**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

**ASANTE d/b/a ASANTE ROGUE
REGIONAL MEDICAL CENTER**

Respondent

and **Cases 19-CA-316937
19-CA-321148**

OREGON NURSES ASSOCIATION

Charging Party

Robert W. Gassman, Esq.,
for the General Counsel.
Thomas Doyle, Esq.,
for the Charging Party.
Daniel Adlong, Esq.,
for the Respondent.

DECISION

STATEMENT OF THE CASE

SUSANNAH MERRITT, Administrative Law Judge. This case was tried in Medford, Oregon, on April 7–8, 2026, following the issuance by the Regional Director of Region 19 of the National Labor Relations Board (the Board) of an Order consolidating cases, consolidated complaint, and notice of hearing (the complaint) on August 27, 2025, based on charges filed by the Oregon Nurses Association (Charging Party or the Union). Respondent Asante Rogue Regional Medical Center (Respondent) filed a timely answer to the complaint on September 11, 2025.

Specifically, the complaint alleges that Respondent violated Section 8(a)(1) of the Act by: (a) telling employees that they would not get a pay raise because of certain steps that have to happen to get raises; (b) telling employees that they cannot bargain for their pay because Respondent would not have any control; (c) telling employees that if the Union won the representation election, the Respondent would not have to do anything in the meantime, including granting employees yearly raises that they had been getting; (d) threatening employees that they would be fined by the union excessive amounts of money for each day they crossed the picket line in the event of a strike; (e) threatened its employees that pay was going to be frozen during negotiations; (f) threatened its employees that they would not be able to get raises ever again, unless it was in a contract; (g) telling employees they could not likely change their insurance; (h) telling employees that they would not be getting additional recognition that they do not already get; and (i) telling employees that in bargaining they would have to make trade offs and insurance would be a tough thing to change. Finally, the complaint alleges that Respondent violated Section 8(a)(1) of the Act when a supervisor interrogated employees about their union activities and sympathies.[1]

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties,[2] I make the following findings of fact, conclusions of law, and recommendations.[3]

I. JURISDICTION AND LABOR ORGANIZATION

At all material times, Respondent, an Oregon corporation with a place of business located at 2825 East Barnett Road, Medford, Oregon (the "Medford facility"), where it has been engaged in the operation of an acute care hospital, derived gross revenues in excess of $250,000, and purchased and received goods in excess of $50,000 at its Medford facility directly from points outside the State of Oregon. Respondent admits, and I find, that it has been 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. Respondent also admits and I find that the Oregon Nurses Association has been a labor organization within the meaning of Section 2(5) of the Act. Accordingly, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. FACTS

a. Background

Respondent operates an acute care hospital facility in Medford, Oregon. In early April 2023,[4] the Union initiated an organizing drive for a unit of surgical technologists, respiratory

[1] Abbreviations used in this decision are as follows: "Tr." for transcript; "GC Exh." for General Counsel's Exhibit; "R. Exh." for Respondent's Exhibit; "GC Br." for General Counsel's posthearing brief; and "R. Br." for Respondent's posthearing brief.

[2] In its posthearing brief, the Respondent did not mention certain affirmative defenses alleged in its answer. In these circumstances, I consider them to have been waived for the purpose of this decision.

[3] The transcripts and exhibits in this case generally are accurate, but I hereby make the following transcript corrections: Tr. at p. 153, l. 2, replace "read" with "reach"; Tr. at p. 171, l. 11, replace "53" with "43"; Tr. at p. 175, l. 7 replace "find" with "fine"; Tr. p. 188, l. 8 replace "find" with "fine."

[4] All dates are in 2023 unless otherwise indicated.

therapists, imaging staff, and other technical employees. Sometime in April, the Union filed a petition for a representation election with the Board, and the election was scheduled for in June. During the same time period, the Service Employees International Union (SEIU) petitioned for a separate unit of Respondent's nonprofessional employees. (Tr. at 19, 28, 29, 149.)

During the period between the filing of the petitions and the elections, Respondent hired Action Resources, a labor consultant company that held more than 100 meetings with employees as well as engaging with them on the floor of the hospital. The meetings were held in hospital conference rooms during employee shifts and each meeting was attended by anywhere from one to 30 employees. During the meetings the labor consultants discussed the potential consequences of unionization with both sets of petitioned-for employees. Sometimes the consultants met with a mixed group of employees and sometimes the meeting was arranged for only a specific department. Supervisors circulated sign-in sheets for the meetings and employees were told that they had to attend at least one of the scheduled meetings.[5] Once the meetings were concluded, the employee sign-in sheets were returned to Respondent's human resources department. (Tr. at 19, 168–170, 185.)

b. April 27 Meeting led by Labor Consultant Arthur Wentworth[6]

On April 27, Labor Consultant Arthur Wentworth (Wentworth)[7] led a meeting in Respondent's Carpenter conference room at 6 a.m. The meeting was attended by about 10–15 employees including several respiratory therapists, and other employees from the imaging and lab departments. The meeting was also attended by managers, including Chief Nursing Officer Amanda Kotler,[8] who sat with other managers against the back wall for the entire length of the meeting, but did not speak during the presentation. Certified surgical technologist Amanda O'Brien (O'Brien), who attended the meeting, testified that at this meeting Wentworth told employees that he had been hired by Asante to give them information as to why the Union would be worse for employees than working individually with Respondent. O'Brien also testified that Wentworth showed the employees a Power Point presentation which he referred to during the 30-minute meeting. She testified that Wentworth told employees that if they voted for the Union to represent them, they would have to pay union dues and that Respondent would no longer be obligated to give employees their yearly merit increases. O'Brien's uncontested testimony was that the yearly merit increases were given each year after employees received their annual reviews.[9] (Tr. at 21–23, 32, 39, 43–44.)

