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The Queen's Medical Center and Hawai'i Nurses' Association, OPEIU Local 50. Cases 20–CA–366357 and 20–CA–366358

September 30, 2026

DECISION AND ORDER

BY CHAIRMAN MURPHY AND MEMBERS PROUTY, MAYER, AND MACY

This is a refusal-to-bargain case in which The Queen's Medical Center (the Respondent) is contesting the Union's certification as bargaining representative in the underlying representation proceeding. Pursuant to charges filed on May 23, 2025, by the Hawai'i Nurses' Association, OPEIU Local 50 (the Union), the General Counsel issued a complaint on July 22, 2026, alleging that the Respondent has violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with the Union and to furnish relevant and necessary information following the Union's certification in Case 20–R–C–359891. (Official notice is taken of the record in the representation proceeding as defined in the Board's Rules and Regulations, Secs. 102.68 and 102.69(d). *Frontier Hotel*, 265 NLRB 343 (1982).)¹ The Respondent filed an answer admitting in part and denying in part the allegations in the complaint and asserting affirmative defenses.

On August 14, 2026, the General Counsel filed a Motion for Summary Judgment. On August 18, 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. Also on August 18, 2026, the Union filed a Joinder in the General Counsel's Motion for Summary

¹ The record shows that the representation proceeding involved a petition for a self-determination election among a group of unrepresented employees to decide if they wished to be represented by the Union as part of an existing bargaining unit. See *Armour & Co.*, 40 NLRB 1333 (1942); *Globe Machine & Stamping Co.*, 3 NLRB 294 (1937).

² In its answer, the Respondent denies pars. 6(a) and 6(c) of the complaint, which allege that the unit is appropriate for collective-bargaining, and that at all times since April 23, 2025, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the unit. The Respondent further denies pars. 9 and 10 of the complaint, which state that the Respondent has violated Sec. 8(a)(5) and (1) of the Act by its failure and refusal to bargain with and furnish information to the Union and that its unfair labor practices affect commerce within the meaning of Sec. 2(6) and (7) of the Act. The Respondent asserts as affirmative defenses and in its response to the Notice to Show Cause that the Regional Director unlawfully certified the Union as the representative of a nonconforming technical unit under the healthcare amendments to the Act and that, because the unit is non-conforming, the Regional Director erred in not conducting a community of interest analysis. The Respondent further asserts that the petitioned-for respiratory

Judgment. On September 1, 2026, the Respondent filed an opposition to the General Counsel's motion. On September 4, 2026, the General Counsel filed a reply.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

The Respondent admits its refusal to bargain and to provide information but contests the validity of the certification based on its contentions, raised and rejected in the representation proceeding, that the Regional Director erred in directing a self-determination election because the petitioned for employees did not share a community of interest with the existing unit, and the existing unit was a non-conforming unit under the healthcare amendments to the Act.²

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

We also find no factual issues warranting a hearing with respect to the Respondent's refusal to furnish the Union with requested information. The complaint alleges, and the Respondent admits, that on about May 1, 2025, the Union requested in writing that the Respondent furnish it with the following information:³

therapists do not share a community of interest with the existing unit of radiation therapists. These representation issues were fully litigated in the representation case. Accordingly, we conclude that the Respondent's denials of the allegations in pars. 6(a), 6(c), 9, and 10 of the complaint, its affirmative defenses 2 through 4, and its response to the Notice to Show Cause do not raise any issues warranting a hearing.

The Respondent also asserts as an affirmative defense that the complaint is barred by Sec. 10(b) of the Act. However, the Respondent has not presented any factual or legal basis in support of this defense, and its answer admits that the charges were filed on May 23, 2025, and that it has refused to bargain with or provide information to the Union since May 5, 2025. Therefore, we find that the Respondent's Sec. 10(b) defense is without merit.

³ The Union's information request, on which we rely here, is appended to the General Counsel's motion for summary judgment as Exhibit 6. Although the Respondent's answer denies that the information requested was related to the Union's role as the exclusive collective-bargaining representative of the unit, it provides no legal or factual support for that denial.

