JD(SF)–18–25
Federal Way, Washington

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ENVISION HOSPICE OF WASHINGTON, LLC

and

INTERNATIONAL ASSOCIATION OF MACHINISTS, DISTRICT LODGE 751

Cases 19—CA—306972
19—CA—306974
19—CA—308077
19—CA—308078
19—CA—308121
19—CA—309561
19—CA—312539
19—CA—322471
19—CA—323710

Daniel McCaskey, Adam Morrison **and** ***Caitlin Tabor*****, *Esqs.,***
for the General Counsel.
Anthony Byergo and Kimberly Shely, Esqs. (Ogletree Deakins et al.),
for the Respondent.
Jonathan Shapiro, Esq. (IAM, District Lodge 751),
for the Charging Party.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This hearing was held in Seattle, Washington in November 2024 and January 2025. The complaint alleged that Envision Hospice of Washington, LLC (Envision or the Respondent) violated §8(a)(1), (3) and (5) of the National Labor Relations Act (the Act). On the record, I make the following

FINDINGS OF FACT[1]

I. JURISDICTION

Annually, Envision, a corporation with a facility in Federal Way, Washington, provides hospice services and derives gross revenues exceeding $250,000, and purchases and receives goods and services exceeding $50,000 directly from points outside of Washington. It is, as a result,

[1] Unless otherwise stated, factual findings arise from joint exhibits, stipulations and undisputed evidence. Most of the relevant facts herein are undisputed.

an employer engaged in commerce under §2(2), (6) and (7) of the Act. The International Association of Machinists, District Lodge 751 (the Union) is a §2(5) labor organization.

II. UNFAIR LABOR PRACTICES

Envision maintains Washington offices in Federal Way and Gig Harbor. It is managed by: Chief Executive Officer Robert Holder; Hospice Administrator Jordan Hale; Human Resources Director Chelsea Talbot; Chief Operating Officer Sherie Stewart; and Supervisor Denise Baxter. This case revolves around the Union's 2022 organizing campaign.[2]

A. UNION'S ORGANIZING DRIVE

On August 19, the Union petitioned to represent Envision's social workers and chaplains. (JT Exh 2). On October 11, it won the election. (JT Exh. 3). On October 18, a *Certification of Representative* issued, which certified the Union as the exclusive collective-bargaining representative of the following appropriate unit (the Unit):

> All full-time and regular part-time social workers, chaplains, bereavement counselors/coordinators, lead social workers and lead chaplains employed by the Employer and working in King, Pierce, Kitsap and Thurston, Washington Counties; excluding all other employees, nonprofessional employees, RN case managers, RNs, directors, CNAs, bath aids, volunteer coordinators, housekeeping employees, maintenance employees, account executives, administrators, administrative assistants, intake coordinators, IT support specialists, educators, GAPI nurses, medical directors, office clerical employees, and guards and supervisors as defined in the Act.

(JT Exh. 4).

B. WEINGARTEN, DISCIPLINE AND DISCHARGE ALLEGATIONS

1. Jordyn LaFreniere

Social Worker LaFreniere worked from March 7 until her December 23 layoff. She was hired at an annual salary of $85,280 and issued medical, dental and vision benefits. (GC Exh. 2). On August 16, before the Union's petition was filed, she received a glowing performance appraisal, which stated that she was "a joy," she had "next level" skills, "her efficiency … is unmatched;" and she was "a servant leader." (GC Exh. 3). From August to December, she led the Union's organizing drive, which involved lobbying coworkers, holding organizing meetings and wearing a Union pin. See also (GC Exh. 4). On September 8, LaFreniere informed management that she was pro-Union. (GC Exhs. 5-6). On October 11, she spotted anti-Union postings at the Federal Way office, including one entitled, "Washington State Hospice Care Workers Vote Overwhelmingly to Join IAM," which posted her photograph without her consent and showed her celebrating her former employer, Catholic Health Initiative, unionizing. (GC Exh. 8). Chaplain Tara Brown recalled an August conversation with Holder concerning LaFreniere that offered

[2] All dates are in 2022, unless otherwise stated.

strong context regarding the posting of her photo, where he said, "this is what she does[, she] … goes into companies and brings in unions and destroys the company." (Tr. 649).[3]

a. October 18: Verbal Counseling and Weingarten Allegation[4]

i. Record Evidence

On October 13, RN Director Pope sent out a group email, which criticized LaFreniere's charting, without expressly identifying her. (GC Exh. 10). LaFreniere realized that she was being referenced and sent a "reply all" email defending her actions. (Id.). Pope emailed her back:

> You are welcome to disagree …. [T]here's nothing in the summary that indicates what you specifically did during the visit …. If I was … auditing the charting, I would be confused as to your role ….
>
> On another note, it is extremely unprofessional to cc everyone on your reply … I redacted everyone's name … [and] there would be no way to know who I was talking about …. [Y]ou … completed the education on sending emails …. This does not fall into the guideline …. [S]ee me tomorrow morning.

(Id.).

On October 18, LaFreniere met with Holder to discuss her "reply all." She became worried that the meeting might lead to discipline and requested that Catherine Collins serve as her *Weingarten* representative, which Holder promptly denied. Holder then admonished her for using "reply all" and called her insubordinate. This resulted in a *Verbal Counseling Session*, which charged her with "creating a hostile work environment."[5] (GC Exh. 79).

ii. Analysis

Verbal Counseling

LaFreniere's *Verbal Counseling* was unlawful. The framework for analyzing whether discipline violates §8(a)(3) is set out in *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), which requires the GC to show, by a preponderance of the evidence, that protected concerted activity was a motivating factor for the employment action. In *Sec. Walls, LLC*, 371 NLRB No. 74 (2022), the Board explained:

> Under *Wright Line*, the General Counsel bears the initial burden of establishing that an employee's … protected concerted activity was a motivating factor in the

[3] Holder was not called to rebut this testimony. Brown was credible and her unrebutted testimony has been credited. *Douglas Aircraft Co*., 308 NLRB 1217 (1992) (failure to call a witness "who may reasonably be assumed to be favorably disposed to the party, [supports] an adverse inference … regarding any factual question on which the witness is likely to have knowledge").

[4] This was alleged to be unlawful under Complaint ¶¶6-7 and 14-15.

[5] The *Employee Handbook* lists "verbal … counseling" as its first progressive discipline step. (GC Exhs. 77-78).

> employer's adverse employment action. The General Counsel meets this burden by proving that (1) the employee engaged in Section 7 activity, (2) the employer knew of that activity, and (3) the employer had animus against the Section 7 activity, which must be proven with evidence sufficient to establish a causal relationship between the discipline and the Section 7 activity. Once the General Counsel sustains her initial burden, the burden shifts to the employer to demonstrate that it would have taken the same action even in the absence of the protected activity.

Id at 11. (footnotes omitted). "[W]here an employer's purported reasons for taking an adverse action against an employee amount to a pretext--that is to say, they are false or not actually relied upon--the employer necessarily cannot meet its *Wright Line* rebuttal burden." *CSC Holdings, LLC*, 368 NLRB No. 106, slip op. at 3 (2019).[6] On the other hand, further analysis is required if the defense is one of "dual motivation," i.e., the employer avers that, even if an invalid reason played some part in its motivation, it would have still taken the same action for permissible reasons. *Palace Sports & Entertainment, Inc. v. NLRB*, 411 F.3d 212, 223 (D.C. Cir. 2005).

The GC adduced a strong prima facie case.[7] LaFreniere engaged in Union activity (i.e., she led the campaign), Envision knew of her activity (i.e., it posted her photo in relation to the campaign and Holder complained to Brown that she was the key Union organizer), and there is animus (e.g., several violations of the Act found herein, Holder's claim that she destroys companies, and management's otherwise inexplicable decision to post her photo in "public enemy number one" fashion). The close timing between her Union activity and discipline also suggests animus (i.e., she was disciplined within a week of the election). *La Gloria Oil & Gas Co.*, 337 NLRB 1120 (2002).

Envision failed to show that it would have taken the same action absent her protected activity. *First*, it offered no testimony or defense regarding the *Verbal Counseling*. It could have had either Pope or Holder explain why a relatively innocuous "reply all" was verboten, but, opted not to.[8] *Second*, nothing in her "reply all" hints at insubordination or misconduct; if anything, she engendered positive professional discourse. *Third*, displaying her photo alongside management's anti-Union campaign postings suggests invidious motivation. There was simply no reason to post her photo without her consent, beyond denigrating her and identifying her as the Union's ringleader. *Finally*, as noted, the close timing between the Union's October 11 victory and her October 18 discipline suggests unlawful motive. *Lucky Cab Co.*, 360 NLRB 271, 274 (2014) ("timing of adverse action shortly after an employee has engaged in protected activity . . . may raise an inference of … unlawful motive.").