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[5] The General Counsel did not allege that these mandatory meetings were unlawful as the Board specified in *Amazon.com Services, LLC,* that its new standards with regard to mandatory meetings would be implemented solely on a prospective basis, and would not be applied retroactively in all pending cases. 373 NLRB No. 136, slip op. at p. 20 (2024).

[6] Complaint paras. 5(a)(i)—5(a)(iv).

[7] Respondent stipulated that Wentworth was a 2(13) agent of Respondent under the Act. (GC Exh. 1(k) at 2; Tr. at 9.)

[8] Respondent stipulated that Amanda Kolter was a 2(11) supervisor as defined by the Act at hearing. (Tr. at 9.)

[9] O'Brien's uncontested testimony was that employees would receive a score after their performance review and then days after the review, they would receive a letter informing them what their wage increase would be. (Tr. at 43.)

O'Brien also testified that Wentworth stated that if the Union decided to strike and unit employees crossed the picket line, the Union would charge employees thousands and thousands of dollars every day that they crossed the picket line. O'Brien testified that she specifically recalled this comment from the meeting because one of her coworkers, Mindy Nolan (Nolan), became very distraught, nearly breaking down in tears after the meeting about the prospect of having to pay thousands of dollars in fines.[10] (Tr. at 22–23, 39–40; R. Exh. 43.)

During direct examination, Wentworth testified in general terms about the meetings that he held at the Respondent's facility during this time. Wentworth testified that topics he and other labor consultants would cover during the meetings included: an overview of the NLRA, collective bargaining, strikes, and the Union's constitution, bylaws, and LM-2 reports. Wentworth testified that he usually used a Power Point presentation, which he would refer to during these meetings, but that he did not read off of or use a script and that he would answer employees' questions at the meetings on an ad hoc basis. (Tr. at 169–171, 173, 185–186.)

When he was asked in general terms whether he recalled discussing wages with employees during his Power Point presentations on direct examination, Wentworth testified that he told employees that Respondent was obligated to keep the status quo and that Respondent was not allowed to make unilateral changes to wages, benefits, or working conditions because it could undermine the bargaining process. He also testified that he would tell employees that it was impossible to know what the outcome of negotiations would be, that the law does not obligate either side to give up anything or to come to an agreement and that there were no time constraints with regard to bargaining. (Tr. at 177.) On cross-examination, when the Union's attorney asked Wentworth directly whether he spoke to employees about their annual merit increases, Wentworth testified that employees did ask him about their merit increases and whether they would continue and Wentworth told them that merit increases were discretionary, so they typically do not happen while the parties are negotiating:

Q. And you said what?
A. That during the negotiation period, the organization must maintain the status quo.
Q. Okay.
A. So discretionary increases – for example, wage increases typically don't happen during that – that period.
Q. Okay. And you identified that the merit increases were discretionary increases?
A. Yes. (Tr. at 194).

On redirect Wentworth reversed course testifying that he did not specifically tell employees that merit increases were discretionary increases in direct contradiction to the testimony that he provided on cross examination minutes earlier:

Q. Did you specifically say a merit increase is a discretionary increase?
A. I don't remember saying that specifically, no. (Tr. at 197).[11]

[10] Respondent's meeting sign in sheet confirms that both O'Brien and Nolan attended this meeting. (R. Exh. 43.)

[11] On redirect, Wentworth also contradicted his testimony on cross that he had not discussed the

Wentworth also testified that when he led these meetings he would point out that the Union's bylaws contained a provision which set forth that employees could be fined for violating the Union's rules and that the Union's bylaws contained a provision that employees were expected to honor picket lines. Wentworth testified that he would tell employees that the Union could fine them for crossing a picket line and that he gave them examples from other unions, like the Teamsters, who had fined employees thousands of dollars for crossing picket lines. Wentworth also admitted that the Union's bylaws did not indicate how much it would fine individuals for infractions and that he did not give the employees any specific examples of fines administered by the Union, because he had not looked into whether the Union had issued similar fines. (Tr. at 175, 183, 187.)

c. April Meeting led by Evelyn Fragoso[12]

Respiratory Therapist Jasmine Daniels (Daniels) testified that she attended a meeting held by Labor Consultant Evelyn Fragoso (Fragoso) in late April, after her department manager Sarah Fitzpatrick (Fitzpatrick) informed her that she needed to attend some of the scheduled meetings.[13] Daniels testified that there were about 20–30 employees in attendance at the meeting in the Carpenter's conference room. Daniels testified that Fragoso told employees that union representatives would be coming to their homes and knocking on people's doors to discuss unionization since they had been provided with their home addresses and that this caused a lot of concern for employees. She also testified that Fragoso mentioned that employees' pay would be frozen during the Union's negotiations with Respondent for a contract. Daniels testified that at the time she did not know whether Fragoso meant that employees would not be getting paid at all or if she meant that their wages would not change. (Tr. at 82–83, 85–86, 103, 107–109.)

Fragoso testified that before working as a labor consultant she had been a union organizer for 11 years. She confirmed that she told employees that union representatives may show up at their homes in order to talk to them about the union and that some employees were uncomfortable with that. She also testified that she told them during the time from when the union is voted in until an actual contract was reached, everything must remain status quo. When she was asked if she explained to employees what the term "status quo" meant, Fragoso testified that she did not remember specifically what she told employees at the meeting, but that she generally tells employees that during the status quo period Respondent has to follow the policies that were in place before the petition was filed. Fragoso denied that she had told employees that their wages would be frozen as she knows from experience as a union organizer that the word "frozen" is a trigger word during union campaigns and she would never use it. She also testified that she would not tell employees that their wages would be frozen during negotiations, because she knows that that is not true. Fragoso explained that when she was a union organizer, one of the unions she worked for had a Bingo card that they would provide to employees which contained trigger words, including the word "frozen." Employees were instructed to listen for

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difference between what he referred to as "programmed" increases versus discretionary increases with employees during the meeting. (Tr. at 195, 197.)

