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**New Vista Nursing and Rehabilitation Center and
1199SEIU United Healthcare Workers East.**
Case 22–CA–316866

February 24, 2026

DECISION AND ORDER

BY MEMBERS PROUTY, MURPHY, AND MAYER

The Acting General Counsel seeks a default judgment in this case pursuant to the terms of an informal settlement agreement. 1199SEIU United Healthcare Workers East (the Union) filed a charge on April 25, 2023, and an amended charge on June 28, 2023, alleging that New Vista Nursing and Rehabilitation Center (the Respondent) violated Section 8(a)(5) and (1) of the Act. On October 24, 2023, and November 27, 2023, respectively, the General Counsel issued a complaint and amendment to complaint based on that charge.

The Respondent and the Union subsequently entered into an informal settlement agreement, which the Regional Director for Region 22 approved on January 29, 2024. Among other things, the settlement agreement required the Respondent to: provide information to the Union, to meet and bargain with the Union, to post a Notice to Employees, and to provide proof of compliance to the Region. The settlement agreement also contained the following provision:

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may

seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

By letter dated March 15, 2024, the Regional Director advised the Respondent that it had failed to provide documentary evidence of compliance as required by the settlement agreement. The Regional Director advised the Respondent that if the Respondent did not provide such evidence by March 29, 2024, she would reissue the Complaint and Notice of Hearing. The Respondent failed to comply.

Accordingly, pursuant to the terms of the noncompliance provisions of the agreement, on March 25, 2025, the Regional Director issued a reissued and further amended complaint and notice of hearing. The Respondent did not file an answer to the reissued complaint.

On April 9, 2025, by letter, the Regional Attorney advised the Respondent that unless an answer was received by April 16, 2025, a motion for default judgment would be filed.

On April 15, 2025, by email, the Regional Attorney for Region 22 advised the Respondent that it had not filed an answer to the reissued complaint and again advised the Respondent that unless an answer was received by April 16, 2025, a motion for default judgment would be filed.

On May 28, 2025, the Acting General Counsel filed a Motion for Default Judgment with the Board requesting that the Board issue a Decision and Order against the Respondent containing findings of fact and conclusions of law based on the allegations in the complaint. On June 25, 2025, Chief Administrative Law Judge Robert A. Gianasi, by delegation of the Board pursuant to 29 CFR 102.179, issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent did not file a response. The allegations in the motion are therefore undisputed.

Ruling on Motion for Default Judgment

According to the uncontroverted allegations in the motion for default judgment, the Respondent has failed to comply with the terms of the settlement agreement. Consequently, pursuant to the noncompliance provisions of the settlement agreement set forth above, we find that all of the allegations of the complaint are true.¹ Accordingly, we grant the Acting General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a New Jersey corporation with an office and place of business in Newark, New Jersey (the Newark facility), and has been engaged in the operation of a long-term care and rehabilitation center providing inpatient medical care. During the preceding twelve months, the Respondent, in conducting its business, derived gross revenues in excess of \$100,000, and purchased and received at its Newark, New Jersey facility goods and materials valued in excess of \$5000 directly from points outside the State of New Jersey.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a healthcare institution within the meaning of Section 2(14) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

1. (a) At all material times, Josh Aron held the position of the Respondent's Administrator and has been a supervisor of Respondent within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

(b) At all material times, David Jasinski held the position of the Respondent's lead negotiator and has been an agent of Respondent within the meaning of Section 2(13) of the Act.

2. (a) The following employees of the Respondent constitute an appropriate unit (the unit) for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time maintenance employees employed by New Vista Nursing and Rehabilitation Center at its Newark, New Jersey facility, residual to the existing collective-bargaining unit currently represented by 1199SEIU United Healthcare Workers East,

excluding all office clerical employees, guards and supervisors as defined in the Act, and all other employees.

(b) On August 5, 2022, in Case 22-RC-296404, the Board certified the Union as the exclusive collective-bargaining representative of the above Unit.

(c) At all times since August 5, 2022, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

3. (a) On February 24, 2023, the Union requested, by email, that the Respondent furnish the Union with certain information regarding all Unit employees, including the maintenance employees:

- i. Health Insurance (SBC)
- ii. Seniority list
- iii. Date of Hire
- iv. Rate of Pay
- v. FT/PT status including Per-Diem
- vi. Life insurance policy

(b) On March 6, 2023, the Union, by email, renewed its February 24, 2023 information request described above in subparagraph (a).