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[6] The employer cannot meet its burden, however, merely by showing that it had a legitimate reason for its action; rather, it must show that it would have taken the same action in the absence of the protected conduct. *Bruce Packing Co.*, 357 NLRB 1084, 1086–1087 (2011). If the employer's proffered reasons are pretextual (i.e., either false or not actually relied on), it fails, by definition, to show that it would have taken the same action for those reasons regardless of the protected conduct. *Metropolitan Transportation Services*, 351 NLRB 657, 659 (2007).

[7] While Envision avers that *Verbal Counseling* is not discipline, its Handbook says otherwise. (GC Exh. 77 at 24).

[8] Labor counsel Byergo, its sole witness, did not discuss this matter.

Weingarten Violation

Envision violated LaFreniere's *Weingarten* rights. In *NLRB v. J. Weingarten, Inc.*, the Supreme Court held that §7 prohibits an employer from refusing an employee's request for union representation during an investigatory meeting, which the employee reasonably believes could lead to discipline. 420 U.S. 251, 260 (1975). When an employee makes such a request, an employer has 3 choices: "(1) grant the request; (2) discontinue the interview; or (3) offer the employee the choice between continuing the interview without a union representative or having no interview at all." *Troy Grove*, 371 NLRB No. 138, slip op. at 3 (2022).

LaFreniere reasonably believed that Holder was conducting an investigatory interview, which might lead to discipline. He asked questions about her "reply all," called her insubordinate and later issued a *Verbal Counseling*. His actions were clearly an investigatory prelude to discipline. Holder's exclusion of Collins, thus, violated §8(a)(1).[9]

b. December 23: LaFreniere's Discriminatory Layoff[10]

i. Record Evidence

On November 15, former labor relations counsel Peter Finch notified the Union that decreased patient census numbers required Envision to conduct layoffs. (GC Exh. 52). The parties met several times to discuss this issue, but, failed to reach agreement. On December 22, Director of HR Talbott notified LaFreniere that, "effective … December 23, you will be terminated … [due to] a reduction in force …. [resulting] from lower than projected patient census numbers …. [and that selection] was based on seniority."[11] (GC Exh. 12). Although LaFreniere asked Talbott if Social Worker Lori Lindholm's recent resignation might preempt her own layoff, Talbott insisted that it would not. Given that Envision cited decreased census as its layoff rationale, the GC provided conflicting census data, which actually showed projected census increases:

Year	2019	2020	2021	2022 (proj.)	2023 (proj.)	2024 (proj.)	2025 (proj.)
Average Daily Census	2.2	12.9	41.1	45.2	83.4	106.64	133.97
FTE – Medical Social Worker	.5	.75		1	2.53	3.05	3.83
FTE – spiritual counselor	.12	.75		1.21	2.29	2.93	3.68
Patient Admissions (projected)				276	507	648	815
Average Length of Stay (projected)				60	60	60	60
Patient Days (projected)				45.3	83.4	106.6	134

[9] Holder was never called to testify; LaFreniere's uncontested account has, accordingly, been credited.

[10] This was alleged as unlawful under Complaint ¶¶7, 13 and 14.

[11] Byergo testified that Envision laid off LaFreniere as the least senior social worker due to a decreased census and denied that Union activities played any role.

(GC Exh. 55 at 18, 33).[12] This chart summarizes Unit staffing changes from November 2022 to April 2023 (i.e., the time of LaFreniere's layoff):

Classification	On Nov. 15, 2022	On Apr. 5, 2023
Medical Social Workers	1. Catherine Collins 2. Karina Espinoza 3. Lori Lindholm 4. LaFreniere	**1. Catherine Collins** ~~2. Karina Espinoza~~ (quit: Jan. 6, 2023) ~~3. Lori Lindholm~~ (quit: Jan. 13, 2023) ~~4. LaFreniere~~ (layoff: Dec. 23, 2022) ~~5. Tana Berry~~ (hired: Mar. 15, 2023/fired: Mar. 20, 2023)
Spiritual Counselors	1. Elyse Jauregui 2. Tara Young Brown 3. Trina Banks	1. ~~Elyse Jauregui~~ (quit: Dec. 23, 2022) 2. ~~Tara Young Brown~~ (quit: Feb. 2, 2023) 3. ~~Trina Banks~~ (layoff: Dec. 23, 2022) **4. Jill Jones (part-time, hired: Mar. 8, 2023)** 5. ~~Francis Oak~~ (hired: Jan. 18, 2023/quit: Feb. 17, 2023)

(GC Exhs. 12, 32, 39, 44, 52, 63; R Exh. 3). In sum, the GC showed that, although Envision projected census gains, its Unit workforce was cut by over 70% from 7 to 2 after the election.

ii. Analysis

The GC made out a prima facie *Wright Line* case regarding LaFreniere's layoff (i.e., as discussed, it showed Union activity, knowledge and animus). For several reasons, I find that Envision failed to show that it would have laid her off absent her protected activity. *First*, while it argued that her layoff resulted from a declining census, the record shows otherwise, i.e., its *Certificate of Need* contrarily reported growing census projections. *Second*, Envision pursued her layoff, even after Lindholm resigned. This means that, even though it initially sought to cut only a single social worker, it inexplicably increased the scope of its layoff to allow it to still remove LaFreniere.[13] *Third,* the animus associated with her verbal discipline undermines its claims of a non-discriminatory layoff.[14] In sum, LaFreniere's layoff violated §8(a)(3).

2. December 1: Janet Ritchie's Discharge[15]

RN Case Manager Ritchie worked from November 2020 until her December 1, 2022 firing. She attended 2 pro-management labor relations meetings before the election, but, walked out each time.[16] On December 1, she received a call from Holder and Talbott and was informed that she would be fired for harassment.[17] She asked for an explanation, but, none was provided.

[12] The data came from Envision's *Hospice Agency Certificate of Need* filed with Washington on January 31, 2022.
[13] As said, Envision did not provide any testimony that it previously factored Lindholm's resignation into its layoff decision. This supports an adverse inference on this point. *Douglas Aircraft Co*., supra.
[14] Envision's failure to call Talbott, Holder or another manager, who could have synthesized contrary census data or offered a non-discriminatory explanation, is suspect and supports an adverse inference. *Douglas Aircraft Co*., supra.
[15] This was alleged as unlawful under Complaint ¶¶7 and 14.
[16] To date, the nurses have not unionized.
[17] She received a verbal warning and written warning in June. (GC Exh. 22). She received a positive performance appraisal before her firing.

Although Envision provided no testimony regarding Ritchie's firing, its basis can be gleaned from its position statement provided during the Region's investigation, which discusses a discussion on WhatsApp, an employee-run group chat as the basis for its actions:

> [A]fter Hope posted her request, Slawnikowski then posted a response stating:
>
> Your name was not specifically mentioned [.It] was a generalization that all staff should be compensated whether you agree or not ….
>
> [U]nionizing means standing together … and if someone doesn't feel like being a part of the larger picture and … wants to pick and choose what matters they are concerned in, it doesn't feel like unity …. MSW/Chaplains are experiencing the biggest change[s] …. Nurses are being asked to fill … other disciplines. These are vital to our patient care and if you aren't worried about those things as they don't directly affect you, what change are you fighting for? It feels like you are fighting us more in this chat …. I'm here as a safe space to vent and you have personally made me uncomfortable to vent ….
>
> This post by Slawnikowski was "liked" by Rutledge and Ritchie …. There can be no dispute that, with this response, the three … nurses were not respecting Hope's right to have her own protected views under Section 7 and her right to request that they not misrepresent her views, and instead attacked Hope for refraining from concerted activity - all topped off with a claim of they themselves being a "victim" as a result of Hope's fair request.
>
> Alarmed by this attack, Hope reported her concerns to company management …. In the interview, Hope shared her complaints about the letter and the WhatsApp post and that she feared for her personal safety …. Reviewing the clear documentary evidence …, the Company concluded that this was a clear violation of its non-harassment and discrimination policies ….

(R. Exh. 44).

Ritchie's termination was unlawful. When the conduct for which employees are discharged constitutes protected concerted activity, "the only issue is whether [that] conduct lost the protection of the Act because … [it] crossed over the line separating protected and unprotected activity." *Phoenix Transit System*, 337 NLRB 510, 510 (2002), enfd. mem. 63 Fed.Appx. 524 (D.C. Cir. 2003). When an employer takes adverse action for conduct occurring during a conversation while the employee was engaging in protected concerted activity, the Board applies the legal standard set forth in *Atlantic Steel* to gauge whether the action was lawful. 245 NLRB 814 (1979); *Lion Elastomers LLC*, 372 NLRB No. 83, slip op. at 1 (2023). Under *Atlantic Steel*, the question is whether an employee engaged in protected concerted activity can, by sufficiently obnoxious conduct, lose the Act's protection. In its analysis, the Board considers: (1) the place of the discussion; (2) the subject matter; (3) the nature of the outburst; and (4) whether the outburst was provoked by an unfair labor practice. *Lion Elastomers LLC*, supra.