[12] Complaint par. 5(b).

[13] Respondent admitted that Evelyn Fragoso was a 2(13) agent of Respondent and that Fitzpatrick was a 2(11) supervisor under the Act. (GC Exh. 1(k) at 2.)

the trigger words and take note if an employer used them during a campaign. On cross examination, Fragoso again testified unequivocally that in the meetings she led at the hospital, she did not use the words “frozen” or “limbo,” and that she did not tell employees that their wages were going to stay the same while the contract was being negotiated. (Tr. at 152–154, 156–157, 159–162.)

d. May Meeting led by Katrina[14]

Daniels also testified about a second meeting that she attended run by a labor consultant named Katrina (last name unknown)[15] in May. Like the other meetings, this one was held in one of the Carpenter conference rooms in Respondent’s basement. On direct examination, Daniels testified that Katrina told employees that they “would not be able to get another raise from [their] employers unless it was in the contract,” and that when she challenged Katrina saying that she thought that there would be other ways to get a raise, Katrina responded: “no, there’s no way.” Daniels testified that this statement got employees fired up thinking that they would not be getting any more raises until a contract was reached and employees started talking amongst themselves about whether voting for the union would be a mistake. (Tr. at 89.) On cross examination Daniels testified that Katrina told employees that “a contract would prevent us from getting any wages outside of the contract.” (Tr. at 111–112.) When questioned by Union’s counsel,[16] Daniels elaborated:

Q. Now, there was a little—might have been a little bit of confusion in terms of, there’s—there’s—if you vote in favor of the Union, and then there was, if you have a contract. And so we’ve kind of gone back and forth. And I just wanted to find out, do you remember there being statements about—that there wouldn’t be any wage increases during the time when you’re negotiating a contract?
A. Correct.
Q. Okay. And that—I believe I heard your testimony being something to the effect of that you challenged that. You said, well, look, you could, if it was by agreement, et cetera, by the members?
A. I believe it was if we—what—if—unless I misunderstood her, it was that we would not be able to get a wage increase after we already had a contract unless it was in the contract to get said increase. (Tr. at 121–122.)

Respondent did not call Katrina to testify at the hearing. (Tr. at 89, 111–112.)

[14] Complaint par. 5(c).

[15] At hearing Respondent stipulated that Katrina was a 2(13) agent of Respondent as defined by the Act. (Tr. at 9.)

[16] Here, I note that although Daniels was responding to Union’s counsel question on what was more akin to redirect as opposed to cross examination, she took care to ensure that her testimony was accurately portrayed rather than merely agreeing with Union counsel’s description.

e. May Meeting led by Wentworth in Imaging Room[17]

Daniels also testified about a meeting led by Wentworth which took place in a smaller imaging room in the hospital in May. This meeting was department specific for the respiratory department only. Wentworth asked the group why they wanted a union and one of the employees mentioned that a lot of employees were unhappy with how their current health insurance worked. According to Daniels, Wentworth told employees that it would be unlikely that they would be able to change their insurance with a union, but he did mention that it would not be impossible.[18] (Tr. at 91–93, 113–114.) Wentworth testified that when employees asked about insurance benefits changes he told them insurance could improve, stay the same or get worse, but it was impossible to know the outcome. When asked on cross examination whether he told employees that health insurance would be really difficult to change, Wentworth testified that he is not part of the bargaining process, so he would never speculate about how hard it would be to change health insurance. (Tr. at 181–182, 195–196.)

In this same meeting, Wentworth asked the group which department they thought was the largest in the bargaining unit, and Daniels responded that she thought that respiratory therapy was the largest in the bargaining unit. Wentworth told the group that that was wrong and that the largest department was imaging. Wentworth went on to express that it was important for the respiratory therapists to be aware that they were not the largest department, because during the contract ratification process, their votes might be diluted by other larger departments. (Tr. at 93–94, 180–181.)

Daniels' uncontested testimony was that when a different respiratory therapist brought up that he felt that the respiratory therapy department was "not really acknowledged" as a profession and that he hoped union representation would help to change that, Wentworth responded that he thought it was unlikely that the Union or a contract would help respiratory therapists receive more acknowledgement. (Tr. at 94, 115–117.)

f. Stennett Interrogation of Palazzolo[19]

Sometime around May 12, Jasmine Daniels (Daniels), who was a charge nurse in the respiratory department at the time, told Respiratory Therapist Amy Palazzolo (Palazzolo) to

[17] Complaint par. 5(d)(i)-(iii).

[18] In its posthearing brief, the General Counsel also alleges that Daniels heard Wentworth repeat this statement in a subsequent meeting later in May. (GC Br. at 22.) Daniels' testimony about this second meeting was as follows:

Q. Do you remember—did Arthur say anything about health insurance?

A. I think he mentioned how he had told us before that it wasn't something that would be very easy to make a change to, but I don't recall, really, any specifics that he talked about in this one, because I kept getting messages and had to run. (Tr. at 97.)

Here again on direct examination Daniels takes great pains to ensure that her testimony is accurate, candidly admitting that because she was in and out of the meeting, she did not hear the full context of Wentworth's comments. As I find Daniels openly admits that her recall of this meeting was marred, I do not rely on it for the proposition that Wentworth repeated this statement in a second meeting.

