

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

**LITTLE FOUNDATION FOR THE
REHABILITATION OF ALCOHOLICS, D/B/A
ALINA LODGE**

and

Case 22-CA-358049

**HEALTH PROFESSIONALS AND ALLIED
EMPLOYEES, AFT/AFL-CIO**

Joanna Pagones Ross, Esq.,
for the General Counsel.

Lisa Leshinski, Esq.,
for the Charging Party.

Jonathan Nadler, Esq. (Eckert Seamans Cherin & Merlott, LLC),
for the Respondent.

DECISION

STATEMENT OF THE CASE

ROBERT A. RINGLER, Administrative Law Judge. This case was heard over the course of 7 days between September 2025 and April 2026. The General Counsel's (the GC's) Complaint alleges, inter alia, that the Little Foundation for the Rehabilitation of Alcoholics d/b/a Alina Lodge (Alina or Respondent) violated §8(a)(1) and (3) of the Act by releasing Anne Piazza and Edward Hilbrich because of their organizing activities for the Health Professionals and Allied Employees, AFT/AFL-CIO (the Union). It also alleges that Alina must recognize and bargain with the Union pursuant to *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969). The Complaint is sustained.

FINDINGS OF FACT¹

I. JURISDICTION

Alina, a not-for-profit substance abuse treatment center, has an office and facilities in Blairstown, New Jersey. Annually, it derives gross revenues exceeding \$50,000, and purchases and receives goods worth more than \$5,000 directly from outside of New Jersey. On this basis, it engages in commerce under §2(2), (6), and (7) of the Act. The Union is a labor organization under §2(5) of the Act. The Board, on this basis, has jurisdiction over this matter.

¹ Unless otherwise stated, factual findings arise from joint exhibits, stipulations and undisputed evidence.

II. UNFAIR LABOR PRACTICES

A. *Record Evidence*

5 In August 2024, Union Organizer William Burstein was contacted by Alina's employees about the possibility of unionizing. At their initial meeting, Burstein concluded that organizing was viable and employees should be divided into separate professional and non-professional units. He began by forming an employee organizing committee, which consisted of Hilbrich, Piazza, Nancy McGovern, Joe Furrer and Karen Marino. From September 2024 to January 2025, the Union held
10 several organizing meetings and openly conducted its campaign.

1. Hilbrich's Tenure and Organizing Activities

15 Hilbrich, one of the main employee organizers, was employed from April 2024 to January 2025. He was a Transportation Coordinator, which involved transporting clients to appointments and other venues. In June 2024, Vice President of Programming (VP) Jackie Re added various non-transportation duties to his role, which involved coordinating disability benefits with clients, employers, insurers and government agencies. This addition to his normal duties effectively doubled his workload. He complained and, in September 2024, his added duties were transferred
20 to other employees. (GC Exh. 19). He was never disciplined or placed on a performance improvement plan (PIP) during his tenure.

Hilbrich said that organizing interest was prompted by general dissatisfaction with management. In furtherance of the Union's campaign, he openly engaged employees from
25 September 2024 to January 2025. He charted interest by department, built an internal committee and solicited his coworkers during working and non-working hours to support the Union. He organized the employees in the nursing, admissions and dining departments. He said that most workers were receptive to his organizing efforts, which allowed him to collect dozens of signed cards. In December 2024, supervisor Joe Reynolds expressed open hostility towards his Union
30 activities, pointed to his office and shouted, "this fucking guy is trying to ... unionize my staff." (Tr. 234).

2. Piazza's Tenure and Organizing Activities

35 Piazza, another key employee organizer, was a counselor from February 2023 to January 2025. She was never disciplined during her tenure.² She received a score of 71 (exceeds expectations) on her March 5, 2024 *Employee Evaluation*, which suggested successful performance. (GC Exh. 18). Piazza attended Union meetings, identified supporters, lobbied undecided workers, helped develop the Union's organizing strategy, and played a major role in
40 collecting signed authorization cards. She said that employees wanted a union to assist with workload issues, on-call concerns and pay transparency. She organized employees during working hours and collected about 15 signed authorization cards.

² There were non-disciplinary coaching forms present in her personnel file that she never previously received.

3. October 2024: McLaren's Email Identifying Piazza and Hilbrich for Layoffs

On October 25, 2024, Chief Operating Officer (COO) Amy McLaren sent the following email to Senior Vice President (Senior VP) of Clinical Services William Robbins and VP Re:

Can you ... do a review of the Clinical and Facilitation staff? We need to understand if we have people that are underperforming and are not adding value to our culture.

I know there have been discussions about Anne [Piazza], Liza, and Ed [Hilbrich]. Can you ... assess where these team[s] stand in their performance and meeting their job expectations and identify if there are any others ... not adding the value.

(GC Exh. 48). Notably, McLaren was not called to explain how Piazza and Hilbrich were "not adding value to our culture." This was a considerable evidentiary oversight, given that her unexplained focus upon their releases occurred within just a month after they began organizing employees.