In the instant case, Ritchie was fired for harassment because she "liked" Slawnikowski's post (i.e., she liked protected speech that encouraged unity, disagreed with the unlawful unilateral changes and complained about nurses working outside of their licensure). This "like" was undisputedly a §7 activity, where Ritchie expressed support for Slawnikowski's collective workplace concerns and call for unity. *Atlantic Steel* strongly favors protection. Factor 1 favors protection given that Ritchie's discussion took place outside of work hours on an online employee-only forum, which focused on collective concerns. Factor 2 favors protection; Ritchie "liked" a comment about unity and workplace grievances. Factor 3, the nature of the outburst, favors protection, given that the "like" did not threaten or harass Hope. Factor 4 favors protection, given that Ritchie's "like" was provoked by the many ULPs at issue herein, i.e., the unilateral changes. In sum, Ritchie's actions were protected and Envision's retaliation for her "like" was unlawful.

3. November 29: Andrea Rutledge's Discharge[18]

In August, upon learning about the Unit's campaign, RN case manager Rutledge attended several Union meetings and lobbied her fellow nurses to unionize. On November 27, she sent this email to Envision's management team:

> I love the work … and my team … [is] incredible. However, I have … concerns ….
>
> [I]t started with … poor … communication from management …. [T]here is a distinct lack of … integrity … [and] knowledge of our jobs …, which is making it … difficult to provide … excellent … care ….
>
> [M]ultiple mandatory in-person meetings [are] called, … with less than 48 hours notice. Management has shown no regard to how this affects … patient care ….
>
> Since … unionization … began, there has been … bullying and harassing … by management …. Staff … have been harassed …, the most blatant … is the photo of Jordyn [LaFreniere] … placed in the office, without her permission ….
>
> [The nurses and CNAs have] … not been notified by management that they have decided to make social workers and chaplains part time employees. This … will have a significant … impact on the care we will be able to provide ….
>
> [M]anagement seems to treat us with disdain … [with] zero regard as to how their actions affect us … professionally and personally. I'm appalled that, in what appears to me to clearly be a case of punishing the group that voted yes to unionize, management is stripping away the salaried status and thus the benefits of our chaplains and social workers, with only two weeks' notice …. I do not feel safe with these working conditions as they put my nursing license at risk ….

(GC Exh. 26). On November 27, Stewart asked Rutledge to discuss the email. (Id.). On November 28, Rutledge replied that, "I would like to have a union representative on the call with me." (Id.).

[18] This was alleged as unlawful under Complaint ¶¶7 and 14.

On November 29, Holder told her that she was fired because she harassed other employees. Rutledge was dumbfounded by the unexplained accusation.[19]

The GC adduced a prima facie case. It showed protected activity (i.e., she attended organizing meetings, supported the Union, lobbied for nurses to unionize and, notably, made a host of protected complaints to management in her November 27 email). The GC proved knowledge (i.e., her email was sent to management) and animus (i.e., the close timing between her firing and email, LaFreniere's treatment and other actions found unlawful herein). Envision failed to show that it would have fired Rutledge, absent her protected activity. *First*, it offered no reason for her firing or explained who she harassed and how. To date, her alleged actions are something of a mystery.[20] *Second*, there is nothing harassing in Rutledge's email; she solely raised a series of professional and protected workplace issues. *Third*, the close timing between her protected comments in her email and discharge suggests invidious treatment. *Lucky Cab Co.*, supra ("timing of adverse action shortly after an employee has engaged in protected activity . . . may raise an inference of animus and unlawful motive."). In sum, her firing was improper.

4. November 30: Kelly Slawnikowski's Firing[21]

In August, RN case manager Slawnikowski attended several Union meetings and lobbied her fellow nurses to also explore organizing. On November 28, she sent this to Holder and Stewart:

> I … [wanted] to express … [my] concerns ….
>
> Patient safety: …. [W]e are now "required" to be fulfilling aide duties …. [O]ur … Chaplains and MSW will now only be … part time …. RNCM [will] be expected to … provide these services … since … availability … will decrease …. How will one clinician be able to live up to the expectation of four separate roles … [?]
>
> Training other RNCMs: I was asked … [to train] our new RNCM …. I was never given a … training plan …. I am now doubling my charting … in addition to teaching …. Is there going to be compensation … for this training?
>
> RNs taking on aide duties: …. I have been taking on the role of a bath aide … since November 4th. This has doubled the time … on visits ….

(GC Exh. 15). She never received a reply. During a November 30 call with Holder and Talbott, she was similarly fired for harassment, without any specific explanation of her misconduct.

The GC adduced a prima facie case. It showed protected activity (i.e., she attended Union meetings, lobbied for nurses to unionize and emailed protected workplace complaints before her firing). The GC established knowledge (i.e., her email was sent to management) and animus (i.e.,

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[19] Envision, as noted, failed to call Holder or any other management official to rebut her account.

[20] While there was no hearing testimony on this point, clarification can be gleaned from Envision's position statement, where it contended that Rutledge harassed Debra Hope by simply "liking" a coworker's comments in a group chat. (R. Exh. 44). As stated under Ritchie's analysis above, this rationale does not validate her firing.

[21] This was alleged as unlawful under Complaint ¶¶7 and 14.

close timing between her firing and email and other unlawful actions). Envision failed to show that it would have fired Slawnikowski, absent protected activity. *First*, as with Ruttledge, it offered no rationale at the hearing for her firing.[22] *Second*, there is nothing harassing, disrespectful or improper in her email; she solely raised several valid workplace complaints. *Third*, the close timing between her protected email and firing suggests invidious treatment. *Lucky Cab Co.*, supra.

5. December 23: Trina Banks' Termination[23]

Spiritual care coordinator Banks worked from April until her December 23 layoff. She was an active Union supporter, who attended several campaign meetings. On September 7, she emailed Talbot that she supported "workers' rights to … choose union representation." (GC Exh. 36). On December 22, she was laid off. (GC Exh. 39).

The GC made out a prima facie *Wright Line* case. It showed that: Banks was a Union supporter; Envision had knowledge of her Union support from her email; and animus, as previously noted. Envision failed to show that it would have laid off Banks, absent her Union activities. The analysis underlying this conclusion mirrors LaFreniere's discussion above. *First*, although Envision contended that her layoff resulted from a declining census, the record demonstrates otherwise, i.e., the *Certificate of Need* described projected growth. *Second*, Envision pursued Banks' layoff, even after it learned about the resignations of Spiritual Counselors Jauregui and Young Brown (i.e., Jauregui quit the same day as the layoff, and Young Brown quit a month later). Given that Envision projected a swelling census, its decision to lay off Banks after unexpectedly losing 2 other spiritual counselors is inexplicable. *Finally*, Envision's failure to call Talbott, Holder or some other management official, who might have attempted to offer a non-discriminatory rationale is suspect. In sum, her layoff was unlawful.

C. Unilateral Layoffs and Changes, and Constructive Discharges

1. Unilateral Changes in Pay, Visit Times, Hours of Work and Benefits[24]

On October 25, Envision told the Union that it "needed to address the impact of some persistent budget shortfalls and options for next steps," including "a need to adjust hours to align with census." (GC Exh. 50). The Union sought bargaining and the parties met on November 7, December 15, 20, 21, 28 and 30, and January 4 and 12, 2023. (JT Exh. 1). On November 7, at only their first meeting, Envision's then attorney Peter Finch announced a planned cut in Unit hours and patient service times. On November 18, Envision implemented Unit-wide cuts in wages, hours and benefits.[25] Unit employees were told that: their hours of work would be cut from "full-time … to part-time … [on] December 4"; they would no longer be salaried, but, would now only be paid

[22] Its *Wright Line* defense regarding harassment from its position letter has been afforded little weight.

[23] This was alleged as unlawful under Complaint ¶¶7, 13 and 14.

[24] This was alleged to be unlawful under §8(a)(3) and (5) in Complaint ¶¶8, 10, 13 and 14. Inasmuch as this conduct was found to violate §8(a)(5), a finding on the §8(a)(3) is unwarranted because it will not impact the overall remedy herein. *Tri-Tech Services*, 340 NLRB 894, 895-896 (2003); *Sygma Network Corp*., 317 NLRB 411 (1995).

[25] It is undisputed that the Union never consented and the parties never reached an impasse on this issue.

for hours worked; patient visits would be capped at 1.25 hours per patient per week; and their health care benefits would end on December 31.[26] (GC Exhs. 9, 18, 25).