[19] Complaint par. 6.

attend a labor consultant meeting which was scheduled at the end of her overnight shift at 6 a.m. Palazzolo, who had already attended one of the labor consultants' meetings, decided not to attend the meeting. Immediately after the meeting was held and Palazzolo was finishing her shift and getting ready to go home, she was stopped by her supervisor Tucker Stennett (Stennett). Stennett asked Palazzolo whether she had attended the meeting that morning. Palazzolo told him that she had not gone to the meeting and Stennett asked her why she did not attend. Palazzolo responded that she did not go because she did not feel like it was going to change her mind about the Union. Then Stennett asked her if the employer became unionized, would she be okay being paid the same as new graduates who were just starting out. Palazzolo responded that her understanding was that the contract would build a pay scale for employees. Then he asked her if she had ever been in a union and she responded that she had not, but that her father had and she had discussed unions generally with him. Then he asked her why she supported the Union and what she expected to gain from the Union. Palazzolo responded that she wanted representation for issues like staffing, pay, benefits, and other changes. Stennett also testified that he shared that he had some experience with a union at his previous job and did not feel like the union had gotten employees a very good contract with regard to wages. Stennett admitted that he and Palazzolo were not friends and he did not have a history of having personal conversations with her and that he had the authority to hire, fire and discipline employees. Palazzolo testified that she responded to Stennett's questions honestly and that she had been wearing a union sticker on the back of her badge that would have been visible at the time of their conversation. (Tr. at 47, 52–56, 59, 67–69, 139–143.)

After this conversation, when Palazzolo came back to her next shift, her manager Sarah Fitzpatrick (Fitzpatrick) called her into her office and asked her why she did not go to the meeting and told her that management had put a lot of time and effort into setting up the meetings and that she had faith that employees would attend. After this second conversation, Palazzolo decided to attend another meeting because she did not want to have any more confrontational talks with management about it. (Tr. at 70–73, 75.) Fitzpatrick did not testify at the hearing.

III. ANALYSIS

a. Credibility Resolutions

Evaluating a number of the pertinent issues in this case requires an assessment of witness credibility. Credibility determinations require consideration of the witness' testimony in context, including factors such as witness demeanor, "the weight of the respective evidence, established or admitted facts, inherent probabilities, and reasonable inferences drawn from the record as a whole." *Double D Construction Group*, 339 NLRB 303, 305 (2003); *Daikichi Sushi*, 335 NLRB 622, 623 (2001), enfd. 56 Fed.Appx. 516, D.C. Cir. 2003; see also *Hill & Dales General Hospital*, 360 NLRB 611, 615 (2014). Corroboration and the relative reliability of conflicting testimony are also significant. See, e.g., *Precoat Metals*, 341 NLRB 1137, 1150 (2004) (lack of specific recollection, general denials, and comparative vagueness insufficient to rebut more detailed positive testimony). It is not uncommon in making credibility determinations to find that some but not all of a particular witness' testimony is reliable. See, e.g., *Farm Fresh Co., Target One, LLC*, 361 NLRB 848, 860 (2014).

In addition, the Board has developed general evidentiary principles for evaluating witness testimony and case presentation. For example, the Board has determined that the testimony of a Respondent's current employees may be considered particularly reliable, in that it is potentially adverse to their own pecuniary interests. *Covanta Bristol, Inc.*, 356 NLRB 246, 253 (2010); *Flexsteel Industries*, 316 NLRB 745 (1995), affd. 83 F.3d 419 (5th Cir. 1996).

In making credibility resolutions here, I have considered the witnesses' demeanor, the context of their testimony, corroboration via other testimony or documentary evidence or lack thereof, the internal consistency of their accounts, and the witnesses' apparent interests, if any. Any credibility resolutions I have made are discussed and incorporated into the analysis which follows.

b. Legal Standard

The Board's longstanding test to determine if there has been a violation of Section 8(a)(1) of the Act is "whether the employer engaged in conduct which reasonably tends to interfere with, restrain, or coerce employees in the free exercise of rights under the Act." *NLRB v. Almet, Inc.,* 987 F.2d 445 (7th Cir. 1993); *Reeves Bros.,* 320 NLRB 1082 (1996). The rights guaranteed employees in Section 7 include the right "to form, join or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection . . . ." The Board considers the totality of the circumstances surrounding a statement alleged to have violated the Act from the viewpoint of its impact on an employee's exercise of their statutory rights. *KSM Industries, Inc.*, 336 NLRB 133, 133 (2001). "It is well settled that the test of interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive or on whether the coercion succeeded or failed." *American Tissue Corp.*, 336 NLRB 435, 441 (2001) (citing *NLRB v. Illinois Tool Works*, 153 F.2d 811, 814 (7th Cir. 1946)). It is the General Counsel's burden to prove an 8(a)(1) violation.

The Board has provided additional guidance for specific types of statements and conduct that can arise in connection with an ongoing union organizing campaign. Employers may permissibly engage in legitimate campaign propaganda about the merits of union membership, as long as the campaign propaganda does not cross the line set by Section 8(a)(1) and become coercive (from the objective standpoint of the employees, over whom the employer has a measure of economic power). See *Inn at Fox Hollow*, 352 NLRB 1072, 1074 (2008); *Wal-Mart Stores*, 352 NLRB 815, 822 (2008); see also Section 8(c) of the Act (stating that the "expressing of any views, argument, or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act . . ., if such expression contains no threat of reprisal or force or promise of benefit"). Moreover, under *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969), an employer may make lawful predictions of the effects of unionization if the predictions are based on objective facts *and* address consequences beyond an employer's control. *DHL Express*, 355 NLRB No. 224, slip op. at 2 (2010); see also *Metro One Loss Prevention Services*, 356 NLRB No. 20, slip op. at 1 (2010) (noting that an employer may lawfully tell employees that collective bargaining may not necessarily lead to better working conditions for employees).

c. Complaint Allegations

i. April 27, 2023 Meeting led by Labor Consultant Arthur Wentworth (Complaint pars. 5(a)(i) – 5(a)(iv))

Paragraph 5(a) of the complaint alleges that Wentworth violated Section 8(a)(1) of the Act by telling employees: (i) that they would not get a pay raise because of certain steps that have to happen to get raises; (ii) that they cannot bargain for their pay because Respondent would not have any control; (iii) that if the union won the representation election, the Respondent would not have to do anything in the meantime, including granting employees yearly raises that they had been getting; and (iv) that they would be fined by the Union excessive amounts of money for each day they crossed the picket line in the event of a strike.

