierre whole for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discharges, plus interest.

WE WILL remove from our files any references to the discharges of Elias Pierre and Nicole Pierre and the disciplining of Immacula Joseph and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

WE WILL, on request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS EAST VILLAGE NURSING HOME

APPENDIX 28

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT forbid or attempt to forbid employees from engaging in lawful solicitation or distribution on behalf of a union on or off our property and during nonworking time or in nonwork and/or nonpatient care areas.

WE WILL NOT interrogate employees regarding to their union activity or the union activity of others.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS RIDGEWOOD COURT NURSING HOME

APPENDIX 29

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT fail or refuse to supply any union representing our employees, on request, with information necessary and relevant to its collective-bargaining functions.

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, on request, furnish to the applicable Union information that is relevant and necessary to its role as exclusive bargaining representative of the unit employees.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS TORRINGTON EXTEND-A-CARE

APPENDIX 30

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten employees with discharges because of their union activity or other protected concerted activity.

WE WILL NOT discharge employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 offer Vicky Buker immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at a different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Vicky Buker whole for any loss of pay and other benefits suffered by her commencing from the date of her unlawful discharge, plus interest.

WE WILL remove from our files any references to the discharge of Vicky Buker and notify her in writing that this has been done and that evidence of her unlaw-

ful discipline will not be used as a basis for future personnel action against her.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS POND POINT CONVALESCENT HOME

APPENDIX 31

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten to withhold a wage increase because employees selected a union to represent them.

WE WILL NOT promise employees a wage increase or other benefits if they decertify the Union, or otherwise invite employees to decertify the Union.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS GOLDEN RULE NURSING HOME

APPENDIX 32

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT impose any disciplinary measures on employees because of their activities on behalf of or support for a union or because they engaged in other protected concerted activity.

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 remove from our files any reference to the disciplinary action taken against Malcom Campbell and notify him in writing that this has been done and that evidence of his unlawful discipline will not be used as a basis for future personnel action against him.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS BELLEVILLE NURSING HOME

APPENDIX 33

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT discharge employees or refuse to permit them to return from a leave of absence because of their activities on behalf of or support for a union or

because they engaged in other protected concerted activity.

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 offer Shirley Niswonger immediate and full reinstatement to her former position or, if that position no longer exists, to a substantially equivalent position (at different facility if necessary), without prejudice to her seniority and other rights and privileges.

WE WILL make Shirley Niswonger and Charisse Bryant whole, commencing from the date of their unlawful discharge or refusal to permit a return from a leave of absence, respectively, for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discipline, plus interest.

WE WILL remove from our files any references to the discharge of Shirley Niswonger and the refusal to permit Charisse Bryant to return to work for a leave of absence and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS RIDGEVIEW MANOR NURSING HOME

APPENDIX 34

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT discharge employees or impose any disciplinary measures on employees, including suspensions, because of their activities on behalf of or in sup-

port for a union or because they engaged in other protected concerted activity.

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 offer Janet Glenn, Debra Wiley, and Maggie Roper immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions (at different facilities if necessary), without prejudice to their seniority and other rights and privileges.

WE WILL make Janet Glenn, Debra Wiley, and Maggie Roper whole for any loss of pay and other benefits suffered by them commencing from the date of their unlawful discharge or suspension, plus interest.

WE WILL remove from our files any references to the suspensions and discharges of Janet Glenn, Debra Wiley, and Maggie Roper, and notify them in writing that this has been done and that evidence of their unlawful discipline will not be used as a basis for future personnel action against them.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS SYCAMORE VILLAGE NURSING HOME

APPENDIX 36

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT threaten to withhold a scheduled wage increase if our employees select a union to represent them.

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.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS PARKVIEW MANOR NURSING HOME

APPENDIX 37

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 the National Labor Relations Act 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 do anything that interferes with these rights. More specifically:

WE WILL NOT unilaterally implement terms and conditions of employment different from those contained in the final offer following impasse in bargaining.

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 make whole, with interest, those employees adversely affected by our unlawful implementation of the vacation buyout program.

BEVERLY CALIFORNIA CORPORATION
F/K/A BEVERLY ENTERPRISES, OPERATING AS PARKVIEW GARDENS CARE CENTER