1. A spreadsheet (preferably MS Excel) showing the names of all new bargaining unit members including each employee's:
 - a. Name;
 - b. Address;
 - c. Job title;
 - d. Employee status (e.g., "full time," "part time," etc);
 - e. Regular work schedule and shift classification;
 - f. Length of contract or employment term (if applicable);
 - g. Date of hire;
 - h. Current rate of pay;
 - i. Weekly scheduled hours of work;
 - j. Personal (non-work related) e-mail address;
 - k. Personal (non-work related) mobile phone number;
 - l. Rate of vacation accrual;
 - m. Rate of sick leave accrual, and;
 - n. Rate of accrual of any other type of compensated or non-compensated leave from work.
2. A list of all premium pay and/or differentials that new members have access to, the amount of the premium pay and/or differential, and how and when it would be applied, including but not limited to charge differential, preceptor differential, weekend differential, night shift differential, on-call pay, and overtime.
3. A job description of the covered Respiratory Therapist classification.
4. A list of all benefits currently provided to new bargaining unit members, plus copies of the plans, summary plan descriptions, and premium costs (showing both total premium cost and amount of premium cost paid by the employer) for:
 - a. Health Care Plan;
 - b. Dental Plan;
 - c. Vision Plan;
 - d. Retirement plan, and;
 - e. Any other benefit plans.

5. Identify which specific company benefits each new bargaining unit member is receiving.

6. A real earnings report for each new bargaining unit member from January 2023 through the present.

7. A copy of the following documents which show the Respondent's policies regarding terms and conditions of employment:

- a. Current policy manuals;
- b. Employee handbooks, and;
- c. Any bulletins or memos.

8. A list of any bonuses paid to new bargaining unit members for the last two (2) years, showing for each the amount of the bonus and to whom it was paid, and a description of the method of deciding whether to pay bonuses and the amount of the bonuses.

9. An organization chart or other document that describes the reporting structure (that is, the managers to whom unit employees report and the higher-level managers or officers to whom those managers report).

10. Copies of all disciplinary notices (warnings, records of disciplinary personal actions) for 2022-present.

11. Rate of turnover for each of the last three (3) years in the job classification.

12. The policy describing how schedules are created for new bargaining unit members, or, if none exists, a detailed description of current practice.

The complaint further alleges, and the Respondent admits, that since about May 5, 2025, the Respondent has failed and refused to furnish the information requested by the Union.

It is well established that information concerning the terms and conditions of employment of unit employees is presumptively relevant for purposes of collective-bargaining and must be furnished on request. See, e.g., *Metro Health Foundation, Inc.*, 338 NLRB 802, 803 (2003). The Respondent has not asserted any basis for rebutting the presumptive relevance of this information.⁴ Rather, the Respondent raises as an affirmative defense its contention, rejected above, that the Union was improperly certified. We find, therefore, that the Respondent unlawfully refused to furnish the information sought by the Union. See e.g., *NP Sunset LLC d/b/a Sunset Station Hotel Casino*, 367 NLRB No. 62, slip op. at 1–2 (2019), enfd. mem. 792 F. App'x 557 (9th Cir. 2020); *CVS Albany, LLC, d/b/a CVS*, 364 NLRB No. 122, slip op. at 1 (2016), enfd. mem.

⁴ Although items 7 and 10 of the Union's request for information do not specifically state that they pertain to unit employees, the Union's May 1, 2025 letter requests that the Respondent "furnish the Union with the following information with respect to the unit." Accordingly, we

construe items 7 and 10 as pertaining to unit employees. See, e.g., *Freyco Trucking, Inc.*, 338 NLRB 774, 775 fn. 1 (2003) (request for "copy of all payroll records" construed as pertaining to unit employees, even though request not described in those specific terms).

709 F.App'x 10 (D.C. Cir. 2017) (per curiam); *Metro Health Foundation*, supra.

Accordingly, we grant the General Counsel's Motion for Summary Judgment.⁵

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, a Hawaii corporation, with an office and place of business in Honolulu, Hawaii, has been engaged in providing health care services in the State of Hawaii.

During the twelve-month period ending June 30, 2026, the Respondent, in conducting its business operations described above, derived gross revenues in excess of \$250,000 and purchased and received at its Honolulu facility goods and materials valued in excess of \$5000 directly from points outside the State of Hawaii.

We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and is a health care institution within the meaning of Section 2(14) of the Act. We further find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. *The Certification*

Following a self-determination election conducted by secret ballot on April 3, 2025, the Regional Director issued a Certification of Results in Case 20–RC–359891 on April 23, 2025, certifying the Union as the exclusive collective-bargaining representative of “[a]ll full-time, part-time, and on-call Respiratory Therapists, but excluding all other employees, managers, and supervisors as defined by the Act” as part of the existing unit of radiation therapists already represented by the Union.

On June 24, 2026, the Board denied the Respondent's request for review of the Regional Director's Decision and Direction of Self-Determination Election. The Union continues to be the exclusive collective-bargaining repres-

entative of the unit employees under Section 9(a) of the Act.