With regard to paragraphs 5(a)(i) and 5(a)(ii) of the complaint above, I find that the General Counsel failed to present any evidence or testimony to substantiate these allegations and therefore recommend that these allegations be dismissed.

Turning to the remaining allegations in paragraph 5 of the complaint, I note that O'Brien and Wentworth were the only witnesses to testify about this meeting at hearing. I credit O'Brien's testimony about the meeting because it was straight forward and she did not equivocate or hesitate in providing answers to questions asked on either direct or cross-examination. O'Brien was forthright in answering questions and although she admitted that she did not recall everything that was said in the meeting word for word, her testimony about the statements that she did recall was firm and she did not waiver with regard to those statements on cross examination. When she was asked why she remembered certain details about Wentworth's comments while not remembering others, she credibly testified that she recalled the comments about wages because of events that happened after the Union was voted in and that she had specifically remembered the comments about fines for crossing picket lines because those comments had particularly upset her coworker. The fact that O'Brien was a current employee when she provided her testimony which went against her pecuniary interest further bolsters her credibility. *Flexsteel Industries*, 316 NLRB at 745. (Tr. at 39–40.)

In contrast, I did not find Wentworth to be a credible witness. First, I note that Wentworth's testimony about his meetings with employees was generalized, and not specific. When asked about what he discussed with employees at these meetings, Wentworth often used the first person plural referring to the labor consultants talking points in general, rather than testifying specifically about what he recalled saying during the meetings (e.g., "We cover some information about the Act . . ." (Tr. at 172); "We highlight line item number 4 that the union expects them to honor . . ." (Tr. at 174.)) His testimony was often generalized speaking as to what he said about issues in the meetings generally as a whole, rather than recalling specifically what he said to employees during the specific meetings at issue in the hearing. As set forth above, his testimony about what he told employees regarding their merit increases was contradictory, with Wentworth testifying that he had specifically told employees that merit increases were discretionary on cross examination and then immediately backtracking on those comments on redirect. Moreover, I found that Wentworth often avoided answering questions directly and that he would opt for general propositions, rather than answering the questions asked by counsel directly. In light of this general, evasive and contradictory testimony, where there are conflicts, I credit O'Brien's over Wentworth's testimony.

A. Wentworth's Statement about Employees' Annual Merit Increases

In paragraph 5(a)(iii) of the complaint, the General Counsel alleges that Respondent violated Section 8(a)(1) of the Act when Wentworth told employees that if they voted the Union in as their representative, Respondent would no longer be obligated to provide them with their annual merit increases. The credited evidence supports that Wentworth made this statement to employees during a mandatory meeting in Respondent's Carpenter room on April 27. This statement would convey to employees that they were placing their annual wage increases in jeopardy if they voted for the Union. The fact that managerial employees also attended this meeting and did not say anything to disavow Wentworth's statements about the annual merit increases would further strengthen this impression. As such, I find that Wentworth violated the Act as it is well settled that an employer violates Section 8(a)(1) of the Act if it communicates to employees that they will jeopardize their job security, wages or other working conditions if they support the union. *Metro One Loss Prevention Services*, 356 NLRB 89, 89 (2010). It is well settled that an employer confronted with a union organizing campaign is obligated to grant or withhold benefits "as he would if a union were not part of the picture." *Famous Barr*, 174 NLRB 770, 770 (1969). See also *DHL Express, Inc.*, 355 NLRB 1399, 1399–1400 (2010) (employer's statement that wages will be frozen until a collective-bargaining agreement is signed violates Section 8(a)(1) of the Act, when the employer has a past practice of granting periodic wage increases); See also *Jensen Enterprises*, 339 NLRB 877, 877–878 (2003) (finding violation when Respondent stated that employee wages would be frozen or put on hold during negotiations). The fact that the annual increases were tied to employee evaluations does not change the analysis as the mere existence of some element of discretion in a compensation system, does not warrant the withholding of wage or benefit increases during a campaign. *Hyatt Corp. v. NLRB*, 939 F.2d 361 (6th Cir. 1991), enforcing in part and remanding 296 NLRB 259 (1989).

In light of the above, I find that Wentworth violated Section 8(a)(1) of the Act by stating that if the Union were voted in as the employees' representative, the Respondent would no longer be obligated to grant employees their annual wage increases.

B. Wentworth's Statement about Union Fines

In paragraph 5(a)(iv) of the complaint, the General Counsel alleges that Respondent violated Section 8(a)(1) of the Act when Wentworth told employees that they would be fined by the Union excessive amounts of money for each day they crossed the picket line in the event of a strike. Citing *Gissel*, the General Counsel alleges that Wentworth's statement violates the Act because he predicted adverse consequences based on hypothetical scenarios without grounding them in objective fact. Although Wentworth's statement about union fines was not based specifically on the Union's past practice, it did not constitute an unlawful threat as the levying of union fines for failing to cross picket lines was provided for under the Union's bylaws and the levying of such fines was not within Respondent's control. Thus, under *Gissel*, Wentworth made predictions of the effects of unionization based on objective facts which addressed consequences beyond the employer's control. *DHL Express*, 355 NLRB No. 224, slip op. at 2 (2010). See *Erickson's Sentry of Bend*, 273 NLRB 63, 68 fn.7 (1984) (finding supervisor's statement that the union would fine them if they worked during a strike not to be unlawful because it contained no threat of reprisal or force or promise of benefit). Even a misstatement of the law will not violate the Act if it is free from any express or implicit threat that the employer by its own actions will interfere with employee rights. *Daniel Construction Co.*, 257 NLRB 1276, 1276 (1981); *Metropolitan Life Insurance Co*., 266 NLRB 507 (1983) (where the Board found employer's election campaign statement that employees who continued to work during a strike could be fined by the union even if they were not members of the union was not objectionable, even though it was a misrepresentation of the law); *New Process Co.*, 290 NLRB 704, 707 (1988) enfd., 872 F.2d 413 (3rd Cir. 1989) (employer did not violate Section 8(a)(1) by telling employees that the union would likely seek a contract provision conditioning continued employment on membership, which it mistakenly asserted could result in employee discharge).