Under §§8(a)(5) and 8(d), the duty to bargain requires an employer "to meet … and confer in good faith with respect to wages, hours, and other terms and conditions of employment." *NLRB v. Katz*, 369 U.S. 736, 742-743 (1962). To trigger a bargaining obligation, a change in a unit's terms and conditions of employment must be material, substantial and significant. *Crittenton Hospital*, 342 NLRB 686 (2004). The GC can establish a prima facie unilateral change violation, when it shows that an employer made a material and substantial change in a term of employment without negotiating. The burden then shifts to the employer to show that the change was permissible (e.g., consistent with established past practice). *Fresno Bee*, 339 NLRB 1214 (2003). An employer's regular and longstanding practices that are neither random nor intermittent become terms and conditions of employment, even if those practices are not memorialized by a labor contract. *Palm Beach Metro Transportation, LLC*, 357 NLRB 180, 183 (2011) (party asserting past practice has the burden to show that it occurred with such regularity and frequency that employees could reasonably expect it to continue regularly and consistently).

An employer can also unilaterally implement a proposal after reaching a good faith impasse on that issue. Impasse, however, can only be reached, "after good-faith negotiations have exhausted the prospects of concluding an agreement, and there is no realistic possibility that continuation of discussion at that time would be fruitful." *CJC Holdings, Inc.*, 320 NLRB 1041, 1044 (1996), enfd. mem. 110 F.3d 794 (5th Cir. 1997). A genuine impasse exists, when neither party will move from their position, despite their best efforts to reach agreement. *Grinnell Fire Protection Systems Co.*, 328 NLRB 585 (1999), enfd. 236 F.3d 187 (4th Cir. 2000). The party asserting impasse has the burden of proof. *Outboard Marine Corp.*, 307 NLRB 1333, 1363 (1992).

Envision violated §8(a)(5), when it unilaterally changed the Unit's hours of work from "full-time … to part-time", changed them from salaried to hourly, capped visits and eliminated health care benefits. These material and substantial changes were implemented without consent or via impasse. Envision announced its intention to implement these changes in pay, hours, benefits and other matters, at the very first session, when the parties remained a considerable distance from impasse. This was a far cry from the parties reaching entrenched final stances after exhaustive discussions.[27] Envision also failed to show that the changes were based upon established past practice. On these bases, Envision violated §8(a)(5) when it unilaterally modified the Unit's wages, hours and other employment conditions without consent or bargaining to good faith impasse.[28]

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[26] LaFreniere explained that this announcement represented a significant change, given that there was previously no time limit for visits, employees were previously salaried and worked a full-time schedule, and the Unit was previously given health insurance coverage as part of their slate of benefits.

[27] Envision's unilateral changes were a fait accompli when it met with the Union on November 7. *Komatsu America Corp.*, 342 NLRB 649, 649 (2004) (bargaining "must occur sufficiently before actual implementation of the decision so that the union is not presented with a fait accompli").

[28] These the changes also ran afoul of the Board's bar against piecemeal unilateral changes during contract bargaining.

2. Constructive Discharges[29]

On November 18, Jauregui was unlawfully reduced to part-time status and her wages and benefits were cut. (GC Exh. 30). On December 23, she consequently emailed her resignation:

> [T]he Company has … created a consistently hostile work environment for … the bargaining unit …. [by] "union busting" and hostility, including reducing Chaplain and Social Worker hours – whereas we were previously full time, salaried employees with benefits, we were told with approximately two weeks' notice that we would be part time, hourly, and that our benefits were being taken away …. This seems to be a clear act of retaliation …. In light of the above, … I have decided to resign from my position … effective immediately ….

(GC Exh. 32). On January 13 and February 2, 2023, Unit employees Espinosa and Brown resigned for the same reasons. (GC Exh. 19, 43-44).

The Board has held as follows:

> [I]t must be borne in mind that a constructive discharge is not a discharge at all but a quit which the Board treats as a discharge because of the circumstances which surround it . . . . Normally, such situations arise in two factual contexts. In the first [i.e., *Category 1*], with knowledge of its employees' participation in union or other protected concerted activities, an employer harasses the individual to the point that his job conditions become intolerable and, as a result, the employee quits. In such circumstances, a nexus between the working conditions and the individual's protected activities must be shown and the imposed burdens must be intended to cause an altering of the worker's working conditions. If both factors are present, a constructive discharge will be found .... In the second factual situation [i.e., *Category 2*], an employer confronts an employee with the *Hobson's choice of either continuing to work or foregoing the rights guaranteed to him under Section 7 of the Act*. In such a circumstance, his choice must be clear and unequivocal and not left to inference.

Remodeling by Oltmanns, 263 NLRB 1152, 1162 (1982)(emphasis added).

Envision violated §8(a)(3), when it constructively discharged Jauregui, Brown and Espinosa. They were given the "Hobson's choice" of continuing to work versus forgoing their §7 rights. This is a Category 2 constructive discharge, where the violation to their §7 rights resulted in their wages, hours and benefits being unilaterally cut by Envision, as discussed above. It is undisputed that they resigned because of these unlawful unilateral changes. They were, therefore, constructively discharged in violation of §8(a)(3). See, e.g., *Control Services*, 303 NLRB 481, 485 (1991) (unlawful cuts in wages, hours and health insurance benefits caused category 2 constructive discharge); *White-Evans Service Co.*, 285 NLRB 81, 82-83 (1987).

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[29] This was alleged as unlawful under §8(a)(3) and (5) in Complaint ¶¶8, 10, 13 and 14. Given that this conduct has been found to violate §8(a)(3), a finding on §8(a)(5) is unwarranted because it will not impact the overall remedy.

3. Unilateral Layoffs[30]

a. Record Evidence

The parties met to discuss potential layoffs on November 7. On November 15, Envision shared information with the Union, which showed average daily census changes in Washington from 2020 to 2022. (GC Exh. 52). On November 18, the Union requested this related information:

> 1. … [C]ensus forecasting from 2018 through 2022 for Washington ….
>
> 2. … [D]ate … Company decided … [to layoff workers and supporting] documentation … including any forecasting data ….
>
> 3. … [A]nnual income statements, balance sheets and cash flow summary documents from 2018 through 2022 ….
>
> 4. … [H]eadcounts at Envision's three hospice entities in Washington, Utah and Colorado broken down by classification … from 2018 through 2022 ….
>
> 7. … [G]uidelines …[for] staffing ratios and … time to service patients ….
>
> Envision … [must] provide all relevant information related to bargaining …. [P]lease provide us all dates that your team is prepared to engage in negotiations between now and December 16, 2022 … [and] provide a response to our initial information request as soon as possible ….

(GC Exh. 46).[31]

In December, Byergo took over as labor counsel. (GC Exh. 81). On December 15, the parties met to discuss the earlier unilateral changes in wages, hours and benefits and their connection to the pending layoffs. At that time, Byergo called the Union's pending information requests irrelevant; these requests remained mostly unfulfilled as the layoff discussions proceeded. Between December 18 and 21, the parties exchanged several proposals about layoffs and met 2 additional times. (JT Exh. 1; R. Exhs. 7-11). On December 21, Byergo said that Envision had decided to lay off the least senior social worker and chaplain, even though Union counsel Shapiro protested that they were not at impasse. Between December 21 and 23, Byergo and Shapiro exchanged several emails with each blaming the other for their unresolved talks. (GC Exh. 54).

On December 23, Envision unilaterally laid off LaFreniere and Banks. (GC Exh. 12). Its layoff notice conceded that its action was taken without the Union's consent, i.e., "[a]lthough we were unable to reach full agreement … , we agree … this is the best approach." (Id.). Thereafter, the parties met again to discuss layoffs on December 28 and 30, and January 4 and 12, 2023. They never reached agreement, and their efforts ultimately yielded to negotiating an initial contract.

[30] This was alleged as unlawful under Complaint ¶¶7, 13 and 14.

[31] Shapiro stated that Envision began providing requested census data in early 2023.

(JT Exh. 1). During these discussions, the Union simultaneously had several pending and unfulfilled information requests regarding the layoffs.

b. Synthesis

A decision to lay off bargaining unit employees is a change in their terms and conditions of employment, which is a mandatory subject of bargaining. *Mercedes-Benz of Orlando*, 358 NLRB 1729, 1750 (2012), reaffd. 361 NLRB 1238 (2014); *Tri-Tech Services*, 340 NLRB 894, 894-895 (2003). Absent extraordinary situations involving "compelling economic circumstances," an employer must provide notice to and bargain with the union concerning both the layoff decision and its effects. *Pan American Grain Co.*, 351 NLRB 1412 (2007); *Lapeer Foundry & Machine*, Inc., 289 NLRB 952, 954 (1988).