4. January 7, 2025: Union Meeting

Union Organizer Burstein met with Piazza, Hilbrich and others to discuss the substantial traction of the Union's campaign amongst employees. By this time, the Union had gathered enough signed cards to demonstrate majority support within both the professional and non-professional units. After discussing this milestone, they decided that the time was now right to ask Alina to recognize the Union based on its majority support in both units. They also decided that, if Alina declined, the Union would promptly file an RC-petition with the NLRB. Hilbrich and Piazza volunteered in front of their coworkers to meet with Senior VP Robbins and request recognition.

5. January 8, 2025: Union's Demand for Recognition

a. GC's Case

Hilbrich and Piazza visited Senior VP Robbins' office. They testified that they observed him on a call, patiently waited to gain his attention and then handed him an employee petition (i.e., the Union copied and pasted signatures from its signed authorization cards), which stated:

ALINA LODGE: UNION NOW!

We, the workers of Alina Lodge, are organizing a union with HPAE because we care deeply about the mission of Alina Lodge and our guests. We deserve a seat at the table so that we can advocate for our guests and work with management to make improvements at Alina Lodge!

(GC Exh. 5). They testified that they expressly asked Robbins to voluntarily recognize the Union and notified him that, if Alina refused, the Union would file an RC-petition that day. Robbins did not reply. They then departed and left several copies of the petition in the breakroom. The Union filed an RC-petition later that day and simultaneously emailed Robbins a copy of the same.

(JT Exhs. 1-2; GC Exh. 6).

Director of Admissions John Cerino testified about Alina's general awareness of the campaign. He added that Hilbrich's activities were common knowledge well before his January 8
5 layoff:

[W]e all kind of found out about it at the same time When I guess Ed was going
from office to office, asking staff members to sign a petition

(Tr. 645-646). He also specified that, "Ed [Hilbrich] was ... going office to office, and ... it ...
quickly got picked up on by ... staff ... and ... a lot of the management team was notified ... after
that" (Tr. 649). He offered that Robbins and Re found out at that time (i.e., between September
and December 2024). (Tr. 649-650). His testimony has been credited. His demeanor was strong.
He also testified against his employer's interests (i.e., against its defense in this proceeding that it
lacked knowledge), when he agreed that management knew about Hilbrich's Union activities well
before his layoff. His testimony was also plausible; it is reasonable to conclude that Hilbrich's
open Union activities were promptly noted by his coworkers and reported to management.

b. Alina's Response

Robbins admitted that Piazza and Hilbrich entered his office during a virtual nutritionist
appointment. He denied knowing their purpose, receiving anything, hearing what they said or
following up. He claimed that he was unaware of their Union activities at that time and only learned
of their Union activities after their layoffs were implemented.

c. Credibility Resolution

Because Piazza and Hilbrich stated that they gave the Union's petition to Robbins and
expressly requested recognition, and Robbins denied the same, a credibility determination must be
made. For several reasons, Piazza and Hilbrich have been credited. *First*, from a demeanor
standpoint, they were highly credible witnesses, who provided plausible accounts. Robbins, on the
other hand, appeared to be committed to remaining true to Alina's defense that it lacked knowledge
of their Union activities and overall goal to avoid culpability. *Second*, Robbins' claim that he never
received the petition or heard their voluntary recognition request, when that was the only reason
that they visited him that morning is absurd. It is improbable that Hilbrich and Piazza just stood
there and left without an utterance after gaining Robbins' attention, without any follow-up from
Robbins.³ *Third*, his claim that he was unaware of their previous Union activities contradicts the
believable and credited testimony of Cerino, who admitted that management knew of Hilbrich's
organizing activities months earlier. It also contradicts Reynolds' December 2024 outburst about
Hilbrich trying to organize his employees and ignores the fact that Robbins was emailed the RC-
petition the day before Piazza's layoff. In sum, his claim of ignorance have been afforded little, if
any, weight.

³ Given that Robbins had no issue with hearing at the trial, his claim that he heard nothing in a setting with likely superior acoustics is incredible.

6. January 8 and 9, 2025: Layoffs

a. GC's Position

Within only a few hours of tendering the Union's petition to Robbins, Hilbrich was called to a meeting with Human Resources Manager Erica Ward and Supervisor Reynolds and laid off under the heading of "budgetary reasons." When he asked whether his layoff was prompted by his Union activities, Reynolds assured him that the decision was solely budgetary in nature. (Tr. 241); see also (GC Exh. 30). He added that performance, attitude or seniority were never raised at this meeting. (Tr. 242). He was offered a *Severance Agreement*, which provided, inter alia, \$4,500 in exchange for his agreement to the following:

3. **Non[-]disparagement:** Employee agrees not to ... disparage Employer, nor any individuals, products or services affiliated with Employer

7. **Confidentiality:** Employee agrees to maintain strict confidentiality of the severance Agreement for a period of [number of months] ⁴

(GC Exh. 21).

