UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

SONA SENIOR LIVING IL 2, LLC **Employer** **and** **AN INDIVIDUAL** **Petitioner** **and** **SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 73 CLC/CTW** **Union**	**Case 13-RD-383878**

DECISION AND ORDER DISMISSING PETITION

On March 31, 2026, the Petitioner filed a petition seeking to decertify the Service Employees International Union, Local 73 CLC/CTW (Union) as the exclusive collective-bargaining representative of the following appropriate unit of employees employed by Sona Senior Living IL 2, Inc. (Employer)[1]:

> **Included:** All employees employed by the Employer at the facility currently located at 1627 Lake Cook Road, Deerfield, IL.
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> **Excluded:** All confidential employees, managerial employees, guards and supervisors as defined in the National Labor Relations Act; part-time professional and program staff and clerical and hourly employees who are not scheduled to work at least 40% of full-time within any calendar year; JUF Fundraisers, temporary employees hired for one hundred and eighty (180) calendar days or less within any calendar year; physicians; volunteers; workers whose wages or salaries are paid directly by other private or government agencies or organizations; employees represented by another labor organization; and interns and work study students.

The Union filed a Statement of Position in this matter in which it argues that the petition should be dismissed based on the Board's successor bar doctrine. On April 9, 2026, I issued an Order to Show Cause in the above-referenced matter as the question was raised of whether the petition in this case should be administratively dismissed based on the successor bar doctrine or further processed.

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[1] The Employer, Sona Senior Living IL 2, LLC, a Massachusetts limited liability company with a place of business in Deerfield, Illinois, is engaged in the operation of a senior living facility. During the past twelve months, a representative period, the Employer has derived gross revenues in excess of $250,000. During the same representative period, the Employer purchased and received goods, products and materials valued in excess of $5,000 directly from points located outside the State of Illinois.

Thereafter, the Employer and the Union submitted their responses to the Order to Show Cause which I have carefully reviewed.[2]

In this case, there is no dispute that the Employer is a successor employer who hired a majority of its predecessor's employees and recognized the Union. The Employer set initial terms and conditions of employment, making it a *Burns* successor. The Employer and the Union disagree as to whether the reasonable period of bargaining has lapsed under *UGL-UNICCO Service Co.*, 357 NLRB 801, 809 (2011).[3]

The Board has long held that after a successor employer recognizes an incumbent union, any petition will be barred for a "reasonable period of time." *St. Elizabeth Manor, Inc.*, 329 NLRB 341, 344–346 (1999). The reasonable period will be fixed at six months from the parties' initial bargaining session only if "the successor employer has expressly adopted existing terms and conditions of employment as the starting point for bargaining, without making unilateral changes." *UGL-UNICCO Service Co.*, 357 NLRB 801, 809 (2011). If the successor employer does not expressly adopt the existing terms and conditions of employment, and rather establishes initial terms of its own, the reasonable period will fall somewhere between six months to 1 year from the initial bargaining session, and the Board considers several factors in making that determination: 1) whether the parties are bargaining for an initial agreement, 2) the complexity of the issues being negotiated and the parties' bargaining procedures, 3) the total amount of time elapsed since the commencement of bargaining and the number of bargaining sessions, 4) the amount of progress made in negotiations and how near the parties are to agreement, 5) and the presence or absence of a bargaining impasse. *Id.* at 809-10.

The Union argues that the reasonable period has not yet lapsed and, as a result, the petition should be dismissed under the successor bar doctrine. The Employer claims, among other things, that the Union engaged in inexcusable procrastination before requesting to bargain and that the Regional Director should allow the petition to proceed to election.[4]

The Employer and the Union each provided copies of the e-mail communications they exchanged around the time the Employer assumed operations. There is no dispute regarding the sequence of events prior to the filing of the petition.

On July 17, 2025, the incumbent Union e-mailed the Employer to discuss recognition. The Employer responded by acknowledging its successor status and its obligation to bargain. The Employer also informed the Union that it was assuming management around August 25. On August 19, the Employer emailed the Union with an update on insurance coverage. The Union

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[2] The Petitioner did not submit a response.

[3] The Employer cites *Loper Bright Enterprises v. Raimondo*, 603 US 369 (2024), for the proposition the successor bar doctrine is an impermissible interpretation of the Act by the Board. However, *Loper Bright* is inapplicable here because it involves only a standard of review to be applied by the courts. I am bound by Board precedent, including *UGL-UNICCO Service Co.*, 357 NLRB 801 (2011).

[4] The Employer also argues that the successor bar violates the text of the NLRA, is an impermissible interpretation of the Act, and violates the Act's public policy.

responded via email that same day, proposing that its bargaining committee, which it was working on assembling, not lose pay for attendance at negotiations and stating that it would like to being the conversation regarding bargaining dates in the "not too distant future." On August 21, 2025, the Employer responded, stating that it would provide available dates the next week but did not respond to the Union's request regarding bargaining committee pay. On September 11, 2025, the Union sent a follow-up e-mail asking if the Employer had yet considered its proposals "regarding beginning bargaining." On September 16, 2025, the Employer e-mailed a proposal for how to space out the bargaining dates, denied the Union's request that bargaining committee members receive pay but stated they may use PTO, and asked for the names of the bargaining committee members to "think about scheduling of meetings." No actual dates were discussed in the exchange. The Union replied the same day thanking the Employer for its response and saying it will get back to the Employer in a few days regarding the bargaining committee details.