B. *Refusal to Bargain*

About May 1, 2025, by letter, the Union requested that the Respondent recognize it as the exclusive collective-bargaining representative of the unit and bargain collectively with the Union as the exclusive collective-bargaining representative of the unit. The Union also requested that the Respondent furnish it with the information described above. Since about May 5, 2025, and continuing to date, the Respondent has failed and refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of the unit and has failed and refused to furnish the requested information.

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

CONCLUSION OF LAW

By failing and refusing since about May 5, 2025, to recognize and bargain with the Union as the exclusive collective-bargaining representative of the employees in the appropriate unit, and by failing and refusing since about May 5, 2025, to furnish the Union with requested information that is necessary and relevant to the Union's performance of its duties as the exclusive collective-bargaining representative of the Respondent's unit employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall order it to cease and desist, to bargain on request with the Union and, if an understanding is reached, to embody the understanding in a signed agreement.⁶ We shall also order the Respondent to furnish the Union with the information it requested on May 1, 2025.

⁵ The Respondent's request that the complaint be dismissed is therefore denied.

⁶ The Union's request for additional remedies is denied as the Board's traditional remedies are sufficient to remedy the unfair labor practices found herein.

For the reasons stated in his dissent in *Longmont United Hospital*, 374 NLRB No. 52 (2026), in order to effectuate Sec. 10(c) of the Act, Member Prouty believes that additional remedies are required to remedy the harm caused by an employer's unlawful refusal to bargain with its employees' chosen union in a test of certification case. To address the damage created by the unlawful delay in commencing bargaining, Member Prouty would also order the Respondent to make the union and affected employees whole for any provable, reasonably quantifiable economic

harm resulting from the unlawful refusal to bargain; provide the union on-site access to the bargaining unit, including the Respiratory Therapists; adhere to a bargaining schedule; post a notice of employee rights for a period of 1 year; and read and distribute a remedial notice to employees. See *Longmont*, supra, slip op. at 2–5; see also *CP Anchorage Hotel 2 d/b/a Hilton Anchorage*, 371 NLRB No. 151 (2022) (Member Prouty, concurring) (setting forth his view that notice reading and distribution should be standard for all unfair labor practices found by the Board), enf'd. 98 F.4th 314 (D.C. Cir. 2024). Member Prouty believes that these remedies are necessary where, as here, employees have been deprived of the benefit of their chosen representative because of the Respondent's unlawful refusal to bargain.

ORDER

The National Labor Relations Board orders that the Respondent The Queen's Medical Center, Honolulu, Hawaii, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to recognize and bargain with the Hawai'i Nurses' Association, OPEIU Local 50 (the Union) as the exclusive collective-bargaining representative of all full-time, part-time, and on-call Respiratory Therapists, but excluding all other employees, managers, and supervisors as defined by the Act as part of the existing unit of radiation therapists already represented by the Union.

(b) Failing and refusing to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive collective-bargaining representative of the 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) On request, bargain with the Union as the exclusive collective-bargaining representative of all full-time, part-time, and on-call Respiratory Therapists, but excluding all other employees, managers, and supervisors as defined by the Act as part of the existing unit of radiation therapists already represented by the Union concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

(b) Furnish to the Union in a timely manner the information requested by it on May 1, 2025.

(c) Within 14 days of service by the Region, post at its facility in Honolulu, Hawaii copies of the attached notice marked "Appendix."⁷ Copies of the notice, on forms provided by the Regional Director for Region 20, 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 fa-

cility 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 5, 2025.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 20 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. September 30, 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 recognize and bargain with the Hawai'i Nurses' Association, OPEIU Local 50 (the Union) as the exclusive collective-bargaining representative of all full-time, part-time, and on-call Respiratory

⁷ 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

Therapists, but excluding all other employees, managers, and supervisors as defined by the Act as part of the unit of radiation therapists already represented by the Union.

WE WILL NOT fail and refuse to furnish the Union with requested information that is relevant and necessary to the Union's performance of its functions as the exclusive 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, on request, bargain with the Union as the exclusive collective-bargaining representative of all full-time, part-time, and on-call Respiratory Therapists, but excluding all other employees, managers, and supervisors as defined by the Act as part of the unit of radiation therapists already represented by the Union concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement.

WE WILL furnish to the Union in a timely manner the information requested by the Union on May 1, 2025.

THE QUEEN'S MEDICAL CENTER

The Board's decision can be found at [www.nlr.gov/case/ 20-CA-366357](http://www.nlr.gov/case/20-CA-366357) 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.