On January 8, within only a few hours of asking Robbins to recognize the Union, Piazza received 2 voicemails during her day off. (GC Exhs. 15-16). The first directed her not to return to campus. The second asked her to call back the next morning. When she called back the next day, she was told by HR Manager Ward that she was being laid off for budgetary reasons.⁵ She was also given the same *Severance Agreement* described above. (GC Exh. 17). She noted that, regarding seniority and qualifications, there were 3 counselors hired after her who had lesser or equal licensure levels (e.g., Fowles, Compton and Geiger).⁶

Stephen Fillebrown, a healthcare financial consultant and Seton Hall University professor, testified as an expert regarding Alina's financial condition.⁷ In preparation for his testimony, he reviewed Alina's financial records from 2022 to 2025 in order to assess whether the January 2025 layoffs improved Alina's overall financial health.⁸ After assessing this data, he concluded that Alina operated at a significant deficit during both 2024 and 2025.⁹ He also found that Alina's operating margins were unsustainable.¹⁰ He noted that the 2025 budget projected a smaller loss of

⁴ The bracketed text in the agreement suggests that the drafter of the agreement intended the term to be customized. In this case, Alina failed to include any temporal limitations.

⁵ Ward, however, later clarified during this meeting that seniority, performance and productivity were also factors.

⁶ The Voter List identified Piazza as a Clinician 4, Fowles as a Clinician 3, Geiger as a Clinician 4 and Compton as a Clinician 2. (JT Exh. 3).

⁷ He was previously the Director of Research and Investor Relations and Deputy Executive Director for the New Jersey Health Care Facilities Financing Authority, where he analyzed the financial condition of healthcare providers, advised state officials, and supervised a small staff. He has a BA in economics and an MA in public policy analysis. As a consultant, he performs financial analyses for hospitals, nursing homes and substance abuse treatment centers.

⁸ He reviewed audited financial statements from 2022 to 2024, unaudited 2025 financial statements, payroll spreadsheets, census data and annual budgets.

⁹ Alina had a \$2.2 million operating loss in 2024 (audited) and a \$1.75 million loss in 2025 (unaudited).

¹⁰ Its operating margin was -15.8% in 2024 and -11.5% in 2025.

\$241,000 than the \$1 million-plus loss that Alina actually experienced. Although he observed that there was a slight improvement in Alina's finances from 2024 to 2025 (i.e., due to a \$500,000 revenue increase), salaries, wages and overtime (i.e., the largest expense category) actually increased by \$580,000 during that period due to increased salary expenditures elsewhere, in spite of Alina's stated intention to control salary growth via layoffs.¹¹ The anticipated annual savings from the layoffs amounted to \$400,000. (CP Exh. 1). On this basis, he observed that the layoffs still left a \$1.8 million loss for 2025 and concluded that there was no evidence of a meaningful effort by Alina to reduce overall expenses in 2025. (Id.). He added that 2025 showed no significant cuts and that the fiscal strategy was to increase revenue, not cut costs.¹² (Id.). His testimony was credible and has been afforded great weight. His opinion was thoroughly explained and corroborated by Alina's fiscal records.¹³

b. Alina's Response

Robbins explained that Alina's losses were mounting by late-2024. This prompted COO McLaren to direct him to develop staffing models that identified "low performers" for layoffs. Robbins, VP Re and Clinical Director Meghan Hein made recommendations to McLaren, who made the final decisions regarding layoffs. Robbins claimed that he learned on January 6, 2025 that layoffs would occur on January 8, and that Piazza, Hilbrich, Getchius, McNamara and another employee were identified. He insisted that layoffs were driven by financial necessity. The process involved identifying low performers who were poor cultural fits, and aligning staffing models with census. He repeated that he was unaware of the Union campaign before the layoffs occurred.¹⁴

VP Re stated that she prepared a detailed talent assessment, which recommended that Piazza needed further coaching on her "cultural/attitude and interpersonal skills," and that Hilbrich needed a PIP due to "missed deadlines for FMLA/guest paperwork," "[poor] follow through," and a "negative attitude." (GC Exh. 49). COO McLaren then applied this information and finalized the layoff decisions. In spite of her direct testimony, Re stated on cross-examination that Hilbrich was never actually placed on a PIP and that Piazza was never disciplined. Re said that she first learned about the Union, when Hilbrich asked for a Union representative during his layoff. She said that staff later approached her and said they were pressured by Hilbrich and Piazza to sign cards.

Re's contention that she was unaware of Union organizing activity before the layoffs was not credited. *First*, it is implausible, given that Hilbrich and Piazza openly and conspicuously collected cards from employees during working hours, that knowledge of their activities was not shared with Re. *Second*, Re's claim is contradicted by Cerino's credible testimony that management learned about organizing activities, when Hilbrich began soliciting employees during working hours in the fall of 2024. It is hard to fathom that Re would not have learned at that time. *Third*, it's not plausible that employees waited until after Hilbrich and Piazza were laid off to express concerns about the Union. It seems likely that upset workers would have timely approached Re instead of inexplicably waiting for some unforeseen event such as layoffs to occur.

¹¹ Other expenses (e.g., contracted services, marketing, repairs, supplies) saw minor reductions, but they were offset by large increases elsewhere.

¹² He cited that the minor savings in supplies, travel, or consultants were too small to meaningfully impact the deficit.

¹³ Alina failed to call an expert to rebut the many cogent points he raised and did little to challenge him on cross.

¹⁴ As said, his claim of total ignorance was discredited.

In sum, her claims of ignorance, very much like Robbins' claims, seem to be based upon a litigation strategy and have been discredited on this basis.