In October 2025 and January 2026, the Employer and the Union exchanged e-mails about whether the Union would have access to the facility. No bargaining dates were exchanged. The Union mentioned on January 27, 2026, that it was looking forward to bargaining soon and requested access to the facility. On January 28, 2026, the Employer, while not granting the Union's access request did request bargaining dates from the Union. The Union did not propose bargaining dates until April 6, 2026, seven days after the filing of the instant petition. At the time of filing of the instant petition, there is no dispute that the parties had not yet met for bargaining.

The Employer argues that the Union has engaged in "inexcusable procrastination" in scheduling bargaining and has thus wasted the time of the bar. The Board has considered this same argument in *American Medical Response Ambulance Service* (28-RD-294046, September 29, 2022). Though the Employer in that matter became a successor about July 1, 2021, the incumbent Union did not request to bargain until February 2, 2022. The Board determined that the relevant inquiry is whether the Union's conduct exhibits "inexcusable procrastination or other manifestations of bad faith" citing to *Dominguez Valley Hospital*, 287 NLRB 149, 150 (1987). The Board found that the Union in *American Medical Response* did not engage in inexcusable procrastination and the petition was dismissed under the successor bar.

In this case, unlike in *American Medical Response*, the Union emailed the Employer immediately upon learning it was the successor. The Employer and Union in this matter engaged in more communications to set up bargaining than the parties in *American Medical Response*. In this case, as discussed above, the parties exchanged several emails soon after the Employer took over as the successor. In this exchange, the Union asked the Employer to engage in bargaining to which the Employer was receptive. The parties even seemed to ultimately agree on a tentative schedule for how the first few sessions would be scheduled, but no actual bargaining sessions were ever scheduled.

While there are some lapses of a few months between the parties, the Union's actions do not reflect "inexcusable procrastination or other … bad faith" conduct to commence bargaining. Further, while the Employer requested dates for bargaining in January 2026, it did not offer dates itself nor complain about the lack of scheduled bargaining sessions. See *Virginia Mason Medical Center*, 350 NLRB 923, 923 (2007) (noting there was no evidence employer had complained about delay or requested an earlier bargaining date). In fact, the communications between the Employer and Union were respectful and working towards establishing rules and clarifications that would ultimately facilitate bargaining once it began.

As bargaining had not yet begun between the Employer and the Union in the eight months since the Employer took over as the successor until the instant petition was filed, the reasonable period of six months to a year under *UGL-UNICCO Service* had not expired as of the date the Petitioner filed the instant petition. For the foregoing reasons, a successor bar is in effect and precludes processing of the instant petition.

It is hereby ordered that the petition in this matter is dismissed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.71(a) of the Board's Rules and Regulations, you may obtain a review of this action by filing a request with the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A copy of the request for review must be served on each of the other parties as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must contain a complete statement of the facts and reasons on which it is based.

Procedures for Filing Request for Review: Pursuant to Section 102.5 of the Board's Rules and Regulations, a request for review must be filed by electronically submitting (E-Filing) it through the Agency's web site (www.nlrb.gov), unless the party filing the request for review does not have access to the means for filing electronically or filing electronically would impose an undue burden. A request for review filed by means other than E-Filing must be accompanied by a statement explaining why the filing party does not have access to the means for filing electronically or filing electronically would impose an undue burden. Section 102.5(e) of the Board's Rules do not permit a request for review to be filed by facsimile transmission. A copy of the request for review must be served on each of the other parties to the proceeding, as well as on the undersigned, in accordance with the requirements of the Board's Rules and Regulations. The request for review must comply with the formatting requirements set forth in Section 102.67(i)(1) of the Board's Rules and Regulations. Detailed instructions for using the NLRB's E-Filing system can be found in the E-Filing System User Guide.

A request for review must be received by the Executive Secretary of the Board in Washington, DC, by close of business **(5 p.m. Eastern Time) on July 24, 2026** unless filed electronically. If filed electronically, it will be considered timely if the transmission of the entire document through the Agency's website is **accomplished by no later than 11:59 p.m. Eastern Time on July 24, 2026.**

Filing a request for review electronically may be accomplished by using the E-Filing system on the Agency's website at www.nlrb.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt of the request for review rests exclusively with the sender. A failure to timely file the request for review will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off line or unavailable for some other reason, absent a determination of technical failure of the site, with notice of such posted on the website.

Upon good cause shown, the Board may grant special permission for a longer period within which to file a request for review. A request for extension of time, which must also be filed electronically, should be submitted to the Executive Secretary in Washington, and a copy of such request for extension of time should be submitted to the Regional Director and to each of the other parties to this proceeding. A request for an extension of time must include a statement that a copy has been served on the Regional Director and on each of the other parties to this proceeding in the same manner or a faster manner as that utilized in filing the request with the Board.

Any party may, within 5 business days after the last day on which the request for review must be filed, file with the Board a statement in opposition to the request for review. An opposition must be filed with the Board in Washington, DC, and a copy filed with the Regional Direction and copies served on all the other parties. The opposition must comply with the formatting requirements set forth in §102.67(i)(1). Requests for an extension of time within which to file the opposition shall be filed pursuant to §102.2(c) with the Board in Washington, DC, and a certificate of service shall accompany the requests. The Board may grant or deny the request for review without awaiting a statement in opposition. No reply to the opposition may be filed except upon special leave of the Board.

Dated: July 10, 2026

/s/ Angie Cowan Hamada

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