Menorah Campus, Inc. d/b/a The Harry and Jeanette Weinberg Campus *and* 1199 SEIU United Healthcare Workers East. Case 03–CA–353575

July 31, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY AND MAYER

The General Counsel seeks a default judgment in this case on the grounds that Menorah Campus, Inc. d/b/a the Harry and Jeanette Weinberg Campus (the Respondent) has failed to file a timely and adequate answer to the complaint. Upon charges filed by 1199SEIU United Healthcare Workers East (the Union) on October 28, 2024, and amended on November 7, 2024, and May 8, 2025, the General Counsel issued a complaint and notice of hearing on June 2, 2025,[1] against the Respondent, alleging that it has violated Section 8(a)(5) and (1) of the Act. Although properly served copies of the charges and complaint, the Respondent did not file an answer to the complaint within the 14-day time period set forth in Section 102.20 of the Board's Rules and Regulations.

On March 20, 2026, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On March 24, 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. A response to the Notice to Show Cause was due on April 7, 2026. The Respondent did not file an opposition to the General Counsel's Motion for Default Judgment or a response to the Notice to Show Cause.

Ruling on Motion for Default Judgment

Section 102.20 of the Board's Rules and Regulations provides that the allegations in a complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. In addition, the complaint affirmatively states that unless an answer is received on or before June 16, the Board may find, pursuant to a motion for default judgment, that the allegations in the complaint are true. Further, the undisputed allegations in the General Counsel's motion disclose that the Region, by letter dated June 17, advised the Respondent that it had not received an answer and that its failure to file and serve its answer by June 25 would result in the General Counsel filing a motion for default judgment. Notwithstanding the June 17 reminder letter, the Respondent failed to file an answer until July 2.

We note that the Respondent did not file a request for an extension of time to file an answer and has offered no explanation for its failure to do so. Such failure to promptly request an extension of time for filing is a factor demonstrating lack of good cause. See, e.g., *V. Garofalo Carting, Inc.*, 362 NLRB 1369, 1369 (2015); *Day & Zimmerman Services*, 325 NLRB 1046, 1047 (1998).

Further, the Respondent's July 2 answer provided no explanation for its untimeliness. The Respondent failed to comply with the express instructions for late-filed documents set forth in Section 102.2(d)(2) of the Board's Rules and Regulations. That is, it did not file "a motion that states the grounds relied on for requesting permission to file untimely," accompanied by an affidavit containing the facts relied on to support the motion. In *Elevator Constructors Local 2 (Unitec Elevator Services Co.)*, 337 NLRB 426, 428 (2002), the Board stated that in all matters arising under the excusable-neglect provision of Section 102.111(c), a precursor to Section 102.2(d)(2), "we will strictly adhere to our rule that the specific facts relied on to support the motion to accept a late filing shall be set forth in affidavit form and sworn to by individuals with personal knowledge of the facts." Here, the Respondent did not file such a motion, nor did it submit a supporting affidavit. Thus, the Respondent did not comply with the requirements of Section 102.2(d)(2) and has failed to show good cause for filing an untimely answer.[2]

In the absence of good cause being shown, we reject the answer filed on July 2 as untimely,[3] deem the allegations of the complaint to be admitted as true, and grant the General Counsel's Motion for Default Judgment.

On the entire record, the Board makes the following

[1] All dates are in 2025 unless otherwise indicated.

[2] The Respondent's untimely answer alleges that this proceeding is stayed by its petition for relief under Chapter 11 of the United States Bankruptcy Code. Although we reject that answer, we note that it is well established that the institution of bankruptcy proceedings does not deprive the Board of jurisdiction or authority to entertain and process an unfair labor practice case to its final disposition. See, e.g., *Cardinal Services*, 295 NLRB 933, 933 fn. 2 (1989), and cases cited there. Board proceedings fall within the exception to the automatic stay provisions for proceedings by a governmental unit to enforce its police or regulatory powers. See id., and cases cited there; *NLRB v. 15th Avenue Iron Works, Inc.*, 964 F.2d 1336, 1337 (2d Cir. 1992). Accord *Ahrens Aircraft, Inc. v. NLRB*, 703 F.2d 23, 23–24 (1st Cir. 1983).