7. *Stipulated Election Agreement and Authorization Cards*

On January 17, 2025, Alina and the Union signed a *Stipulated Election Agreement* that consented to an election in these separate employee units:¹⁵

PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... registered nurses, psychiatric nurse practitioners, advanced practice nurses, dietician/nutritionists, and counselors level 2 and above employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, non-professional employees, directors, managers, guards, and supervisors as defined in the Act.

NON-PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... admissions coordinators, alumni relations coordinators, behavioral health technicians, clinical receptionists, counselors - level 1, counselor interns, drivers, facilitators, facilitator shift leads, kitchen stewards, licensed practical nurses, medical assistants, milieus, recovery coaches, financial associates, senior financial associates, transportation coordinators, utilization review coordinators, continuing care coordinators, housekeepers, line cooks, and prep/line cooks employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, directors, managers, guards, professional employees, and supervisors as defined in the Act.

(JT Exh. 4). On January 23, 2025, Alina delivered voter lists to the Union, which identified 26 employees in the professional unit and 58 employees in the non-professional unit. (JT Exh. 3). The Union collected signed authorization cards from 40 of the 58 non-professional employees (69%), and 16 of the 26 professional employees (61.5%). (GC Exhs. 3, 4, 14, 20). These cards were signed between December 2024 and January 4, 2025; the majority were collected by Piazza and Hilbrich.

8. *Nancy McGovern's Supervisory Status*

Because McGovern collected some of the Union's signed authorization cards and her name appears on the voter list, it is necessary to also explore whether she is a §2(11) supervisor, who should be excluded from the professional unit. The GC contends that she is an employee and supervisor in title only, whereas Alina avers that she is a supervisor, who is precluded from voting in a representation election and collecting cards. McGovern supported the Union, signed an

¹⁵ An election was set for February 13, 2025, but, was blocked by the ULPs at issue herein.

authorization card and asked 10 coworkers to do the same.

McGovern was employed by Alina for 10 years. She began as a Registered Nurse (RN) and in 2020, became the Assistant Director of Nursing (ADON).¹⁶ She compared her RN and ADON duties. She stated that her core duties remained largely constant and that she consistently performed patient care, admissions, discharges, medication administration and charting in both roles. She was not authorized to hire, fire or discipline in either role. As an ADON, she sporadically attended RN interviews and offered input, but, the Director of Nursing (DON) remained the sole decisionmaker. She did not assign, evaluate, schedule, approve leave, or have direct reports in either role. When the DON was absent, her ADON duties did not change; she continued regular nursing duties and contacted the DON, as needed. The nursing staff collaborated to work out shift coverage and assignments. All nurses were considered to have equal skill levels. The DON had an office, while other nurses, including McGovern, worked from the nursing station. McGovern was an hourly employee as both an RN and ADON. She noted that, while she could recommend disciplinary action, she had no final authority and was never told her approval was required or factored in. She added that, when filling in for the DON, she did not gain additional authority and could always contact her if needed.

HR Manager Ward searched for evidence of McGovern's supervisory activities (e.g., hiring, evaluating, or disciplining employees). She determined that McGovern signed off on some job evaluations, but, only after serving as interim DON in late-2025 (i.e., long after she solicited workers to sign cards). She did not find any evidence that McGovern performed supervisory functions (e.g., hiring, firing, or evaluating staff) as an ADON. She found emails from McGovern requesting evaluations, but this also occurred during her interim DON tenure, which was after the fact. She concluded that she did not uncover evidence that McGovern was a supervisor as an ADON.

9. Aftermath

Following the layoffs, the Union's campaign stalled out. Burstein testified that many employees, thereafter, withdrew support, newly refused to participate in collective actions (e.g., sticker day, digital petition, etc.) and repeatedly expressed fear of retaliation. On this basis, he credibly opined that a fair election in the professional and non-professional units was no longer possible. Hilbrich corroborated his account.

B. Analysis

1. McGovern's Supervisory Status

Alina avers that McGovern was a supervisor as an ADON and that the Union's "card-based majority was tainted by ... [her] role." R. Brief at 15. The record does not support its stance.

Under §2(11), employees are supervisors when: (1) they perform any of the 12 listed supervisory functions;¹⁷ (2) their "exercise of such authority is not of a merely routine or clerical

¹⁶ She was also the interim Director of Nursing from August 26, 2025 until her November 2025 resignation.

¹⁷ Section 2(11) defines a "supervisor" as "any individual having authority, in the interest of the employer, to hire,

nature, but requires the use of independent judgment,” and (3) they exercise such authority “in the interest of the employer.” *Kentucky River Community Care v. NLRB*, 532 U.S. 706, 713 (2001). The Supreme Court held that, regarding “independent judgment,” “[m]any nominally supervisory functions may be performed without the exercis[e of] such a degree of ... judgment or discretion ... as would warrant a finding of supervisory status.” *Id.* It is within the Board’s discretion to decide how much independent judgment meets this threshold. *Id.* at 713-714. The Supreme Court, however, rejected the Board’s bright line rule that employees do not use independent judgment when they exercise ordinary professional judgment in directing less-skilled workers to deliver services under preset employer standards. *Id.* at 714-715. The burden of proving supervisory status rests with the party asserting it. *Id.* at 710.