Where parties are negotiating a collective-bargaining agreement, an employer's obligation to refrain from making unilateral changes extends beyond the duty to provide notice and an opportunity to bargain. *RBE Electronics of S.D.*, 320 NLRB 80, 81 (1995); *Mike O'Connor Chevrolet*, 209 NLRB 701 (1974). During contract bargaining, an employer must refrain from enacting unilateral changes, absent overall impasse on bargaining for an entire agreement. *Id*. The Board recognizes limited exceptions to its general bar against piecemeal unilateral changes:

> [There are] two exceptions to that general rule: [1] when a union engages in bargaining delay tactics and [2] when economic exigencies compel prompt action .... The Board has limited the economic considerations which would trigger the ... exception to "extraordinary events which are an unforeseen occurrence, having a major economic effect [requiring] the company to take immediate action." .... Absent a dire financial emergency, economic events such as... operation at a competitive disadvantage...do not justify unilateral action ....

Pleasantview Nursing Home, 335 NLRB 961, 962 (2001).

Envision's unilateral layoffs of LaFreniere and Banks violated §8(a)(5).[32] The layoff decision and its effects were mandatory bargaining subjects, which Envision was not free to implement absent the Union's consent, waiver, or negotiating to a good faith impasse prior to implementation.[33] *Lapeer Foundry*, supra. As a threshold matter, Envision never obtained consent. (GC Exh. 12). Envision also failed to reach valid impasse on these bases: (1) it never formally announced an impasse; (2) it never stated it was advancing a last best, final layoff offer; and (3) the parties continued to modify their positions and bargain for 4 additional sessions after the layoff was implemented (i.e., post-implementation bargaining further suggests that bargaining was not exhausted and impasse was never reached).[34] Or put another way, why would the parties continue

[32] These actions, as discussed, were previously found to violate §8(a)(3).

[33] It is undisputed that a waiver defense is inapplicable.

[34] Envision's layoff negotiations inextricably flowed from its unlawful unilateral changes to wages and benefits. The Union's participation in layoff bargaining was largely based upon its desire to persuade Envision to rescind it prior unlawful unilateral changes. This unlawful leverage similarly precluded a good faith impasse.

to negotiate and modify their positions after implementation, if they were truly at impasse?[35] The fact that the Union had several pending information requests at the time of the unilateral layoffs, (e.g., GC Exh. 51), also precluded impasse. *E. I. Du Pont Nemours & Co*., 269 NLRB 24 (1984) (refusing to furnish the Union with relevant information prevented a valid impasse). Envision also failed to adduce any evidence that it maintained an established past practice, which would have made the layoffs permissible. Finally, even assuming arguendo that Envision had reached a valid impasse with the Union, which is an unsustainable conclusion, the Union had started the clock on collective bargaining for the parties' initial contract before the unilateral layoff occurred (see (GC Exh. 46)), which made the unilateral layoff akin to a prohibited piecemeal unilateral change during contract bargaining. On these grounds, Envision's unilateral layoffs violated §8(a)(5).

4. Subcontracting[36]

On April 7, 2023, the parties met for collective negotiations. (GC Exhs. 66-67). Shapiro testified that, at that time, Envision denied any intention to subcontract. On July 7, the parties met again. (GC Exhs. 69-70). Shapiro said that the Union first learned that Envision was subcontracting at this session, when they discussed Social Worker Julie Gilmore and Byergo admitted that she was performing Unit work as an employee of Maxim Healthcare Staffing Services. On the same date, the Union made a series of information requests regarding Gilmore and further learned that: she was hired on January 9, 2023 and averaged 12.6 hours of work per week, "[she] is currently covering some patients in King County, which … puts her within scope," "due to staff turnover in the last few months, Envision has needed to enter short term contracts for MSWs … with Maxim Healthcare Staffing Services," "the names of the individuals supplied by Maxim are …. Kimberly Hartley (MSW) start date- 5/22/2023, 13-week contract …. [and] Roberta Cotham (MSW) start date- 7/5/2023, 13-week contract." (GC Exh. 71, 73).

Subcontracting of unit work is generally a mandatory bargaining subject, which cannot be unilaterally enacted without providing notice and a chance to bargain. *Fibreboard Paper Products v. NLRB*, 379 U.S. 203, 209-210 (1964). This obligation exists when subcontracting is to another company (e.g. transfer of work from Envision to Maxim) as in *Fibreboard*, or whether it is an in-house relocation of work from a represented bargaining unit to another group as in *Connecticut Color*, 288 NLRB 699 (1988). Such bargaining is mandatory because work allocation is a fundamental condition of employment. *Road Sprinkler Fitters Local 669 (A-1 Fire Protection Co.) v. NLRB*, 676 F.2d 826 (D.C. Cir. 1982). The Board has, as a result, held that when an employer changes only the identity of the employees performing unit work, while maintaining substantially the same operations or production processes, this decision is not a change in the scope or direction of the enterprise, but, remains a mandatory subject of bargaining under *Fibreboard.* See, e.g., *Geiger Ready Mix Co.*, 315 NLRB 1021 (1994), enfd. in relevant part 87 F.3d 1363 (D.C. Cir. 1996) (relocating unit work to non-unit employees employed by affiliated entities); *Torrington Industries*, 307 NLRB 809 (1992) (laying off unit drivers and replacing them with non-unit employees at an affiliated enterprise and independent contractors); see also *Walt*

[35] Envision's insistence that the Union withdraw its pending ULP charges within days of announcing the unilateral layoff further suggests the lack of an impasse, inasmuch as the withdrawal of charges is a non-mandatory bargaining subject that cannot be brought to impasse. *Laredo Packing Co*., 254 NLRB 1 (1981).

[36] This was alleged to be unlawful under Complaint ¶¶ 10 and 13.

Disney World Co., 359 NLRB 648, 653 (2013) (eliminating banquet captain and bar captain positions and reassigning such duties outside of the unit, where the same work continued to be performed by others at the same locales with the same equipment); *Regal Cinemas, Inc.*, 334 NLRB 304 (2001) (transfer of unit work to supervisors).

In this case, Envision transferred Unit work to Maxim, an independent contractor, whose employees then seamlessly performed Unit work (i.e., identical social worker duties). Envision maintained substantially unchanged operations and production processes (i.e., continued to deliver analogous hospice services to a constant category of clients). This decision was, thus, not a change in the scope or direction of its enterprise, and remained a mandatory subject of bargaining under *Fibreboard*. It never notified the Union before implementing this subcontract or negotiated to a good faith impasse prior to implementation; this violated §8(a)(5).

D. IMPOSING MORE ONEROUS TERMS AND CONDITIONS OF EMPLOYMENT

1. Providing Tablets to Registered Nurses[37]

Social workers used employer-issued computer tablets for patient visits. In the summer of 2022, the social workers asked management for upgraded tablets and were denied. In September, Envision issued upgraded tablets to its nurses. It asserted that it used its limited resources to provide upgraded laptops to the nurses because they had heavier charting needs and performed more complex health care tasks. The GC has alleged that Envision's failure to also provide upgraded laptops to the Unit was discriminatory. This allegation lacks merit. Although the GC made out a prima facie case, Envision's decision to use its limited resources to provide enhanced tablets to its nurses because of their heightened professional needs is a legitimate, non-discriminatory rationale. On this basis, dismissal is recommended.

2. Closing Gig Harbor Office[38]

In the late-summer 2022, Envision closed its Gig Harbor office. This closure equally impacted Union adherents (e.g., LaFreniere) and detractors (e.g., Hope). (GC Exh. 49) Envision's decision to close the Gig Harbor office was also based upon neutral financial considerations. On these bases, Envision's *Wright Line* defense is persuasive and dismissal is warranted.

3. Stopping Monthly Social Worker and Chaplain Meetings[39]

In September 2022, Envision stopped allowing Unit social workers and chaplains to independently meet on a monthly basis. There is no evidence that attendance at these employee-only meetings impacted Unit wages, hours or other terms and conditions of employment. The elimination of these meetings did not violate §8(a)(3). While there is ample evidence of Union

[37] This was alleged to violate §8(a)(3) and (5) under Complaint ¶¶9, 13 and 14. The §8(a)(5) allegation has not been considered because the underlying action was taken prior to the Union's October 11 election victory.

[38] This was alleged to violate §8(a)(3) and (5) under Complaint ¶¶9, 13 and 14. As discussed above, the §8(a)(5) allegation has not been considered because the action was taken prior to the October 11 election.

[39] This was alleged to violate §8(a)(3) and (5) under Complaint ¶¶9, 13 and 14. Again, the §8(a)(5) allegation has not been considered because the action was taken prior to the October 11 election.

activity, knowledge and animus, there is no evidence that employees' supported these meetings or whether ending these meetings had a greater impact on Union supporters or detractors.