In light of the above, I recommend dismissing the allegation that Wentworth threatened employees that they would be fined excessive amounts of money each day that they crossed the picket line in the event of a strike.

ii. April Meeting led by Evelyn Fragoso (Para. 5(b))

In paragraph 5(b) of the complaint, the General Counsel alleges that Respondent violated Section 8(a)(1) of the Act when Fragoso threatened employees that pay was going to be frozen during negotiations.

Only two witnesses, Fragoso and Daniels testified about this allegation. I found Fragoso to be a credible witness. Fragoso directly answered questions during direct and cross examination. Her testimony was consistent and she did not equivocate during her responses. I credit Fragoso's testimony that she knew she had not used the word frozen regarding wages, because she was aware from her past experience as a union organizer that "frozen" was a trigger word and she provided a detailed account of how she had been made aware not to use the word.

Although I did generally find Daniels to be a credible witness and I believe that she testified to the best of her recollection as to what she recalled hearing Fragoso say at the meeting, I found her testimony about what was said at this particular meeting to be generalized as she appeared to paraphrase rather than specifically recall Fragoso's statement ("she [Fragoso] also mentioned that our pay would be frozen during negotiation"). In addition, Daniels admits that she was unclear as to Fragoso's intended message, which casts further doubt as to what Daniels specifically recalled Fragoso saying (i.e., "at the time [I] wasn't sure what it meant. If it meant that we wouldn't be getting paid, or that if it was just our pay wouldn't change during negotiations.") (Tr. at 86.)

As I have credited Fragoso's testimony over Daniels' for this exchange, I find that the General Counsel failed to overcome its burden of showing that Fragoso violated Section 8(a)(1) of the Act by telling employees that their wages would be frozen while the parties negotiated for a contract and therefore recommend dismissing the allegation.

iii. May Meeting led by Katrina (Par. 5(c))

The General Counsel contends that Katrina violated Section 8(a)(1) of the Act when she told employees that there was no mechanism for them to receive wage increases outside of a contract, as employees would be led to believe that if they selected the Union as their collective-bargaining representative, their wages would remain frozen until a collective-bargaining agreement was signed. (GC Br. at 21.) Daniels testified on direct examination that Katrina told employees in May that if the Union was voted in, employees could not receive another raise unless it was in the contract. (Tr. at 89.) It is well established that such a statement would constitute a violation under the Act. See *DHL Express, Inc.*, 355 NLRB 1399, 1399–1400 (2010) (employer's statement that wages will be frozen until a collective-bargaining agreement is signed violates Section 8(a)(1) of the Act, when the employer has a past practice of granting periodic wage increases); In Re *Jensen Enterprises, Inc.,* 339 NLRB 877, 877 (2003) (same).

Respondent contends that on cross examination, Daniels "clarified" that Katrina told employees that "a contract would prevent us from getting a wage increase outside the contract," indicating that Katrina was addressing the time period after a theoretical contract had been signed. (Tr. at 111.) Respondent contends that Katrina's comment that employees would not be able to get a wage increase other than through the contract, was lawful because "generally, employees do not receive wage increases that are not set forth in the contract." (R. Br. at 27.)

Reviewing Daniels' entire testimony in context, it appears possible that Daniels understood Katrina to be addressing the time-period after the parties had an agreed upon contract, and not necessarily the period between certification and contract ratification. Assuming arguendo that this was the case, the question that remains is whether Katrina's statement that there was "no way" that employees would receive a wage increase other than through the contract constituted a threat in violation of Section 8(a)(1) of the Act. Since under Board law the parties can, for example by mutual agreement,[20] decide to provide an additional wage increase outside of the contract, Katrina's statement that there would be no other way for employees to receive a wage increase, sends the message to employees that the Employer would willfully refuse to do so. Thus, it would still constitute a violation as under *Gissel*, if there is any implication that an employer may or may not take action solely on its own initiative for reasons unrelated to economic necessities, the statement is no longer a reasonable prediction but a threat of retaliation. *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618 (1969).

In light of all of the above, I find that Katrina's statement that there would be no other way for employees to receive a wage raise other than through the contract to violate Section 8(a)(1) of the Act.

iv. May Meeting led by Wentworth in Imaging Room (Par. 5(d)(i)-(iii))

In paragraph 5(d) of the complaint, the General Counsel alleges that Respondent violated Section 8(a)(1) in May, when Wentworth told employees that with a union: (i) employees could not likely change their insurance; (ii) employees would not be getting additional recognition that they do not already get; and (iii) in bargaining, employees would have to make trade-offs and insurance would be a tough thing to change.[21]

[20] *St. Vincent's Hospital*, 320 NLRB 42, 44–45 (1995) (recognizing that parties may modify the terms of their collective-bargaining agreement by mutual consent).

[21] The General Counsel failed to present any evidence or testimony to substantiate the allegation that set forth in par. 5(d)(iii) that Wentworth said that "in bargaining, employees would have to make trade-offs and insurance would be a tough thing to change" and I recommend dismissing this allegation.

Citing *NLRB v. Gissel Packing Co.*, 395 U.S. 575, 618–619 (1969), the General Counsel asserts that Wentworth went further than lawful predictions of uncertain bargaining processes and outcomes when he told employees that the Union was unlikely to achieve a change in employees' health insurance. As set forth above, the *Gissel* Court requires that "a prediction must be carefully phrased on the basis of objective fact to convey an employer's belief as to demonstrably probable consequences beyond its control." 395 U.S. at 618. The burden of proof is on the employer to demonstrate that its prediction is based on objective fact. *Schaumburg Hyundai, Inc.,* 318 NLRB 449, 450 (1995).