(c) On or about January 29, 2024, the Respondent provided the Union with the requested information described above in subparagraph (a)(i) through (v.) of the Union's February 24, 2023 request.

(d) The information requested by the Union, as described above in subparagraphs (a) and (b), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective bargaining representative of the Unit employees.

(e) Since about February 24, 2023, the Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (a)(vi.).

4. (a) On or about the following dates and in the manner described below, the Union, by its counsel, requested that the Respondent meet and bargain with it as the exclusive collective-bargaining representative of the Unit.

- October 26, 2022 - By Email
- December 22, 2022 - By Telephone
- December 23, 2022 - By Email
- December 28, 2022 - By Email
- January 6, 2023 - By Telephone
- January 10, 2023 - In Person
- April 20, 2023 - By Telephone

(b) Since about October 26, 2022, Respondent has failed and refused to bargain with the Union as the exclusive collective bargaining representative of the Unit by failing to respond to the Union's requests to meet and bargain described above in subparagraph (a).

¹ See *U-Bee, Ltd.*, 315 NLRB 667 (1994).

CONCLUSION OF LAW

By the conduct described above in paragraphs 3(e) and 4, the Respondent has been failing and refusing to recognize and bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent violated Section 8(a)(5) and (1) of the Act by failing and refusing to bargain collectively and in good faith with the Union, we shall order the Respondent to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement. We shall also order the Respondent to furnish the Union with the information regarding Unit employees' life insurance policy information requested on February 24, 2023.

To ensure that the employees are accorded the services of their selected bargaining agent for the period provided by law, we grant the Acting General Counsel's request to extend the certification year pursuant to *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962). Accordingly, we shall construe the initial period of the certification as beginning on the date the Respondent begins to bargain in good faith with the Union. See also *Burnett Construction Co.*, 149 NLRB 1419, 1421 (1964), *enfd.* 350 F.2d 57 (10th Cir. 1965); *Lamar Hotel*, 140 NLRB 226, 229 (1962), *enfd.* 328 F.2d 600 (5th Cir. 1964), *cert. denied* 379 U.S. 817 (1964).

ORDER

The National Labor Relations Board orders that the Respondent, New Vista Nursing and Rehabilitation Center, Inc., Newark, New Jersey, its officers, agents, successors, and assigns, shall take the following affirmative action necessary to effectuate the policies of the Act.

1. Cease and desist from

(a) Failing or refusing to meet and bargain with 1199SEIU United Healthcare Workers East (the Union) as the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit:

All full-time and regular part-time maintenance employees employed by New Vista Nursing and Rehabilitation Center at its Newark, New Jersey facility, residual to the existing collective-bargaining unit currently represented by 1199SEIU United Healthcare Workers East, excluding all office clerical employees, guards and supervisors as defined in the Act, and all other employees.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of the Respondent's unit employees.

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

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

(a) On request, bargain with the Union in good faith as the exclusive collective-bargaining 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.

(b) Furnish to the Union in a timely manner the information regarding the unit employees' life insurance policy requested by the Union on February 24, 2023.

(c) Within 14 days after service by the Region, post at its facilities in New Jersey copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to 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 26, 2022.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification

² 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

of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. February 24, 2026

David M. Prouty, Member

James R. Murphy, Member

Scott A. Mayer, Member

(SEAL) NATIONAL LABOR RELATIONS BOARD
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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT refuse to bargain in good faith with 1199SEIU United Healthcare Workers Union East (Union) as the exclusive collective-bargaining representative of our employees by refusing to furnish the Union with

requested relevant information necessary for the performance of its duties as the collective-bargaining representative of the following appropriate unit of employees (the Unit):

All full-time and regular part-time maintenance employees employed by New Vista Nursing and Rehabilitation Center at its Newark, New Jersey facility, residual to the existing collective bargaining unit currently represented by 1199SEIU United Healthcare Workers East, excluding all office clerical employees, guards and supervisors as defined in the Act, and all other employees.

WE WILL NOT refuse to meet and bargain in with the Union as the exclusive collective bargaining representative of the Unit employees.

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

WE HAVE furnished the Union with certain information necessary for, and relevant to, the performance of its function as the exclusive collective-bargaining representative of the Unit employees which the Union requested on February 24, 2023, and WE WILL furnish the Union with the outstanding information regarding Unit employees' life insurance policy.

WE WILL, upon request, meet and bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit employees.

NEW VISTA NURSING AND REHABILITATION CENTER

The Board's decision can be found at <https://www.nlr.gov/case/22-CA-316866> 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.