4. Changing Joint Visit Policy[40]

On October 13, QAPI RN Director of Education Deborah Hope emailed a memo to Unit employees, which provided, in relevant part, as follows:

> Everyone recognizes that a joint visit is, at times, beneficial for the patient and patient's family. It can reduce visit overload, promote a sense of teamwork & collaboration, & provide safety. However, joint visits are not the norm & there are specific down sides to making joints visit which include high rates of patient falls, missed opportunities for daily visits at the end of life, plan of care deficiencies, & missed opportunities for the patient/family to interact privately with specific clinical disciplines …. Joint visits have their place, but as a whole are not beneficial for the patient due to fall risks, visits at end of life, plan of care deficiencies, and missed opportunities for personal one-on-one care. Due to this, starting 10-17-22, all joint visits must be approved by the clinical directors ….

(GC Exh. 10(b)). LaFreniere testified that she worked closely with her interdisciplinary team during joint visits, which was comprised of volunteer coordinators, nursing assistants, social workers, chaplains and nurses. She added that she participated in joint visits about 20% of the time before the instant change and that supervisory approval was not previously required. Slawnikowski stated that joint visits provided a useful way to better understand a patient's background and history. She added that, in certain circumstances, joint visits served an important Unit health and safety function (i.e., where a patient's family members or environment could potentially jeopardize a Unit members safety interests).

Joint visits are a mandatory subject of bargaining. They supported and protected Unit safety interests under certain circumstances (e.g., when a Unit member arranged a joint visit to a patient home in a crime-ridden neighborhood in furtherance of their workplace safety interests). They also impacted a Unit member's ability to perform their duties at jobsites (i.e., arranging a joint visit with a nurse might aid a social worker's ability to understand a given patient's medical needs). It is undisputed that Envision changed its joint visit policy unilaterally without notice or bargaining; this action violated §8(a)(5).[41]

5. Removing the Lead Social Worker Classification[42]

Collins, who worked from May 2021 to June 2023, was promoted by Hale and Baxter to a lead social worker job in May 2022. At that time, her caseload decreased by 50% from 40 to 20 patients. In this role, she led meetings and mentored Unit colleagues. On October 18, after she attempted to serve as LaFreniere's *Weingarten* representative, Holder told her that she could not

[40] This was alleged to violate §8(a)(3) and (5) under Complaint ¶¶9, 13 and 14. The §8(a)(5) allegation was considered because implementation occurred after the October 11 election.

[41] Given that this conduct violated §8(a)(5), a §8(a)(3) finding is unnecessary because it will not impact the remedy.

[42] This was alleged to violate §8(a)(3) and (5) under Complaint ¶¶9, 13 and 14.

simultaneously be both a lead social worker and represent the Union. She stated that, thereafter, management stopped approaching her and she was effectively returned to a non-lead role.

Envision violated §8(a)(3) and (5), when it eliminated the lead social worker job. Regarding §8(a)(3), the GC demonstrated §7 activity (i.e., Collins' attempt to serve as *Weingarten* representative), knowledge and animus (i.e., Holder's comment that she could not be both a lead and Union supporter). Envision failed to: explain Holder's statement (i.e., he was never called to testify): deny that the lead role had been eliminated; or otherwise offer a neutral rationale. On this basis, Envision's elimination of the lead social worker role violated §8(a)(3). Regarding §8(a)(5), the GC adduced that the lead social worker slot was a mandatory subject of bargaining, i.e., it is listed in the Unit description.[43] Envision eliminated the lead slot unilaterally, i.e., without placing the Union on notice or bargaining; this action, accordingly, violated §8(a)(5).[44]

E. INFORMATION REQUESTS[45]

1. Record Evidence

On November 11, and again on December 1, the Union requested data concerning 23 categories of information connected to the Unit involving, inter alia: production standards; personnel policies; reimbursement rates; scheduling; performance and disciplinary records; absence and leave policies; safety policies; wage, bonus, holiday and leave policies; on-call procedures; employee handbooks and fringe benefits; retirement plans; and professional development programs (RFI 1). (GC Exhs. 1, 51, 53). Over the course of late-2022 and 2023, Envision, in piecemeal fashion, provided replies to parts of RFI 1. See (GC Exhs. 52, 53, 54). At some point, the Union obtained Envision's *Certificate of Need* dated January 31, 2022, which contained responsive data that Envision previously failed to provide. (GC Exh. 55).

On November 18, and again on December 1, the Union requested data related to 8 categories of Unit information concerning, iter alia: census forecasts from 2018 to 2022; analysis supporting the layoffs; and staffing ratios. (RFI 2). (GC Exhs. 1, 46, 53). Over the course of late-2022 and 2023, Envision, in a piecemeal fashion, replied to parts of RFI 2. (GC Exhs. 52, 53, 54). As said, the *Certificate of Need* had responsive data that Envision never provided. (GC Exh. 55).

On March 24, 2023, the Union requested "a current bargaining unit roster, including the assigned geographic territories and hourly rate of pay, and the monthly census figure for January and February 2023." (RFI 3)).[46] (GC Exh. 63). On April 5, 2023, Envision replied. (GC Exh. 63). Its reply listed Collins and Jones. (Id.). On July 7, Envision provided a follow-up, which included employees previously omitted from its earlier reply (e.g., Gilmore now appeared as a

[43] Leads generally receive additional compensation, duties and benefits. These roles are often a gateway for promotions. It is likely that the Union would have sought additional renumeration for the lead during bargaining, as is the norm in most contracts. These factors further demonstrate that this was a mandatory bargaining subject.

[44] Envision offered no testimony on this point (e.g., that the lead slot still existed and Collins still held it, Collins was no longer the lead but the classification still existed and was unfilled, etc.). Its defense remains a mystery.

[45] This was alleged to be unlawful under Complaint ¶¶ 11 and 13.

[46] The Complaint alleges that the Union also requested this information on February 6, 2023, but, the record fails to reflect such a request. See (GC Exh. 63).

subcontractor). (GC Exh. 71). Envision offered no explanation why its earlier reply was incomplete.

On August 1, 2023, the Union requested data on 23 categories of information, including: staff assignments; subcontracting; and patient census numbers for 2022 (RFI 4). (GC Exh. 72). On August 4, Envision provided extensive replies to this request, which explained that some of the information was previously provided, clarified its earlier replies and provided its Maxim subcontract. (GC Exh. 73). On August 11, Envision stated that it had completely fulfilled RFI 4. (GC Exh. 73). The GC's brief failed to state what, if at all, remained outstanding.

2. Precedent

An employer must provide sufficient relevant information to a union representing its employees. *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). In determining relevance, the Board uses a liberal discovery standard. Relevance is not limited to the boundaries of the bargaining unit. *Brooklyn Union Gas Co.*, 220 NLRB 189 (1975). Where requested information directly covers bargaining unit employees, such information is presumptively relevant and needs no further demonstration. *Calmat Co.*, 283 NLRB 1103 (1987). Absent justification, an unreasonable delay in furnishing relevant information is as much a violation as a staunch refusal to furnish. *Valley Inventory Services*, 395 NLRB 1163, 1166 (1989). In determining whether there was an unlawful delay, the Board considers: the nature of the information; the difficulty in obtaining it, including its volume and complexity; the length of the delay; the reasons for the delay, and whether the provider contemporaneously gave reasons for its delay. *Safeway, Inc.*, 369 NLRB No. 30, slip op. at 7 (2020). Depending upon the circumstances, the Board has found multi-week delays unlawful. See, e.g., *Postal Service*, 308 NLRB 547 (1992) (4-weeks); *Bundy Corp.*, supra (6-weeks); *Woodland Clinic*, 331 NLRB 735 (2002) (7-weeks).

3. Discussion

Envision violated §8(a)(5), when it failed to timely reply to various components to RFIs 1 to 3, and only partially responded to other parts of these requests. These requests sought relevant information, which was connected to first contract bargaining, layoffs, assignments, subcontracting and other pertinent Unit issues. Envision's multi-month delay in replying to parts of these requests and failure to fulfill other portions violated the Act.

F. BARGAINING[47]

1. Record Evidence[48]

On November 11, the Union sent this bargaining request to Envision:

[47] This has been alleged to violate §8(a)(5) under Complaint ¶¶12 and 13.

[48] The parties met, by Zoom, for the purpose of negotiating a first collective bargaining agreement covering the Unit on these dates in 2023: January 13, February 6, 8 and 9, March 24, April 5, 7 and 28, July 7, August 16 and 18, and November 23. (JT Exh. 1). The GC is not alleging that Envision improperly limited its bargaining availability or otherwise failed to sufficiently schedule meetings. Its theory of violation is that the totality of Envision's other unlawful actions constituted surface or bad faith bargaining. As will be discussed, this theory is valid.

> T]he Union … has now been certified as the collective bargaining representative for the [Unit] ….
>
> We would … like to move forward … with the bargaining process …. We have an interest in finding dates to begin negotiations as soon as possible, so please provide us with all dates on which your team would be prepared to engage in negotiations between now and December 16, 2022.
>
> In addition, …. the Union is writing to request … information [i.e., RFI 1] ….