[3] Because the Board has rejected the Respondent's late-filed answer, there is no need to address the General Counsel's argument that the answer is insufficient. Cf. *Patrician Assisted Living Facility*, 339 NLRB 1153, 1154 (2003), citing *Dong-A Daily North America, Inc.*, 332 NLRB 15, 16 (2000) (declining to address substance of respondent's answer where no good cause had been shown for its untimeliness).

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent has been a corporation with an office and place of business located at 2700 North Forest Road, Getzville, New York 14068 (the Respondent's facility), where it operated a long-term care and nursing home.

Annually, the Respondent, in conducting its business operations described above, derives gross revenues in excess of $100,000 and purchases and receives at its Getzville, New York facility goods valued in excess of $5000 directly from points outside the State of New York.

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

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondent within the meaning of Section 2(11) of the Act and agents of the Respondent within the meaning of Section 2(13) of the Act:

Robert Mayer	–	President and CEO
Peter Fadeley	–	Administrator

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

> All full-time and part-time employees in the service and maintenance unit, licensed practical nurse unit, business office clerical unit, and licensed home care unit as described in Article I of the collective-bargaining agreement between the Respondent and the Union, excluding per diems, professional employees, salaried clerical employees, managers, guards, confidential employees and supervisors as defined by the NLRA.

At all material times, the Respondent has recognized the Union as the exclusive collective-bargaining representative of the unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from November 1, 2023, to April 30, 2025.

At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit.

Since about August 5, 2024, the Respondent has failed and refused to adhere to the collective-bargaining agreement described above.

2.(a) Since about August 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to remit dues to the Union after withholding from employees as required by Article 3 of that agreement.

2.(b) Since about August 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to pay retroactive raises and wage increases as required by Article 33 of that agreement.

2.(c) Since about August 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to maintain health insurance embodied in Article 27 of that agreement.

2.(d) Since about August 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to maintain dental and vision coverage embodied in Article 28 of that agreement.

2.(e) Since about August 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to make pension contributions as required by Article 29 of that agreement.

2.(f) About September 16, 2024, and November 7, 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by repudiating the grievance and arbitration procedure embodied in Article 19 of that agreement.

2.(g) Since about November 7, 2024, the Respondent failed to continue in effect all the terms and conditions of the agreement described above by failing to provide layoff notices as required by Article 14 of that agreement.

2.(h) The terms and conditions of employment described above in paragraph 2(a) through (g) are mandatory subjects for the purposes of collective bargaining.

2. (i) The Respondent engaged in the conduct described in paragraph 2(a) through (g) without the Union's consent.

3.(a) Since about October 24, 2024, the Union has requested in writing that the Respondent furnish the Union with the following information:

> 1. The audited financials for Rosa Coplon . . . for the last three available years.
>
> 2. A current list of all Rosa Coplon employees, including names, job titles, annual salary and status.

3.(b) The information requested by the Union, as described above in paragraph 3(a) is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

3.(c) Since about October 24, 2024, the Respondent has failed and refused to furnish the Union with the information requested by it as described above in paragraph 3(a).

3.(d) Since about October 24, 2024, the Respondent has failed and refused to respond to the Union's information request described above in paragraph 3(a).

4.(a) About October 24, 2024, the Respondent announced to its unit employees the permanent closure of the Respondent's Getzville, New York facility and permanently laid off the employees in the unit.[4]

4.(b) The Respondent engaged in the conduct described above in paragraph 4(a) without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to the effects of this conduct.