As set forth above, I did not find Wentworth generally to be a credible witness. With regard to this testimony regarding health insurance, Wentworth provided his standard practiced line that he told employees that health insurance could improve, could stay the same, or could get worse, without any further detail or elaboration. Daniels, on the other hand, provided specific testimony about what she recalled Wentworth saying at the meeting, but she was careful not to overstate his comments, specifically admitting on direct examination that although Wentworth said it would be hard to change health insurance, it would not be impossible. As set forth above, I found that Daniels was an even-handed witness, who took pains to be accurate whether answering questions from the General Counsel or Respondent's counsel. (See, e.g., supra at fn. 17, fn. 19.) Moreover, the fact that Daniels was a current employee when she provided her testimony bolsters her credibility. *Flexsteel Industries*, 316 NLRB at 745.

In considering the credible evidence I find that Wentworth solicited employee concerns and then when he was informed by the group that changing health insurance was a top concern, he told them that it would be unlikely that the Union would have any impact on them changing their health insurance. In making this prediction, Wentworth failed to provide any reasoning or objective facts to support his assertion, which would lead employees to believe that his comments were based on Respondent's will rather than circumstances beyond its control. Under such circumstances, his reply to concerns raised by employees in the meeting would lead reasonable employees to believe that it would be futile for them to bargain with Respondent over the issue. See *Siren Retail Corp.*, 373 NLRB No. 135, slip op. at 1 (2024) (statement made during mandatory meeting implying that collective bargaining could not redress the employees' current inability to receive tips from customers' credit card payments violated Sec. 8(a)(1) of the Act.) Although Wentworth did specify that such a change would only be unlikely and not impossible, it is still problematic as Wentworth failed to provide any objective facts to convey any circumstances making the change unlikely that were beyond the Respondent's control. See *Forrest City Grocery Co.,* 306 NLRB 723, 729 (1992) (finding comment that employees would *probably* get nowhere in bargaining to be a violation); *Hertz Corp.*, 316 NLRB 672, 686 (1995) (finding comment that employees *could* lose all their benefits if the union came in to be a violation).

Respondent contends that Wentworth's comments were lawful as he was just sharing with employees that collective bargaining is risky and may result in the loss of benefits or that the union may not deliver on its promises. (R. Br. at 29.) However, Wentworth's comments go beyond simply discussing the back and forth inherent in bargaining, into predicting that one of the employees' top concerns was unlikely to change during negotiations. In contrast, cases where the Board had declined to find violations involve statements from employers about the give and take quality of negotiations and the possibility that employees may not end up better off. See *Jefferson Smurfit Corp.,* 325 NLRB 280 fn. 3 (1998) (benefits "could go either way" as a result of collective bargaining); *Telex Communications,* 294 NLRB 1136, 1140 (1989) (bargaining was a "give-and-take situation"); *Pilliod of Mississippi,* 275 NLRB 799, 800 (1985) (employer did not have to give anything in negotiations and employees might lose benefits).

The General Counsel also alleges that Wentworth's statement that respiratory therapists were unlikely to receive more acknowledgement as a profession, even if they brought in a union violated Section 8(a)(1) as it was designed to make employees feel that unionizing would be futile. An employer violates Section 8(a)(1) by threatening employees with the futility of unionization. *NLRB v. E.I. DuPont De Nemours,* 750 F.2d 524, 527–528 (6th Cir. 1984). In determining whether a statement is a threat, the Board considers the "total context" of the situation and "is justified in determining the question from the standpoint of employees over whom the employer has a measure of economic power." Id. (internal quotations omitted). Although Wentworth's statement was not supported by objective evidence as to why union representation would not provide more recognition to respiratory therapists as a group, this topic unlike health insurance is not a mandatory subject of bargaining. Although the Board would consider defined professional standards or codes of conduct that carry disciplinary consequences affecting job security to be mandatory subjects of bargaining,[22] the issue here described by a single employee as general recognition of respiratory therapists as a profession was fairly nebulous and ill-defined. As such, the employer has no obligation to bargain about whether or not a subgroup within a larger bargaining unit would receive specific yet undefined recognition and I do not find that Wentworth's statement violated Section 8(a)(1) of the Act.

v. Stennett Interrogation of Palazzolo (Par. 6)

The General Counsel alleges that Stennett violated Section 8(a)(1) of the Act when he interrogated Palazzolo about her union activity when he asked her about why she failed to attend a meeting and further inquired what she expected to get from the Union. The Act does not make it illegal per se for employers to question employees about union activity. Rather, to establish a violation, the General Counsel must show that, under all of the circumstances, the questioning reasonably tended to restrain, coerce, or interfere with employees in the exercise of their Section 7 rights. *Rossmore House*, 269 NLRB 1176, 1178 fn. 20 (1984), affd. sub nom. *Hotel Employees Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985). In determining whether an unlawful interrogation occurred, the Board and the Courts consider a variety of factors including: the

[22] E.g., *Peerless Publications*, 283 NLRB 334 (1987).