(GC Exh. 51). As noted, Envision delayed several months in fulfilling only portions of RFIs 1 to 3, in violation of §8(a)(5). In addition, following the Union's November 11 request to commence first contract bargaining, Envision removed the lead social worker role from the Unit, unilaterally changed the Unit's wages, hours and benefits, unilaterally laid off several Unit members and unilaterally subcontracted out Unit work. These actions, as noted, violated §8(a)(5) and reduced the Unit from 9 at the October 11 election to 2 on April 5, 2023 (JT Exh. 3; GC Exh. 63).

2. Precedent

To determine whether a party has engaged in surface bargaining, the Board will look at its overall conduct, including delay tactics, unreasonable demands, unilateral changes in mandatory subjects of bargaining,[49] efforts to bypass the union, designating an agent lacking sufficient authority to bargain, withdrawal of tentative agreements, and arbitrary scheduling of meetings. *Atlanta Hilton & Tower*, 271 NLRB 1600, 1603 (1984). An employer's delay in providing relevant requested information has also been found to constitute bad faith bargaining. *Regency Service Carts, Inc.*, 345 NLRB 671, 675 (2005)

3. Synthesis

Envision engaged in surface bargaining. *First*, its delay in providing, and failure to provide, requested information hindered collective bargaining. *Regency Service Carts, Inc.*, supra. *Second*, its several unilateral changes in the Unit's terms and conditions of employment further undermined the process. These unlawful changes included unlawfully unilaterally removing the lead social worker role (i.e., arguably the highest level Unit job), unilaterally cutting the Unit's wages, hours and benefits, unilaterally laying off several Unit members (i.e., including the lead organizer and likely bargaining leader) and subcontracting out Unit work. These changes were not only unlawful in isolation, but, also violated the Board's well-established doctrine barring piecemeal unilateral changes during contract bargaining. *Bottom Line Enterprises*, supra. These changes eviscerated the Union's bargaining power and undermined any semblance of a good faith process. *Third*, these unlawful actions also shrunk the Unit from 9 to 2 in less than 6 months. These actions basically rendered the Union helpless at the bargaining table and constituted bad faith bargaining.

[49] During negotiations, an employer's obligation to refrain from unilateral changes extends beyond the mere duty to give notice and an opportunity to bargain, it encompasses a duty to refrain from implementation at all, unless and until an overall impasse has been reached on bargaining for an agreement as a whole. *Bottom Line Enterprises*, 302 NLRB 373, 374 (1991) enfd. 15 F. 3d 1087 (9th Cir. 1991); *Tecnocap, LLP*, 372 NLRB No. 136, slip op. at 1 (2023).

CONCLUSIONS OF LAW

1. Envision is an employer engaged in commerce under §2(2), (6), and (7) of the Act.

2. The Union is a labor organization under §2(5) of the Act.

3. Envision violated §8(a)(1) by denying Jordyn LaFreniere's request for Union representation at an investigatory interview, when she had reasonable cause to believe that disciplinary action would be taken against her.

4. Envision violated §8(a)(3) by:

a. Issuing a *Verbal Counseling* to LaFreniere on October 18, 2002.

b. Laying off LaFreniere and Trina Banks on December 23, 2022.

c. Firing Andrea Rutledge on November 29, Kelly Slawnikowski on November 30, and Janet Ritchie on December 1, 2022,

d. Constructively discharging Elyse Jauregui on December 21, 2022, Karina Espinosa on January 10, 2023, and Tara Young-Brown on February 3, 2023.

5. The Union is the designated exclusive collective bargaining representative of employees in the following appropriate collective bargaining unit (the Unit):

> All full-time and regular part-time social workers, chaplains, bereavement counselors/coordinators, lead social workers and lead chaplains employed by the Employer and working in King, Pierce, Kitsap and Thurston, Washington Counties; excluding all other employees, nonprofessional employees, RN case managers, RNs, directors, CNAs, bath aids, volunteer coordinators, housekeeping employees, maintenance employees, account executives, administrators, administrative assistants, intake coordinators, IT support specialists, educators, GAPI nurses, medical directors, office clerical employees, and guards and supervisors as defined in the Act.

6. Envision violated §8(a)(5) by:

a. Unilaterally reducing Unit employees from full-time salaried workers to part-time hourly workers.

b. Unilaterally eliminating Unit health care coverage.

c. Unilaterally reducing patient visit times.

d. Unilaterally subcontracting out Unit work.

e. Unilaterally laying off Unit members.

f. Unilaterally eliminating the lead social worker position.

g. Unilaterally changing the joint visit policy.

h. Unreasonably delaying its provision of, and otherwise failing to provide, relevant requested information to the Union in its November 11, and 18, 2022, December 1, 2022, and March 24, 2023 requests.

i. Engaging in surface bargaining with the Union, while negotiating a first contract covering the Unit.

7. These unfair labor practices affect commerce within the meaning of §2(6) and (7).

REMEDY

The appropriate remedy for the violations found herein is an order requiring Envision to cease and desist from its unlawful conduct and to take certain affirmative action. Having unlawfully fired, constructively discharged and laid off LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown, it shall reinstate them to their former jobs or, if their positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. It shall make them whole for any loss of earnings and other benefits, and all other direct or foreseeable pecuniary harms, suffered because of their separations. *Thryv, Inc*., 372 NLRB No. 22 (2022). The make whole remedy shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Under *King Soopers, Inc*., 364 NLRB 1152 (2016), enfd. in relevant part 859 F.3d 23, 429 U.S. App. D.C. 270 (D.C. Cir. 2017), it shall compensate them for search-for-work and interim employment expenses regardless of whether those expenses exceed interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. Under *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB 101 (2014), it shall compensate them for the adverse tax consequences, if any, of receiving lump sum backpay awards, and, in accordance with *AdvoServ of New Jersey, Inc*., 363 NLRB 1324 (2016), it shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, file with the Regional Director for Region 19 a report allocating backpay to the appropriate calendar year. The Regional Director will assume responsibility for transmission of the report to SSA. It shall also remove from its files any reference to the unlawful separations of LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown, as well as the unlawful *Verbal Counseling* issued to LaFreniere, and notify them in writing that this has been done and that the same will not be used against them in any way.

Having found that Envision unlawfully unilaterally changed the Unit's wages, hours of work, health insurance and other benefits, patient visit times and joint visit policy, subcontracted

out Unit work, and eliminated the lead social worker position, it is directed to reinstate the terms and conditions of employment that existed before its unlawful unilateral changes, upon request by the Union. It shall make employees whole for any loss of earnings, leave and other benefits, and for any other direct or foreseeable pecuniary harms, if any, resulting from its unlawful unilateral changes as prescribed in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), plus interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016), it shall compensate any affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed, either by agreement or Board Order, a report allocating the backpay award to the appropriate calendar years for each employee.

Given that Envision has engaged in surface and bad faith bargaining regarding the negotiation of the parties' first contract, it is ordered to resume negotiations with the Union on request and bargain collectively in good faith concerning wages, hours, and the other terms and conditions of employment, and if an understanding is reached, to embody it in a written agreement. Where an employer, after a union's certification, as is the case herein, has failed or refused to bargain in good faith with that union, the Board ensures that the union has at least 1 year of good-faith bargaining during which its majority status cannot be questioned, *Mar-Jac Poultry Co*., 136 NLRB 785 (1962). Given the lack of any indication that Envision has ever bargained with the Union in good faith, I conclude that this year shall begin to run on the resumption of bargaining between the parties. Additionally, to the extent that it has not already done so, Envision shall provide the Union with the information sought under its November 11, and 18, 2022, December 1, 2022, and March 24, 2023 requests.

Regarding the GC notice reading request, the Board grants such a remedy in 2 situations: (1) where the ULPs are so pervasive and egregious that a notice reading is necessary to dispel the impact of such conduct; and (2) when the evidence establishes that a significant number of the employees cannot read a notice. In this case, I find that the ULPs herein were so pervasive and egregious that a notice reading is warranted. Envision reduced the entire Unit from a full-time salaried workforce to part-time hourly employees, stripped the Unit of health coverage, prompted the constructive discharge of one-third of the Unit, unilaterally and discriminatorily laid off Unit employees (i.e., including LaFreniere, the lead organizer), subcontracted out the Unit's work and fired 3 nurses who worked alongside Unit employees and supported their organizing efforts. On this basis, a notice reading is a useful way to dispel the pervasive and egregious ULPs at issue herein.[50] *Federated Logistics & Operations*, 340 NLRB 255, 258 (2003), affd. 400 F.3d 920, 929-930 (D.C. Cir. 2005); *Johnston Fire Services, LLC*, 371 NLRB No. 56, slip op.at 7 (2022). Finally, Envision shall post the attached notice in accordance with *J. Picini Flooring*, 356 NLRB 11 (2010).

