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Bles Healthcare Management, LLC—Rosemont Care and Rehabilitation Center and SEIU Healthcare Pennsylvania. Cases 04–CA–345152 and 04–CA–366793

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 ground that BLES Healthcare Management, LLC – Rosemont Care and Rehabilitation Center (the Respondent) has failed to file an answer to the complaint. SEIU Healthcare Pennsylvania (the Union) filed a charge and amended charges in Case 04–CA–345152 on June 26, 2024, April 17, 2026, and May 14, 2026; and a charge and amended charge in Case 04–CA–366793 on June 3, 2025, and May 13, 2026. On May 15, 2026,¹ the General Counsel issued a consolidated complaint and notice of hearing 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 failed to file an answer.

On June 18, the General Counsel filed with the National Labor Relations Board a Motion for Default Judgment. On June 22, the Board 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

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 May 29, 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 2, notified the Respondent that unless an answer was received by June 9, the General Counsel would file a motion for default judgment. In addition, on June 3, the General Counsel re-

served the complaint. The Respondent has filed no answer nor requested an extension of time to file an answer.

In the absence of good cause being shown for the failure to file an answer, we deem the allegations in the complaint to be admitted as true, and we grant the 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, a limited liability company, has operated a skilled residential nursing and rehabilitation facility in Bryn Mawr, Pennsylvania.

During the past year, in conducting its business operations described above, the Respondent derived gross revenues in excess of \$100,000 and purchased and received at its Bryn Mawr facility goods valued in excess of \$5000 directly from points outside the Commonwealth of Pennsylvania.

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 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

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

(b) At all material times, the Respondent’s labor counsel has been an agent of the Respondent within the meaning of Section 2(13) of the Act.

2.(a) 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 regular part-time licensed practical nurses, restorative nurses (CNAs), and service and maintenance employees employed by Respondent at the Facility, excluding other employees, guards, and supervisors as defined in the Act.

(b) Since about 2005, and 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 by its terms from February 23, 2023 to June 30, 2025,

¹ Unless otherwise specified, all dates are 2026.

and extended by Contract Extension Agreements until May 31, 2026.

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

3.(a) Since about early May 2024, the Respondent has failed and refused to post vacant bargaining unit CNA positions.

(b) The subject set forth above in paragraph 3(a) relates to wages, hours and other terms and conditions of employment of the unit and is a mandatory subject for the purposes of collective bargaining.

(c) The Respondent engaged in the conduct described above in paragraph 3(a) without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to this conduct.

4.(a) About April 1, 2025, by electronic mail, the Union requested that the Respondent furnish it with the following information:

Bargaining Unit Information:

A list of all bargaining unit employees with their

1. ...
2. ...
3. home telephone number;
4. cell phone number;
5. email address;
6. Full-Time, Part-Time, or Per Diem/Casual status;
7. ...
8. licensure and/or certification date;
9.
10. average hours worked per pay period in the past year;
11. ...
12. ...
13. race and ethnicity;
14. job classification;
15. shift;
16. amount of accrued, but unused sick, personal, and vacation time or PTO;

Staffing and Turnover:

1. Number of extra work hours and overtime hours worked by each bargaining unit employee, total number

of extra work hours and overtime hours worked by bargaining unit employees in each department or patient care unit, and total cost for the past two (2) years;

2. Total hours worked, wage rates and total cost of any and all non-bargaining unit supplemental employees (agency, etc.) who have performed work otherwise performed by bargaining unit employees, broken down by month and name of agency, for the past two (2) years; and

3. Current number of vacancies and turnover rate for 2022, 2023, and 2024 the following job classifications; nursing, dietary, and environmental services broken out by each department and shift;

4. Current number of budgeted positions (full-time, part-time, and PRN) for all bargaining unit employees, broken down by each classification & department for the past two (2) years;

5. A list of departments/units and the number of low census days and/or hours reduced either by voluntary cancellations per license practical nurse, certified nurse aids and/or total cancellations by the facility broken down by each individual license practicable nurse and certified nursing assistant, in 2023 & 2024; and

6. A copy of the facilities patient per day hours (PPDH) for each day and month for last two (2) years; and

7. A copy of the facilities call off records/tracking log for each employee; including the day and hours, for each month for the last two (2) years; and

8. Average resident census for each unit , broken down by month, for the past two years; and

9. A list of any and all recruitment advertisements the nursing home did for recruiting license practical nurse and certified nurse assistants to fill vacancies at the facility, including the name of the advertising agencies and date they were published

10. A copy of any wage analysis performed by the facility bargaining unit employees for all for classification for the last two (2) years

Health Insurance:

1. A listing of all employees currently participating in SEIU or employer-provided health plans, including a breakdown of level of coverage (employee only, employee/children, employee/spouse, employee/family, etc.);

2. A current listing of the total premium cost, including Employer and employee contributions, for the SEIU & Employer-provided health plans listed above; and,

3. The average rate increase for the Employer sponsored insurance plan and a copy of any reports documenting how the insured rate was developed for the last two (2) years; and,

4. Summary Plan description for Employer-provided Health Insurance Plans offered to bargaining unit and non-bargaining unit employees;

5. A list of all bargaining unit employees who are receiving an opt out or no frills differential, the amount they are receiving, including the hourly premium being paid per hour.

