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**Riverside Healthcare System, L.P., d/b/a Riverside Community Hospital and Service Employees International Union, Local 121 RN.** Case 21–CA–347056

July 2, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY  
AND MAYER

This is a refusal-to-bargain case in which Riverside Healthcare System, L.P., d/b/a Riverside Community Hospital (the Respondent) is contesting the Union’s certification as bargaining representative in the underlying representation proceeding. Pursuant to a charge filed on July 26, 2024, by the Service Employees International Union, Local 121 RN (the Union), the General Counsel issued a complaint on March 26, 2026, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union following the Union’s certification in Case 21–R–C–317216. (Official notice is taken of the record in the representation proceeding as defined in the Board’s Rules and Regulations, Sections 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).) The Respondent filed an answer admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

<sup>1</sup> In its answer, the Respondent makes several denials that are insufficient to preclude summary judgment. First, the Respondent denied that it was served a copy of the charge of July 26, 2024 (par. 1), but the affidavit of service of the charge, appended to the General Counsel’s motion for summary judgment as Exh. 8, is sufficient to prove service. Second, the Respondent denied the portion of par. 2(a) regarding its relationship to Columbia Riverside, Inc., but the Decision and Direction of Election includes a stipulation to this business relationship. Third, denying Joseph Peccorolo is a supervisor is legally insignificant (par. 5) because the Respondent admitted that he is an agent of the Respondent under Section 2(13) of the Act. Likewise, the Respondent’s denials and affirmative defenses challenging the appropriateness of the unit (Ans. par. 6 and affirmative defenses 1–4) do not preclude summary judgment because the Board has considered and rejected those claims in the underlying representation proceeding. The remaining denials are of legal conclusions (pars. 7(d), 9, 10, 11); such denials do not preclude summary judgment.

The Respondent’s constitutional arguments—that the Board members and administrative law judges are unconstitutionally insulated from removal, the structure of the NLRB violates the separation of powers and the Respondent’s due process rights, and the Board’s adjudication of and remedies for unfair labor practices violate the Seventh Amendment of the United States Constitution—are bare assertions without any explanation or evidence. We therefore find them insufficient to warrant denial of the General Counsel’s Motion for Summary Judgment. See, e.g.,

On April 24, 2026, the General Counsel filed a Motion for Summary Judgment. On April 28, 2026, the Board issued an Order Transferring the Proceeding to the Board and a Notice to Show Cause why the motion should not be granted. On May 12, 2026, the Respondent filed a response to the Notice to Show Cause.

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain but contests the validity of the certification based on its contention, raised and rejected in the representation proceeding, that the registered nurses in the petitioned-for unit are managerial and/or supervisory employees excluded from coverage under the Act.<sup>1</sup>

All representation issues raised by the Respondent were or could have been litigated in the prior representation proceeding. The Respondent does not offer to adduce at a hearing any newly discovered and previously unavailable evidence, nor has it established any special circumstances that would require the Board to reexamine the decision made in the representation proceeding. We therefore find that the Respondent has not raised any representation issue that is properly litigable in this unfair labor practice proceeding. See *Pittsburgh Plate Glass Co. v. NLRB*, 313 U.S. 146, 162 (1941). Accordingly, we grant the Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all times reasonably encompassed by the complaint, the Respondent, a limited partnership, Columbia River-

*Sysco Central California, Inc.*, 371 NLRB No. 95, slip op. at 1 fn. 1 (2022); *Station GVR Acquisition, LLC d/b/a Green Valley Ranch Resort Spa Casino*, 366 NLRB No. 58, slip op. at 1 fn. 1 (2018) (citing cases), enf. sub nom. *Operating Engineers Local 501 v. NLRB*, 949 F.3d 477 (9th Cir. 2020).