CONCLUSION OF LAW

By the conduct described above in paragraphs 1 and 2, the Respondent has failed to adhere to the contract within the meaning of Section 8(d) of the Act in violation of Section 8(a)(5) and (1) of the Act. By the conduct described above in paragraphs 3 and 4, the Respondent has been failing and refusing to 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) within the meaning of Section 8(d) by failing and refusing to adhere to the terms of the parties' collective-bargaining agreement as it pertains to mandatory subjects of bargaining, including but not limited to failing to pay retroactive raises and wages increases as required by Article 33 of that agreement, failing to maintain health insurance as required by Article 27 of that agreement, and failing to maintain dental and vision coverage as required by Article 28 of that agreement, we shall order the Respondent to adhere to those terms, to the extent they are still in effect, and to make whole the unit employees for any loss of earnings and other benefits suffered as a result of its unlawful conduct. The make whole relief shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), 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). In accordance with the Board's decision in *Thryv, Inc.*, 372 NLRB No. 22 (2022), vacated in part on other grounds 102 F.4th 727 (5th Cir. 2024), the Respondent shall also compensate unit employees for any other direct or foreseeable pecuniary harms incurred as a result of the Respondent's unlawful conduct.[5]

Having further found that the Respondent violated Section 8(a)(5) and (1) within the meaning of Section 8(d) by failing and refusing to comply with its obligation to remit to the Union dues deducted pursuant to Article 3 of the parties' collective-bargaining agreement, we shall order the Respondent to make the Union whole for any dues the Union would have received but for the Respondent's unlawful conduct, and to make the Union and the employees whole for any expenses ensuing from the Respondent's failure to make the remittances, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891, 891 fn. 2 (1980), enfd. mem. 661 F.2d 940 (9th Cir. 1981), the amounts to be computed in the manner set forth in *Ogle Protection Service*, above, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.[6]

Having found that the Respondent violated Section 8(a)(5) and (1) within the meaning of Section 8(d) by failing and refusing to remit contributions to the pension fund on behalf of unit employees since August 2024, as required by Article 29 of the collective-bargaining agreement, we shall order the Respondent to make any delinquent fund contributions, including any additional amounts due to the fund on behalf of unit employees in accordance with *Merryweather Optical Co.*, 240 NLRB

[4] A respondent's cessation of operations does not excuse it from filing an answer to a complaint. See, e.g., *OK Toilet & Towel Supply, Inc.,* 339 NLRB 1100, 1100–1101 (2003); *Dong-A Daily North America*, 332 NLRB at 15–16.

[5] As stated in *Performance Plumbing, LLC*, 374 NLRB No. 48, slip op. at 2 fn. 2 (2026), and *Lodi Volunteer Ambulance Rescue Squad, Inc.*, 374 NLRB No. 26, slip op. at 3 fn. 3 (2026), Chairman Murphy and Member Mayer find no need at this time to express an opinion whether the novel remedies announced by the Board majority in *Thryv* are permissible under the Act. They would be open to reconsideration of that precedent in a future proceeding, but in the absence of a three-member majority to overrule it at this time, they agree to apply *Thryv*.

[6] To prevent double recovery by the Union, payment by the Respondent to the Union shall be offset by any dues the Union collected during the relevant period on behalf of employees covered by the dues-payment order. See *A.W. Farrell & Son, Inc.*, 361 NLRB 1487, 1487 fn. 3 (2014).

In addition, in ordering this remedy, we make clear that the Respondent is prohibited from seeking to recoup from the employees any dues amounts the Respondent is required to reimburse to the Union. See *Alamo Rent-A-Car*, 362 NLRB 1091, 1091 fn. 1 (2015) ("[T]he 'financial liability for making the Union whole for dues it would have received but for [r]espondent's unlawful conduct rests entirely on the [r]espondent and not the employees.'") (quoting *West Coast Cintas Corp.*, 291 NLRB 152, 156 fn. 6 (1988)), enfd. sub nom. *Enterprise Leasing Company of Florida v. NLRB*, 831 F.3d 534 (D.C. Cir. 2016).