Retirement Plan:

1. Any and all financial analysis of the current Retirement Savings Plan (401K)

2. Summary Plan Description for the Retirement Saving Plan (401K)

3. The Retirement Saving Plan cost to the Employer for all bargaining unit employees for 2023 & 2024; and

4. A list of all bargaining unit employees who participate in the Retirement Saving Plan (401K)

Health & Safety

OSHA Logs for the last two (2) years

Employer Policies:

1. Discipline & Attendance Policies

2. Workplace Violence Policies – Response and Prevention

3. Light Duty Policies

4. Worker Compensation Policies

5. Emergency Preparedness Plan or Pandemic Policy;

6. Discrimination Policy;

7. High Risk and Patient Falls Policy;

8. Compliance program policies and procedures

(b) About April 16 and 29, 2025, by electronic mail, the Union reiterated the request described above in paragraph 4(a).

(c) The information requested by the Union, as described above in paragraph 4(a), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.

(d) Since about April 1, 2025, the Respondent has failed and refused to provide the Union with the following information requested by it as described above in paragraph 4(a):

- Bargaining Unit Information: Items 3 through 5, 8, 13 through 15, and 16 - amount of accrued unused sick and personal time
- Staffing and Turnover: Items 2 through 10
- Health Insurance: Items 1 - breakdown of level of coverage (employee only, employee/children, employee/spouse, employee/family, etc.), and 3 through 5.
- Retirement Plan: Items 1 through 4
- Health & Safety: OSHA Logs for the last two (2) years
- Employer Policies: Items 1 through 8

(e) From about April 1, 2025, to about June 18, 2025, the Respondent unreasonably delayed in furnishing the Union with the following information requested by it as described above in paragraph 4(a):

- Bargaining Unit Information: Items 10, and 16 - amount of accrued vacation time or PTO
- Staffing and Turnover: Item 1
- Health Insurance: Item 1 - A listing of all employees currently participating in SEIU or employer-provided health plans, and 2

(f) From about April 1, 2025, to about mid-December 2025, the Respondent unreasonably delayed in furnishing the Union with the information requested by it as described above in paragraph 4(a) Bargaining Unit Information Item 6.

CONCLUSION OF LAW

By the conduct described above in paragraphs 3(a), 3(c), and 4(d) through 4(f), 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 de-

scribed 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 regarding the posting of vacant bargaining unit CNA positions since about early May 2024, we shall order the Respondent to rescind that unilateral change. We shall also order the Respondent to furnish the Union with the information it requested on April 1, 16, and 29, 2025, to the extent it has not already done so.

ORDER

The National Labor Relations Board orders that the Respondent, BLES Healthcare Management, LLC—Rosemont Care and Rehabilitation Center, Bryn Mawr, Pennsylvania, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Changing the terms and conditions of employment of unit employees by failing and refusing to post vacant bargaining unit CNA positions without first notifying SEIU Healthcare Pennsylvania (the Union) and giving it an opportunity to bargain.

(b) Refusing to bargain collectively with the Union by failing and refusing to furnish and unreasonably delaying in furnishing the Union 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) Before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following bargaining unit:

All full-time and regular part-time licensed practical nurses, restorative nurses (CNAs), and service and maintenance employees employed by Respondent at the Fa-

cility, excluding other employees, guards, and supervisors as defined in the Act

(b) Rescind the change in the terms and conditions of employment for its unit employees that was/were unilaterally implemented in early May 2024.

(c) Furnish to the Union in a timely manner the outstanding information requested by the Union on April 1, 16, and 29, 2025.

(d) Within 14 days after service by the Region, post at its facility in Bryn Mawr, Pennsylvania copies of the attached notice marked "Appendix."² Copies of the notice, on forms provided by the Regional Director for Region 04, 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 May 2024.

(e) Within 21 days after service by the Region, file with the Regional Director for Region 04 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

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

(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 change your terms and conditions of employment by failing and refusing to post vacant bargaining unit CNA positions without first notifying SEIU Healthcare Pennsylvania (the Union) and giving it an opportunity to bargain.

WE WILL NOT refuse to bargain collectively with the Union by failing and refusing to furnish and unreasonably delaying in furnishing the Union 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 in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, before implementing any changes in wages, hours, or other terms and conditions of employment of unit employees, notify and, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following bargaining unit:

All full-time and regular part-time licensed practical nurses, restorative nurses (CNAs), and service and maintenance employees employed by Respondent at the Facility, excluding other employees, guards, and supervisors as defined in the Act

WE WILL rescind the changes in the terms and conditions of employment for our unit employees that were unilaterally implemented in early May 2024.

WE WILL furnish to the Union in a timely manner the outstanding information requested by the Union on April 1, 16, and 29, 2025.

BLES HEALTHCARE MANAGEMENT, LLC—
ROSEMONT CARE AND REHABILITATION
CENTER

The Board's decision can be found at www.nlrb.gov/case/04-CA-345152 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.