In addition to finding all the constitutional arguments unsupported, we also find no merit to the arguments regarding Board member and administrative law judge removal protections. There is no evidence that the Respondent suffered any harm from their removal protections. See *SJT Holdings, Inc.*, 372 NLRB No. 82 slip op. at 1 fn. 4 (2023) (citing *Collins v. Yellen*, 594 U.S. 220, 257–258 (2021), and *Calcutt v. FDIC*, 37 F.4th 293, 316 (6th Cir. 2022), rev’d per curiam on other grounds, 598 U.S. 623 (2023)); *K & R Contractors, LLC v. Keene*, 86 F.4th 135, 148–149 (4th Cir. 2023) (“[R]egardless of how we answer the constitutional question presented by the removal provisions, we would be required to deny the petition because K & R has not asserted any harm resulting from the allegedly unconstitutional statutes[.]”).

Also unavailing is the Respondent’s claim that the Board’s adjudication of unfair labor practices violates the Seventh Amendment. The Supreme Court has considered, and rejected, that the Act implicates the Seventh Amendment. *NLRB v. Jones & Laughlin Steel Corp.*, 301 U.S. 1, 48–49 (1937); see also *Atlas Roofing Co. v. OSHRC*, 430 U.S. 442, 453–455 (1977) (reaffirming that the Act created a public right and that Congress could therefore assign the adjudication of that right to the Board without violating the Seventh Amendment).

side, Inc., with a facility located at 4445 Magnolia Avenue, Riverside, California (Riverside Facility), the only facility involved herein, has been engaged in the business of operating an acute care hospital.

During the 12-month period ending February 28, 2026, a representative period, the Respondent in conducting its operations described above derived gross revenues in excess of \$250,000. During that same period, the Respondent purchased and received at its Riverside, California facility goods valued in excess of \$5000 directly from points located outside of the State of California.

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 is a health care institution within the meaning of Section 2(14) of the Act. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

## II. ALLEGED UNFAIR LABOR PRACTICES

### A. *The Certification*

Following a self-determination election conducted by secret ballot on May 29, 2024, the Regional Director issued a Certification of Results of Election in Case 21–R–C–317216 on June 12, 2024, certifying the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit, as part of the existing unit of registered nurses already represented by the Union:

Included: All full-time, regular part-time, and per diem registered nurses employed by the Employer at its facility located at 4445 Magnolia Avenue, Riverside, CA 92501 in the following registered nurse (RN) job classifications:

1. Trauma Registry Performance Improvement
2. Quality Coordinator
3. RN Cardiovascular Quality Data Abstractor
4. RN Coordinator Trauma Injury Prevention
5. Sepsis Coordinator
6. Patient Safety Coordinator
7. RN Trauma Performance Improvement Coordinator

Excluded: All other employees, physicians, other professional employees, skilled maintenance employees,

technical employees, business office clerical employees, guards, other non-professional employees, temporary employees, agency employees, registry employees, managerial employees, confidential employees, and supervisors as defined in the Act.

On January 30, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision and Direction of Election and subsequent actions. The Union continues to be the exclusive collective-bargaining representative of the unit employees under Section 9(a) of the Act.

### B. *Refusal to Bargain*

At all times reasonably encompassed by the complaint, Joseph Peccorale held the position of Director of Employee & Labor Relations and has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

On about June 20, 2024, by emailed letter, the Union requested that the Respondent recognize and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit. Since about June 20, 2024, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit.

We find that the Respondent's conduct constitutes an unlawful failure and refusal to recognize and bargain with the Union in violation of Section 8(a)(5) and (1) of the Act.

## CONCLUSION OF LAW

By failing and refusing to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit since about June 20, 2024, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.<sup>2</sup>

<sup>2</sup> The General Counsel requests that the Board extend the certification year pursuant to the Board's decision in *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962). Such a remedy, however, is inappropriate where, as here, the underlying representation proceeding involved a self-determination election. See *Winkie Mfg. Co.*, 338 NLRB 787, 788 fn. 3 (2003), aff'd, 348 F.3d 254, 254 (7th Cir. 2003); *White Cap, Inc.*, 323 NLRB 477, 478 fn. 3 (1997) (citing cases).