In determining whether judgment is so constrained by management oversight that it is “routine,” the Supreme Court endorsed *Chevron Shipping Co.*, 317 NLRB 379, 381 (1995). *Kentucky River*, supra, 532 U.S. at 714. In *Chevron*, the Board found that, although mates who acted as watch officers were responsible for “directing the unlicensed employees, assigning tasks, and ensuring the safety of the ship and its cargo ... their exercise of independent judgment was circumscribed by the master’s standing orders and Operating Regulations, which required watch officers to contact a superior when anything unusual occurred.” *Id.* at 381. In sum, their duties were delineated by detailed regulations and officers; during non-routine situations, they also remained in constant contact with superior officers. *Id.* at 381-82. Absent any information from the employer regarding how often they deviated from standing orders and routine, the Board found that they were employees. See also *Dynamic Science, Inc.*, 334 NLRB 391, 391 (2001)(test leaders running evaluations of military weaponry were employees because their role in directing employees was “extremely limited and circumscribed by detailed orders and regulations issued by the employer and other standard operating procedures.”).

As an ADON, McGovern was not a §2(11) supervisor. As an RN and ADON, her core duties remained constant. She consistently performed patient care, admissions, discharges, medication administration and charting. She provided un rebutted testimony that, as an ADON, she did not assign, evaluate, schedule, grant leave, adjust grievances, hire, fire or discipline. Although she sporadically offered input, the DON made final hiring decisions. She continued her regular nursing duties as ADON when the DON was absent and reached out as needed. Ward, a defense witness, effectively corroborated her account.¹⁸ On this basis, because it is undisputed that RNs are non-supervisory under the *Stipulated Election Agreement*, and McGovern basically continued to function as an RN in her ADON role, Alina failed to meet its burden of establishing her supervisory status.

transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.” 29 U.S.C.A. §152.

¹⁸ Ward said that she signed off on some evaluations as interim DON in late-2025, but, did not do so as an ADON.

2. Hilbrich's and Piazza's Layoffs¹⁹

Their layoffs were unlawful. The framework for analyzing whether an employment action connected to protected activity violates the Act is set out in *Wright Line*, 251 NLRB 1083 (1980),
 5 enfd. 662 F.2d 899 (1st Cir. 1981), cert. den. 455 U.S. 989 (1982), which requires the GC to show, by a preponderance of the evidence, that the worker's protected conduct was a motivating factor in the adverse action. This initial burden is satisfied by showing protected activity, knowledge and animus. If the GC meets this initial burden, the burden shifts to the employer to prove that it would have taken the same adverse action, absent the protected activity. *Mesker Door*, 357 NLRB 591,
 10 591–592 (2011). The employer cannot meet its burden, however, merely by showing that it had a legitimate reason for its action; rather, it must demonstrate that it would have taken the same action, absent the protected conduct. *Bruce Packing Co.*, 357 NLRB 1084, 1086–1087 (2011). If the employer's proffered reasons are pretextual (i.e., either false or not relied upon), it fails to show that it would have taken the same action for those reasons regardless of the protected
 15 conduct. *Metropolitan Transportation Services*, 351 NLRB 657, 659 (2007). Further analysis is required if the defense is one of "dual motivation," i.e., the employer avers that, even if an invalid reason played some part in its motivation, it would have still taken the same action for permissible reasons. *Palace Sports & Entertainment, Inc. v. NLRB*, 411 F.3d 212, 223 (D.C. Cir. 2005).

The GC adduced a prima facie case. Hilbrich and Piazza engaged in extensive protected activity, when they served as the main employee organizers, openly collected Union authorization cards during working hours, lobbied coworkers to support the Union, presented the Union's petition to Robbins and asked him to voluntarily recognize the Union. The GC also adduced knowledge. Supervisor Cerino admitted that management learned about Hilbrich's organizing
 25 activities when he began soliciting in the fall of 2024. In December 2024, Supervisor Reynolds pointed to Hilbrich's office and said that, "this fucking guy is trying to ... unionize my staff." (Tr. 234). Robbins was further notified, when they arrived at his office on January 8, presented the Union's petition and requested recognition. He was similarly emailed the RC-petition on January 8. The GC similarly adduced animus; the lock-step timing between the Union recognition request and their layoffs demonstrates animus. *LB&B Associates, Inc.*, 346 NLRB 1025, 1026 (2005) (timing of adverse action demonstrates animus); *Masland Industries*, 311 NLRB 184, 197 (1993) ("Timing alone may suggest anti-union animus as a motivating factor."). Beyond timing, there is also direct evidence of animus, i.e., Supervisor Reynolds pointed to Hilbrich's office and shouted that, "this fucking guy is trying to ... unionize my staff." (Tr. 234). In sum, the GC established a
 35 prima facie case.

Alina failed to meet the GC's case and show that it would have laid off Hilbrich and Piazza, in the absence of their protected activities. First, Alina's contention that the layoff flowed from economic necessity was rebutted by expert witness Fillebrown, who persuasively showed that the
 40 January 2025 layoffs had a de minimis impact on its bottom line. Its financial records show that, regardless of its stated intentions, it contrarily maintained a sizeable operating deficit and its payroll line surprisingly increased in 2025 by \$580,000 even after the layoffs. In short, its contention that layoffs were mandated by economic exigency is unpersuasive because it responded to this reported exigency by somehow adding \$580,000 in payroll elsewhere.²⁰ Second, the close

¹⁹ This allegation is pled under Complaint ¶¶7 and 11.