1213, 1216 fn. 7 (1979).[7] Further, in accordance with our decision in *Thryv*, above, the Respondent shall also compensate affected employees for any other direct or foreseeable pecuniary harms incurred as a result of any failure to make pension contributions. Moreover, the Respondent shall be required to reimburse unit employees for any expenses ensuing from its failure to make the required pension contributions, as set forth in *Kraft Plumbing & Heaing*, above. Such amounts should be computed in the manner set forth in *Ogle Protection Service*, above, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.

Having found that the Respondent violated Section 8(a)(5) and (1) within the meaning of Section 8(d) by repudiating the grievance and arbitration procedure embodied in Article 19 of the parties' collective-bargaining agreement and failing to provide layoff notices as required by Article 14 of that agreement, we shall also order the Respondent to adhere to the grievance and arbitration procedure embodied in Article 19 of that agreement, to process any grievances it failed to process pursuant to Article 19, and to provide layoff notices as required by Article 14.

Further, having found that the Respondent violated Section 8(a)(5) and (1) by failing and refusing to furnish the Union with requested information that is necessary for and relevant to its role as the exclusive collective-bargaining representative of the unit, we shall order the Respondent to timely furnish the information requested since about October 24, 2024.

To remedy the Respondent's unlawful failure and refusal to bargain with the Union about the effects of the closing of the Respondent's facility and laying off unit employees, we shall order the Respondent to bargain with the Union, on request, about the effects of this decision. As a result of the Respondent's unlawful conduct, however, the unit employees have been denied an opportunity to bargain through their collective-bargaining representative at a time when the Respondent might still have been in need of their services and a measure of balanced bargaining power existed. Meaningful bargaining cannot be assured until some measure of economic strength is restored to the Union. A bargaining order alone, therefore, cannot serve as an adequate remedy for the unfair labor practices committed.

Accordingly, we deem it necessary, in order to ensure that meaningful bargaining occurs and to effectuate the policies of the Act, to accompany our bargaining order with a limited backpay requirement designed both to make whole the employees for losses suffered as a result of the violation and to recreate in some practicable manner a situation in which the parties' bargaining position is not entirely devoid of economic consequences for the Respondent. We shall do so by ordering the Respondent to pay backpay to the unit employees in a manner similar to that required in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968), as clarified by *Melody Toyota*, 325 NLRB 846 (1998).[8]

Thus, the Respondent shall pay its unit employees backpay at the rate of their normal wages when last in the Respondent's employ from 5 days after the date of this Decision and Order until occurrence of the earliest of the following conditions: (1) the date the Respondent bargains to agreement with the Union on those subjects pertaining to the effects of the closure on the unit employees; (2) a bona fide impasse in bargaining; (3) the Union's failure to request bargaining within 5 business days after receipt of this Decision and Order, or to commence negotiations within 5 business days after receipt of the Respondent's notice of its desire to bargain with the Union; or (4) the Union's subsequent failure to bargain in good faith.

In no event shall the sum paid to these employees exceed the amount they would have earned as wages from the date on which the Respondent ceased operations to the time they secured equivalent employment elsewhere, or the date on which the Respondent shall have offered to bargain in good faith, whichever occurs sooner. However, in no event shall this sum be less than the employees would have earned for a 2-week period at the rate of their normal wages when last in the Respondent's employ. Backpay shall be based on earnings that the unit employees would normally have received during the applicable period and shall be computed in accordance with *Ogle Protection Service*, above, with interest at the rate prescribed in *New Horizons*, above, compounded daily as prescribed in *Kentucky River Medical Center*, above.