Member Prouty would grant the General Counsel's request for a notice mailing. The General Counsel also requests that the Respondent be

ordered to distribute the notice "by Respondent's internet, e-mail or other electronic procedures." Member Prouty observes that the Board's standard remedy already requires distribution by these methods to the extent that employers use them to communicate with employees. See *J. Picini Flooring*, 356 NLRB 11, 15 (2010) (requiring distribution of the notice electronically, "such as by email, posting on an intranet or an internet site, and/or other electronic means, if the [r]espondent customarily communicates with its employees by such means").

ORDER

The National Labor Relations Board orders that the Respondent Riverside Healthcare System, L.P., d/b/a Riverside Community Hospital, Riverside, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with the Service Employees International Union, Local 121 RN (the Union) as the exclusive collective-bargaining representative of all full-time, regular part-time, and per diem registered nurses employed by the Respondent at its facility located at 4445 Magnolia Avenue, Riverside, CA 92501 in the following registered nurse (RN) job classifications: Trauma Registry Performance Improvement, Quality Coordinator, RN Cardiovascular Quality Data Abstractor, RN Coordinator Trauma Injury Prevention, Sepsis Coordinator, Patient Safety Coordinator, and RN Trauma Performance Improvement Coordinator, as part of the existing bargaining unit of registered nurses.

(b) 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 as the exclusive collective-bargaining representative of the following group of employees, as part of the existing bargaining unit of registered nurses, concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

Included: All full-time, regular part-time, and per diem registered nurses employed by the Employer at its facility located at 4445 Magnolia Avenue, Riverside, CA 92501 in the following registered nurse (RN) job classifications:

- 1. Trauma Registry Performance Improvement
- 2. Quality Coordinator
- 3. RN Cardiovascular Quality Data Abstractor
- 4. RN Coordinator Trauma Injury Prevention
- 5. Sepsis Coordinator
- 6. Patient Safety Coordinator
- 7. RN Trauma Performance Improvement Coordinator

Excluded: All other employees, physicians, other professional employees, skilled maintenance employees, technical employees, business office clerical employees, guards, other non-professional employees, temporary employees, agency employees, registry employees, ma-

nagerial employees, confidential employees, and supervisors as defined in the Act.

(b) Within 14 days of service by the Region, post at its facility in Riverside, California copies of the attached notice marked "Appendix."<sup>3</sup> Copies of the notice, on forms provided by the Regional Director for Region 21, 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 June 20, 2024.

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

Dated, Washington, D.C. July 2, 2026

James R. Murphy, Chairman

David M. Prouty, 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

<sup>3</sup> 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."

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 fail and refuse to recognize and bargain with the Service Employees International Union, Local 121 RN (the Union) as the exclusive collective-bargaining representative of all full-time, regular part-time, and per diem registered nurses employed by us at our facility located at 4445 Magnolia Avenue, Riverside, CA 92501 in the following registered nurse (RN) job classifications: Trauma Registry Performance Improvement, Quality Coordinator, RN Cardiovascular Quality Data Abstractor, RN Coordinator Trauma Injury Prevention, Sepsis Coordinator, Patient Safety Coordinator, and RN Trauma Performance Improvement Coordinator, as part of the existing bargaining unit of registered nurses.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following group of employees, as part of the existing unit of registered nurses concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

Included: All full-time, regular part-time, and per diem registered nurses employed by the Employer at its facil-

ity located at 4445 Magnolia Avenue, Riverside, CA 92501 in the following registered nurse (RN) job classifications:

1. Trauma Registry Performance Improvement
2. Quality Coordinator
3. RN Cardiovascular Quality Data Abstractor
4. RN Coordinator Trauma Injury Prevention
5. Sepsis Coordinator
6. Patient Safety Coordinator
7. RN Trauma Performance Improvement Coordinator

Excluded: All other employees, physicians, other professional employees, skilled maintenance employees, technical employees, business office clerical employees, guards, other non-professional employees, temporary employees, agency employees, registry employees, managerial employees, confidential employees, and supervisors as defined in the Act.

RIVERSIDE HEALTHCARE SYSTEM, L.P., D/B/A  
RIVERSIDE COMMUNITY HOSPITAL

The Board's decision can be found at [www.nlr.gov/case/ 21-CA-347056](http://www.nlr.gov/case/21-CA-347056) 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.