²⁰ Ironically, Alina saw no need to conduct a layoff in 2024, when it was also losing money. It was only after the

timing between Piazza's and Hilbrich's recognition demand and their layoffs further suggests invidious treatment. *La Gloria Oil & Gas Co.*, 337 NLRB 1120 (2002), *enfd.* 71 Fed. Appx. 441 (5th Cir. 2003). *Third*, Alina's shifting reasons for the layoffs similarly undermine its claim of a non-discriminatory basis. *Vesta VFO, LLC*, 373 NLRB No. 10, slip op. at 2 (2023)(shifting reasons create an inference of discriminatory motivation); *Naomi Knitting Plant*, 328 NLRB 1279, 1283 (1999). Specifically, Alina went from McLaren emailing on October 25, 2024 that Hilbrich and Piazza were "underperforming and are not adding value to our culture" (GC Exh. 48), to Hilbrich being told that he was solely being released for budgetary reasons on January 8, to Piazza first being told on January 9 that she was solely being laid off for budgetary reasons and then later being told that seniority, performance and productivity were also factors, to Robbins and Re stating that the layoffs were driven by financial necessity and individuals were identified based on performance, cultural fit and census projections. These repeated shifts from an ambiguous "cultural fit" standard, to seniority, to budgetary reasons, to performance, to an amalgamated rationale suggest animus. *Fourth*, from a production and seniority standpoint, Piazza's layoff made little sense, given that she held a more versatile counseling license and was more senior than 3 other employees in her department who were retained. *Fifth*, an adverse inference regarding Alina's *Wright Line* defense can be drawn from its failure to call COO McLaren (i.e., the layoff decisionmaker) to testify.²¹ See, e.g., *International Automated Machines*, 285 NLRB 1122, 1123 (1987)(when a party fails to call witnesses under its control, an adverse inference may be drawn regarding any factual question on which the witness is likely to have knowledge); *Made 4 Film, Inc.* 337 NLRB 1152 (2002). *Finally*, Robbins and Re each fabricated that they did not know about Hilbrich's and Piazza's Union activities before the layoff. They pleaded ignorance, even though Robbins was handed a Union petition before the layoff, supervisors Cerino and Reynolds learned of their activities before the layoff, and Cerino agreed that their activities were common knowledge. This willingness to advance an obvious fiction suggests a labor relations strategy to oust employee organizers as opposed to a neutral layoff situation. On these bases, Alina failed to show that it would have laid off Hilbrich and Piazza absent their protected activities; its stated reasons are pretextual. The layoffs, as a result, violated the Act.

3. Severance Agreements

The validity of the *Severance Agreements* is governed by *McLaren Macomb*, 372 NLRB No. 58 (2023). An employer violates §8(a)(1), when it proffers a severance agreement with provisions conditioned upon the forfeiture of NLRA rights "unless it is narrowly tailored to respect the range of those rights." *Id.*, slip op. at 10. Proffering such agreements "ha[s] a reasonable tendency to restrain, coerce, or interfere with the exercise of Section 7 rights by employees, regardless of the surrounding circumstances." *Id.*, slip op. at 3 fn. 9. In *McLaren*, the Board considered non-disparagement and confidentiality provisions that were unlimited in duration. The non-disparagement provision found unlawful in *McLaren* stated, in relevant part:

At all times hereafter, the Employee agrees not to make statements to Employer's

Union arrived that it saw the need to control its losses. This undercuts the stated neutrality of its actions.

²¹ McLaren could have, *inter alia*, provided testimony regarding her knowledge (i.e., or lack thereof) of their Union activities, synthesized why a layoff was not previously needed even though Alina's losses were a problem before the Union's campaign, or explained why she considered Hilbrich and Piazza to be poor cultural fits at around the same time that they began organizing (i.e., this potentially encrypted reference needed to be clarified via testimony).

employees or to the general public which could disparage or harm the image of the Employer, its parent and affiliated entities and their officers, directors, employees, agents and representatives.

5 *Id.*, slip op. at 2. The Board found that this provision substantially interfered with §7 rights on its face, given that public statements by employees about the workplace are central to the exercise of their rights under the Act. *Id.*, slip op. at 9.

10 The *Severance Agreement* in the instant case is unlawful in 2 ways. *First*, its non-disparagement clause broadly bans employees from disparaging Alina, which is analogous to the disparagement provision found unlawful in *McLaren*. *Id.*, slip op. at 6-8. *Second*, its confidentiality clause requires employees to “maintain strict confidentiality of the terms and conditions of the severance Agreement” for an indefinite duration. This also mirrors the confidentiality clause found unlawful in *McLaren* (i.e., banning employees from disclosing the agreement to “any third
15 person.”). *Id.*, slip op. at 8.