In addition, we shall order the Respondent to compensate the affected employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award and to file with the Regional Director for Region 3, 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 year(s) for each employee. *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016). Further, we shall order the Respondent to file with the Regional Director for Region 3 a copy of the affected

[7] To the extent that an employee has made personal contributions to a fund that are accepted by the fund in lieu of the employer's delinquent contributions during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

[8] See also *Live Oak Skilled Care & Manor*, 300 NLRB 1040 (1990).

employees' corresponding W-2 forms reflecting the backpay awards.

Finally, because the Respondent's facility is currently closed, we shall order the Respondent to mail a copy of the attached notice to the Union and to the last known addresses of its unit employees who were employed at any time since August 5, 2024, in order to inform them of the outcome of this proceeding.

ORDER

The National Labor Relations Board orders that the Respondent, Menorah Campus, Inc. d/b/a the Harry and Jeanette Weinberg Campus, Getzville, New York, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Failing and refusing to adhere to the terms of the collective-bargaining agreement (effective November 1, 2023, to April 30, 2025) between the Respondent and 1199SEIU United Healthcare Workers East (Union), the exclusive collective-bargaining representative of the employees in the following appropriate bargaining unit, that cover mandatory subjects of bargaining:

> All full-time and part-time employees in the service and maintenance unit, licensed practical nurse unit, business office clerical unit, and licensed home care unit as described in Article 1 of the collective-bargaining agreement between Respondent and the Union, excluding per diems, professional employees, salaried clerical employees, managers, guards, confidential employees and supervisors as defined by the NLRA.

(b) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to remit dues to the Union after withholding dues from employees as required by Article 3 of the parties' collective-bargaining agreement.

(c) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to pay retroactive raises and wage increases as required by Article 33 of the parties' collective-bargaining agreement.

(d) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to maintain health insurance embodied in Article 27 of the parties' collective-bargaining agreement.

(e) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to maintain dental and vision coverage embodied in Article 28 of the parties' collective-bargaining agreement.

(f) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to make pension contributions as required by Article 29 of the parties' collective-bargaining agreement.

(g) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by repudiating the grievance and arbitration procedure embodied in Article 19 of the parties' collective-bargaining agreement.

(h) Failing to continue in effect all the terms and conditions of the agreement described above in paragraph 1(a) by failing to provide layoff notices as required by Article 14 of the parties' collective-bargaining agreement.

(i) Refusing to bargain collectively with the Union by failing and refusing to furnish to the Union requested information that is necessary for and relevant to its role as the exclusive collective-bargaining representative of the unit.

(j) Announcing its permanent closure and laying off unit employees without first affording the Union adequate notice and an opportunity to bargain over those decisions and their effects.

(k) 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) Adhere to the terms and conditions of employment contained in the November 1, 2023, to April 30, 2025 collective-bargaining agreement with the Union to the extent that they are still in effect.

(b) Make affected employees whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, suffered as a result of the Respondent's unlawful actions, in the manner set forth in the remedy section of this decision.

(c) Remit to the Union, at no cost to employees, dues payments required by the parties' collective-bargaining agreement for employees who executed checkoff authorizations prior to and during the period of the Respondent's unlawful conduct, with interest, as described in the remedy section of this decision.

(d) Make the Union and unit employees whole for any expenses ensuing from the Respondent's failure to remit union dues, with interest, in the manner set forth in the remedy section of this decision.

(e) Make all contributions to the pension fund that have not been paid and that would have been paid in the absence of the Respondent's unlawful discontinuance of the payments, and make unit employees whole, in the manner set forth in the remedy section of this decision.

(f) Adhere to the grievance and arbitration procedure embodied in Article 19 of the parties' collective-bargaining agreement and process any grievances it failed to process pursuant to that provision.

(g) Provide layoff notices as required by Article 14 of the parties' collective-bargaining agreement.

(h) Furnish to the Union in a timely manner the information requested by the Union on or about October 24, 2024.