[50] Although the GC has also requested that Envision provide letters of apology to the separated workers, I find that this remedy would be superfluous in light of the notice reading and other remedial relief found appropriate herein. See *Spike Enterprise*, 373 NLRN No. 41 (2024).

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended[51]

ORDER

Envision Hospice of Washington, LLC, Federal Way, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Denying employees' requests for Union representation at investigatory interviews, where employees have reasonable cause to believe that disciplinary action might be taken.

b. Laying off, firing, constructively discharging, issuing *Verbal Counselings* to, or otherwise discriminating against employees because of their Union and other protected activities.

c. Failing and refusing to bargain in good faith with the Union as the exclusive collective bargaining representative of their employees in this appropriate Unit (the Unit):

> All full-time and regular part-time social workers, chaplains, bereavement counselors/coordinators, lead social workers and lead chaplains employed by the Employer and working in King, Pierce, Kitsap and Thurston, Washington Counties; excluding all other employees, nonprofessional employees, RN case managers, RNs, directors, CNAs, bath aids, volunteer coordinators, housekeeping employees, maintenance employees, account executives, administrators, administrative assistants, intake coordinators, IT support specialists, educators, GAPI nurses, medical directors, office clerical employees, and guards and supervisors as defined in the Act.

d. Failing and refusing to bargain in good faith with the Union by unilaterally reducing Unit employees from full-time salaried to part-time hourly, unilaterally eliminating Unit employees' health care coverage, unilaterally reducing patient visit times, unilaterally subcontracting out Unit work, unilaterally laying off members of the Unit, unilaterally eliminating the lead social worker position, and unilaterally changing the joint visit policy.

e. Failing and refusing to bargain in good faith with the Union by unreasonably delaying its provision of, and otherwise failing to provide, relevant requested information to the Union sought in its November 11, and 18, 2022, December 1, 2022, and March 24, 2023 requests, which was relevant and necessary to its role as the Unit's exclusive collective-bargaining representative.

f. Failing and refusing to bargain in good faith with the Union by engaging in surface bargaining during collective bargaining for a first contract covering the Unit.

[51] If no exceptions are filed as provided by §102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

g. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the Act's policies

a. Within 14 days from the date of the Board's Order, offer full reinstatement to Jordyn LaFreniere, Trina Banks, Andrea Rutledge, Kelly Slawnikowski, Janet Ritchie, Elyse Jauregui, Karina Espinosa and Tara Young-Brown to their former positions or, if these jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

b. Make LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown, whole for any loss of earnings and other benefits, and all other direct or foreseeable pecuniary harms, suffered because of the discrimination against them, in the manner set forth in the remedy section of the decision.

c. Compensate LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

d. File with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of LaFreniere's, Banks', Rutledge's, Slawnikowski's, Ritchie's, Jauregui's, Espinosa's and Young-Brown's corresponding W-2 forms reflecting their backpay awards.

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

f. Within 14 days from the date of the Board's Order, remove from its files any reference to the unlawful separations of LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown, and the unlawful *Verbal Counseling* issued to LaFreniere, and within 3 days thereafter, notify them in writing that this has been done and that these actions will not be used against them in any way.

g. Upon request, bargain with the Union as the exclusive representative of the employees in the Unit concerning terms and conditions of employment, and, if an understanding is reached, embody the understanding in a signed agreement.

h. Regard the Union as the exclusive agent of its employees for 1 year commencing with the resumption of bargaining between the parties.

i. Meet with the Union on specific scheduled dates as agreed upon by the parties.

j. Upon request by the Union, rescind the unilateral changes in salary, hours of work, health care coverage and other benefits, patient visit times and joint visit policy and make affected employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered because of these unilateral changes.

k. Upon request by the Union, rescind the subcontract of Unit work, and elimination of the lead social worker position and make affected employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered because of these unilateral changes.

l. To the extent that it has not already done so, provide the Union with the information sought in its November 11, and 18, 2022, December 1, 2022 and March 24, 2023 requests.

m. Within 14 days after service by the Region, post at its Federal Way, Washington offices the attached notice marked "Appendix."[52] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by Envision's authorized representative, shall be posted by Envision and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to the physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 18, 2022.

n. Hold a meeting or meetings during working hours at its Federal Way, Washington office, scheduled to ensure the widest possible attendance of employees, at which time the attached notice marked "Appendix" will be read to employees by a high-ranking management official of the Respondent in the presence of a Board Agent and an agent of the Union if the Region or the Union so desires, or, at the Respondent's option, by a Board agent in the presence of a high-ranking management official of the Respondent and, if the Union so desires, the presence of an agent of the Union.

o. During the 60-day posting period, Respondent shall permit a duly appointed Board agent to enter its facilities at reasonable times and in a manner not to unduly interfere with its operations, for the limited purpose of determining whether it is following the notice posting, distribution, and mailing requirements.

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[52] If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

p. Within 21 days after service by the Region, file with the Regional Director for Region 19 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated Washington, D.C. August 5, 2025

Robert A. Ringler
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

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

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT deny your request for Union representation at an investigatory interview, where you have reasonable cause to believe that disciplinary action might result.

WE WILL NOT layoff, fire, constructively discharge, issue a *Verbal Counseling* or otherwise discriminate against you because of your union and other protected activities

WE WILL NOT refuse to bargain collectively with the International Association of Machinists, District Lodge 751 (the Union) as the exclusive collective bargaining representative in the following appropriate collective bargaining unit (the Unit) by unilaterally reducing employees from full-time salaried workers to part-time hourly workers, unilaterally eliminating employees' health care coverage, unilaterally reducing patient visit times, unilaterally subcontracting out work, unilaterally laying off employees, unilaterally eliminating the Lead Social Worker position and unilaterally changing the joint visit policy:

> All full-time and regular part-time social workers, chaplains, bereavement counselors/coordinators, lead social workers and lead chaplains employed by the Employer and working in King, Pierce, Kitsap and Thurston, Washington Counties; excluding all other employees, nonprofessional employees, RN case managers, RNs, directors, CNAs, bath aids, volunteer coordinators, housekeeping employees, maintenance employees, account executives, administrators, administrative assistants, intake coordinators, IT support specialists, educators, GAPI nurses, medical directors, office clerical employees, and guards and supervisors as defined in the Act.

WE WILL NOT refuse to bargain in good faith with the Union by unreasonably delaying providing, or otherwise failing to provide, information sought by its November 11, and 18, 2022, December 1, 2022, and March 24, 2023 requests, which was relevant and necessary to its role as the Unit's exclusive collective-bargaining representative.

WE WILL NOT fail and refuse to bargain in good faith with the Union by engaging in surface bargaining with it during collective bargaining for a first contract covering the Unit.

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

WE WILL, within 14 days from the date of the Board's Order, offer full reinstatement to Jordyn LaFreniere, Trina Banks, Andrea Rutledge, Kelly Slawnikowski, Janet Ritchie, Elyse Jauregui, Karina Espinosa and Tara Young-Brown to their former jobs or, if their jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or other privileges previously enjoyed.

WE WILL make LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown whole for any loss of earnings and benefits, and all other direct or foreseeable pecuniary harms, resulting from their separations, less any net interim earnings, plus interest, and **WE WILL** also make them whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and **WE WILL** file with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

WE WILL file with the Regional Director for Region 19, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of LaFreniere's, Banks', Rutledge's, Slawnikowski's, Ritchie's, Jauregui's, Espinosa's and Young-Brown's corresponding W-2 forms reflecting the backpay awards.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful separations of LaFreniere, Banks, Rutledge, Slawnikowski, Ritchie, Jauregui, Espinosa and Young-Brown, as well as the unlawful *Verbal Counseling* issued to LaFreniere and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that these actions will not be used against them in any way.

WE WILL, upon request by the Union, bargain with it as the exclusive representative of Unit employees concerning terms and conditions of employment, and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL, upon request by the Union, rescind the unilateral changes in your salary, hours of work, health care coverage and other benefits, patient visit times and joint visit policy and make you whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered because of these unilateral changes.

WE WILL, upon request by the Union, rescind the subcontract of your Unit work, and rescind our elimination of the Lead Social Worker position and make you whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms suffered because of these unilateral changes.

WE WILL, to the extent that we have not already done so, provide the Union with the information sought in its November 11, and 18, 2022, December 1, 2022, and March 24, 2023 requests.

WE WILL hold a meeting or meetings during working hours at our Federal Way, Washington office, scheduled to ensure the widest possible attendance of employees, at which time this notice will be read to you.

ENVISION HOSPICE OF WASHINGTON, LLC
(Employer)

Dated: _____ **By:** _____
(Representative) **(Title)**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1078
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at https://www.nlrb.gov/case/19-CA-306972 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL.
ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (206) 220-6284 .