4. Bargaining Order

a. Precedent

20 The GC validly seeks a bargaining order. In *Gissel*, the Supreme Court held that a bargaining order is valid, where a union has obtained majority status and the employer’s unfair labor practices undermine the possibility of holding a fair election (i.e., even if the Board’s traditional remedies were applied) to such a degree that “sentiment once expressed through”
25 authorization cards “would, on balance, be better protected by a bargaining order.” *Id.* at 614-15; *Starbucks Corp.*, 374 NLRB No. 10 (2024). There are 2 varieties of *Gissel* bargaining orders. In type 1 cases, the Board can enter a bargaining order, even without a showing of majority supporters, when the unfair labor practices are “outrageous and pervasive” to such a degree that “a fair and reliable . . . election cannot be had.” *Gissel*, supra, 395 U.S. at 613-14. These cases are
30 rare and include situations where an employer lays off an entire unit or a large part of the unit in tandem with other significant violations.²² In type 2 cases, the Board may enter the order if the union once had majority support with “less pervasive” unfair labor practices that still “have the tendency to undermine majority strength and impede the election process . . .” *Id.* at 614. In these cases, the “possibility of erasing the effects of past practices and of ensuring a fair election . . . by
35 use of traditional remedies, though present, is slight and . . . employee sentiment once expressed through cards would, on balance, be better protected by a bargaining order.” *Id.* at 614-15. The Board examines several factors to determine whether a *Gissel* bargaining order is appropriate in type 2 cases. They are as follows: (1) presence of “hallmark” violations; (2) number of employees affected by the violation (i.e., either directly or via dissemination of knowledge of their occurrence
40 among the workforce); (3) size of the bargaining unit; (4) identity of the perpetrator of the unfair labor practices; (5) timing of the unfair labor practices; (6) direct evidence of impact of the violations on the union’s majority; (7) likelihood the violations will recur; and (8) change in

²² See, e.g., *Cassis Management Corp.*, 323 NLRB 456, 459 (1997), supplemented by 324 NLRB 324 (1997), enfd. mem. 152 F.3d 917 (2d Cir. 1998) (firing entire unit); *U.S.A. Polymer Corp.*, 328 NLRB 1242 (1999) (numerous independent §8(a)(1) violations, unlawful layoff of 45% of the unit that included 90% of the organizing committee and retaliatory conduct against employees who testified at an NLRB hearing).

circumstances after the violations.²³

b. Analysis

The instant scenario presents a type 2 case under *Gissel*. Alina’s swift firing of lead employee organizers Hilbrich and Piazza was sufficiently serious to undermine the Union’s majority strength and render a fair election unlikely. As will be explained below, in making this finding, 5 of the 8 *Gissel* factors have been identified as determinative: (1) “hallmark” violations; (2) dissemination; (3) identities of the perpetrators; (4) timing; and (5) impact of the violations on the Union’s majority support.

i. “Hallmark” Violations

Firing of 2 lead Union organizers is a “hallmark violation,” which is highly coercive of §7 rights and likely to have a lasting impact on a substantial percentage of the unit. See, e.g., *List Industries, Inc.*, 373 NLRB No. 146 (2024)(discriminatory firing of 2 lead union adherents is a “hallmark” violation supporting a *Gissel* order); *M.J. Metal Products, Inc.*, 328 NLRB 1184, 1185 (1999)(firing union activists “goes to the very heart of the Act,” “is not likely to be forgotten” and “can only serve to reinforce employees’ fear that they will lose employment if they persist in union activity.”). This *Gissel* factor, therefore, favors a bargaining order.

ii. Dissemination

The news of their layoffs spread rapidly amongst employees. *First*, the Union disseminated news of their layoffs when it sent a digital petition to the professional and non-professional units asking them to sign in protest. (Tr. 125-126). *Second*, because employees and the Union chose Hilbrich and Piazza to serve as their leaders and deliver the Union’s recognition request to Robbins, news of their immediate firings likely spread swiftly amongst Alina’s employees. *Finally*, both Burstein and Hilbrich testified that, after the unlawful layoffs, many former adherents withdrew their support and expressed fear of retaliation, which further demonstrates dissemination. This factor, therefore, supports a bargaining order. See, e.g., *Traction Wholesale Center Co.*, 328 NLRB 1058 (1999); *Horizon Air Services*, 272 NLRB 243, 244 (1984), *enfd.* 761 F.2d 22 (1st Cir. 1985) (“pervasiveness” of unlawful conduct).

iii. Perpetrator Identities

Hilbrich and Piazza were released almost immediately after seeking voluntary recognition from VP Robbins. The decision was made by COO McLaren. In sum, their releases were prompted by the 2 highest ranking officials on campus. The Board has held that, “when the antiunion message is so clearly communicated by the words and deeds of the highest levels of management, it is highly coercive and unlikely to be forgotten.” See, e.g., *Starbucks Corp.*, *supra*, slip op. at 121 (“unprecedented incursion of...highest-level corporate executives...likely left a lasting impact as to the importance of voting against representation”); *Garten Trucking LLC*, 373 NLRB No. 94, slip op. at p. 6 (2024); *Adams Wholesaler*, 322 NLRB 313, 314 (1996). This factor, as a result, favors a bargaining order.