general background (i.e. whether there is a history of employer hostility and discrimination); the nature of the information sought; the identity of the questioner; the place and method of the interrogation; the truthfulness of the reply; whether the employer had, or conveyed, a legitimate purpose for the questions; and whether assurances against reprisals were provided. See *Rossmore House*, 269 NLRB 1176, 1178, 1178 fn. 20 (1984), affd. sub nom. *Hotel & Restaurant Employees Local 11 v. NLRB*, 760 F.2d 1006 (9th Cir. 1985); *Bourne v. NLRB*, 332 F.2d 47, 48 (2d Cir. 1964); *RHCG Safety Corp.*, 365 NLRB 852, 852–853 (2017); *TRW-United Greenfield Div. v. NLRB*, 637 F.2d 410, 416 (5th Cir. 1981). These factors are not mechanically applied but are "useful indicia that serve as a starting point for assessing the totality of the circumstances" to determine whether the questioning would "reasonably tend to coerce the employee at whom it is directed so that he or she would feel restrained from exercising rights protected by Section 7 of the Act." *Westwood Health Care Center*, 330 NLRB 935, 939–940 (2000). "The relevant inquiry is whether the questioning tends to be coercive, not whether the employees are in fact coerced." *Starbucks Corp. v. NLRB*, 179 F.4th 321, 332 (5th Cir. 2026) (internal quotations omitted); see also *Westwood Health Care Center*, 330 NLRB at 940 fn. 17. It is well settled that unanimity is not necessary to support a conclusion that coercion has occurred, in fact coercion can be found even where most of the factors favor the employer. *Paceco, A Division of Fruehauf Corp.*, 247 NLRB 1405, 1407 (1980); *Starbucks Corp. v. NLRB*, 179 F.4th at 332.

Here Respondent launched a strong antiunion campaign hiring labor consultants who held over 100 meetings during the period from the filing of the petition to the election. Respondent informed employees that their attendance was mandatory and individual supervisors contacted employees by text or in person to ensure that they attended the meetings. Stennett not only asked Palazzolo whether she had attended the meeting but also delved into why she did not attend it. When she responded that she did not think that the meeting would change her mind, Stennett challenged Palazzolo asking her if she would be comfortable with new employees making the same amount as she did, implying that this would be the result if the Union was voted in. Stennett did not stop there but went on to ask Palazzolo whether she had ever been in a Union before and he asked her what she wanted out of the Union. After she responded, Stennett told her about his negative experiences when he was in a union previously. The fact that Stennett was Palazzolo's direct supervisor who had the authority to discipline or fire her, weighs in favor of finding a violation. Regarding the place and method of the questioning, the fact that Stennett spoke with Palazzolo one-on-one, in a work area during working hours also weighs in favor of finding a violation. *Eaton Technologies, Inc.*, 322 NLRB 848, 850 (1997) (that conversation occurred during working hours, in the cafeteria where the employee performed some of her job duties, supported the finding of an unlawful interrogation). Also, that the exchange did not take place in the midst of a social conversation, but rather was instigated by Stennett asking Palazzolo if she attended the labor consultant meeting immediately after she had skipped the meeting, along with the fact that the two were merely acquaintances who did not speak frequently on a social level, weighs in favor of finding the exchange to be unlawful. Palazzolo's truthfulness in answering Stennett's questions leans against finding a violation, however, there is no evidence that Stennett had a valid purpose for obtaining the information sought from Palazzolo or that any valid purpose was communicated to her.[23] Stennett made no attempt to assure Palazzolo that she would not be retaliated against for her views of the Union. These factors support finding an

[23] As set forth above, Palazzolo had already attended one of these mandatory meetings, when Stennett approached her about this meeting.

unlawful interrogation. *RHCG Safety Corp.*, 365 NLRB at 852–853; *TRW-United Greenfield Div.*, 637 F.2d at 417.

Under all of the circumstances, I find Stennett's questioning of Palazzolo to be an unlawful interrogation and recommend finding that he violated the Act.

CONCLUSIONS OF LAW

1. Respondent, Asante d/b/a Asante Rogue Regional Medical Center, is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The Charging Party, Oregon Nurses Association, is a labor organization within the meaning of Section 2(5) of the Act.

3. By threatening employees that if they voted to unionize Respondent would no longer be obligated to provide them with annual wage increases, Respondent violated Section 8(a)(1) of the Act.

4. By threatening employees that if they voted to unionize Respondent would no longer provide wage increases unless those increases were part of a collective-bargaining agreement, Respondent violated Section 8(a)(1) of the Act.

5. By threatening employees that it would be futile for them to unionize, Respondent violated Section 8(a)(1) of the Act.

6. By coercively interrogating employees, Respondent violated Section 8(a)(1) of the Act.

7. The unfair labor practices found affect commerce within the meaning of Sections 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 19, 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, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its facility, 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 the facility at any time since April 24, 2023.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[24]

ORDER

The Respondent, Asante Rogue Regional Medical Center, Medford, Oregon, its officers, agents, successors, and assigns, shall

1. Cease and desist from

   (a) Threatening employees that if they voted to unionize Respondent would no longer be obligated to provide them with annual wage increases.

   (b) Threatening employees that if they voted to unionize Respondent would no longer provide wage increases unless those increases were part of a collective-bargaining agreement.

   (c) Threatening employees that it would be futile for them to unionize.

   (d) Coercively interrogating employees.

   (e) 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) Within 14 days after service by the Region, post at its Medford, Oregon facility copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 19, 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

[24] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

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 April 24, 2023.

(b) Within 21 days after service by the Region, file with the Regional Director for Region 19 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. August 17, 2026

Susannah Merritt
U.S. Administrative Law Judge

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 a representative 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 threaten you that if you vote to unionize we will no longer provide you with annual wage increases.

WE WILL NOT threaten you that if you vote to unionize, you will not receive any wage increases unless they are specifically provided for in a union contract.

WE WILL NOT threaten you that it would be futile for you to unionize.

WE WILL NOT coercively interrogate you.

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

ASANTE d/b/a ASANTE ROGUE
REGIONAL MEDICAL CENTER

____
(Employer)

Dated: ____________________ By: ______________________________
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 2nd Avenue, Room 2948, Seattle, WA 98174-1006
(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found be found at www.nlrb.gov/case/19-CA-316937 or by using the QR code below. Alternatively, you can obtain a copy of the decision 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 SE, Washington, DC 20570-0001, or by calling (202) 273–1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.