(i) On request, bargain collectively and in good faith with the Union concerning the effects of the Respondent's decision to lay off employees and cease operations at its Getzville, New York facility, and reduce to writing and sign any agreement reached as a result of such bargaining.

(j) Pay to the unit employees their normal wages for the period set forth in the remedy section of this decision, with interest, in the manner set forth in the remedy section of this decision.

(k) Compensate the affected employees for the adverse tax consequences, if any, of receiving lump-sum backpay award(s), and file with the Regional Director for Region 3, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year(s) for each employee.

(l) File with the Regional Director for Region 3, 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 each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

(m) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix" to the Union and to the last known addresses of all unit employees who were employed since August 5, 2024. In addition to the physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.

(n) 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.

(o) Within 21 days after service by the Region, file with the Regional Director for Region 3 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 31, 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

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 adhere to the terms and conditions of the collective-bargaining agreement with 1199SEIU United Healthcare Workers East (the Union).

WE WILL NOT fail to remit to the Union your dues that we withheld from you as required by Article 3 of our collective-bargaining agreement.

WE WILL NOT fail to pay retroactive raises and wage increases as required by Article 33 of our collective-bargaining agreement.

WE WILL NOT fail to maintain health insurance embodied in Article 27 of our collective-bargaining agreement.

WE WILL NOT fail to maintain dental and vision coverage embodied in Article 28 of our collective-bargaining agreement.

WE WILL NOT fail to make pension contributions as required by Article 29 of our collective-bargaining agreement.

WE WILL NOT repudiate the grievance and arbitration procedure embodied in Article 19 of our collective-bargaining agreement.

WE WILL NOT fail to provide layoff notices as required by Article 14 of our collective-bargaining agreement.

WE WILL NOT refuse 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 our unit employees.

WE WILL NOT announce a closure and permanently lay off employees without first notifying the Union and giving it an opportunity to bargain over the decision and its effects.

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 adhere to our expired collective-bargaining agreement with the Union with respect to all mandatory subjects of bargaining.

WE WILL make you whole for any loss of earnings and other benefits, and for any other direct or foreseeable pecuniary harms, plus interest, that you may have suffered by reason of our failure and refusal to continue in full force and effect the terms and conditions of the collective-bargaining agreement with the Union.

WE WILL remit to the Union your dues that we withheld from you as required by Article 3 of our collective-bargaining agreement, with interest.

WE WILL make you and the Union whole for any expenses ensuing from our failure to remit dues to the Union, with interest.

WE WILL make all pension contributions that we failed to make since August 2024, as required by Article 29 of our collective-bargaining agreement, and reimburse unit employees, with interest, for any expense resulting from our failure to make the required payments under the collective-bargaining agreement since August 2024.

WE WILL adhere to the grievance and arbitration procedure embodied in Article 19 of our collective-bargaining agreement and WE WILL process any grievances we failed to process pursuant to that provision.

WE WILL provide layoff notices as required by Article 14 of our collective-bargaining agreement.

WE WILL furnish to the Union in a timely manner the information requested by the Union on or about October 24, 2024.

WE WILL, on request, bargain collectively and in good faith with the Union about the effects of our decision to lay off employees and permanently close the facility and WE WILL reduce to writing and sign any agreements reached as a result of such bargaining.

WE WILL pay our unit employees their normal wages for the period set forth in the Decision and Order of the National Labor Relations Board, with interest.

WE WILL compensate the unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and WE WILL file with the Regional Director for Region 3, within 21 days of the date the award amount is fixed, either by agreement or Board order, a report allocating the backpay awards to the appropriate calendar year(s) for each employee.

WE WILL file with the Regional Director for Region 3, within 21 days of the date the amount is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of each backpay recipient's corresponding W-2 form(s) reflecting the backpay award.

MENORAH CAMPUS, INC. D/B/A THE HARRY AND JEANETTE WEINBERG CAMPUS

The Board's decision can be found at www.nlrb.gov/case/ 03-CA-353575 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.