²³ Citations for each *Gissel* factor that is relevant to the instant case are provided below.

iv. Timing

Hilbrich and Piazza were released almost immediately after their voluntary recognition request; such contemporaneous timing supports a bargaining order. See, e.g., *List Industries*, 373 NLRB No. 146, slip op. at 4 (2024) (“Respondent’s unlawful conduct was swift”); *Joy Recovery Technology Corp.*, 320 NLRB 356, 368 (1995), enf. 134 F.3d 1307 (7th Cir. 1998) (employer’s “prompt” response); *America’s Best Quality Coatings Corp.*, 313 NLRB 470, 472 (1993), enf. 44 F.3d 516 (7th Cir.), cert. denied 515 U.S. 1158 (1995) (impact magnified by the fact that it occurred on the day after the union demanded recognition).

v. Diminished Support

A *Gissel* remedy is supported, where an employer’s unfair labor practices damage a union’s card majority and overall support. Examples of reduced support include a discrepancy between card signers and votes cast in an election, revocation of union cards, or a marked decline in employee participation in union activities. *J.L.M., Inc.*, 312 NLRB 304, 305 (1993), enf. denied on other grounds, 31 F.3d 79 (2d Cir. 1994) (“clear dissipation of union support”). Burstein and Hilbrich established that, following the layoffs, Union support dramatically declined and employees voiced a fear of retaliation.

vi. Conclusion

In sum, a *Gissel* bargaining order is warranted; 5 of the 8 *Gissel* factors support this conclusion. The Union held a majority status in both the professional and non-professional units by a wide margin when it made its recognition request and filed the RC-petition. By that point, the Union had obtained signed authorization cards from 40 of the 58 employees on the non-professional voter list (i.e., 69%), and from 16 of the 26 employees on the professional list (i.e., 61.5%).²⁴ (GC Exhs. 3, 4, 14, 20). Because Alina’s ULPs have since erased the possibility that the Board’s traditional remedies will produce a fair election, the strong sentiment that favored unionization prior to its unlawful actions should be memorialized via the imposition of a bargaining order.

CONCLUSIONS OF LAW

1. Alina is an employer engaged in commerce within the meaning of §2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of §2(5) of the Act.

3. Alina violated §8(a)(1) of the Act by offering employees severance agreements that contained overly broad confidentiality and non-disparagement provisions.

4. Alina violated §8(a)(1) and (3) of the Act by laying off employees Edward Hilbrich and Anne Piazza because of their Union and other protected activities.

²⁴ The cards were signed between December 5, 2024 and January 4, 2025.

5. These unfair labor practices affect commerce within the meaning of §2(6) and (7).

Remedy

The appropriate remedy for the violations found herein is an order requiring it to cease and desist from its unlawful conduct and to take certain affirmative action. Alina, having unlawfully laid off Hilbrich and Piazza, shall reinstate them to their former jobs or, if their positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed. It shall make them whole for any loss of earnings and other benefits, and all other direct or foreseeable pecuniary harms, suffered because of its unlawful discrimination. *Thryv, Inc.*, 372 NLRB No. 22 (2022). The make whole remedy shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). In accordance with *King Soopers, Inc.*, 364 NLRB 1152 (2016), enfd. in relevant part 859 F.3d 23, 429 U.S. App. D.C. 270 (D.C. Cir. 2017), it shall compensate their search-for-work and interim employment expenses regardless of whether those expenses exceed their interim earnings. Search-for-work and interim employment expenses shall be calculated separately from taxable net backpay, with interest at the rate prescribed in *New Horizons*, supra, compounded daily as prescribed in *Kentucky River Medical Center*, supra. In accordance with *Don Chavas, LLC d/b/a Tortillas Don Chavas*, 361 NLRB 101 (2014), it shall also compensate them for the adverse tax consequences, if any, of receiving lump sum backpay awards, and, in accordance with *AdvoServ of New Jersey, Inc.*, 363 NLRB 1324 (2016), it shall, within 21 days of the date the amount of backpay is fixed either by agreement or Board order, file with the Regional Director for Region 22 a report allocating their backpay to the appropriate calendar years. The Regional Director will then assume responsibility for transmission of the report to the Social Security Administration at the appropriate time and in the appropriate manner. It shall also be required to remove from its files any references to their unlawful layoffs. It shall also notify them in writing that these unlawful personnel actions have been redacted and will not be used against them.

Regarding the GC's notice reading request, the Board generally grants such a remedy, where the ULPs are so pervasive and egregious that a notice reading is necessary to dispel the impact of such conduct.²⁵ A notice reading is warranted. Alina's substantial ULPs, which were designed to unlawfully derail the Union's organizing campaign, warrant having the attached notice to employees read aloud during worktime. A public notice reading to employees is a remedial measure that ensures that they "will fully perceive that the Respondent and its managers are bound by the requirements of the Act." *Federated Logistics & Operations*, 340 NLRB 255, 258 (2003), affd. 400 F.3d 920, 929-30, 365 U.S. App. D.C. 164 (D.C. Cir. 2005). It will help "dissipate as much as possible any lingering effects" of the instant ULPs. *Homer D. Bronson Co.*, supra. Alina, as a result, must hold a meeting or meetings during work time at its Blairstown, New Jersey facilities, scheduled to ensure the widest possible attendance of employees, at which time the remedial notice is to be read to employees by Robbins or a higher level management official in the presence of a Board agent and a Union representative if the Region or the Union so desires, or, at Alina's option, by a Board agent in the presence of Robbins or a higher level management

²⁵ *Homer D. Bronson Co.*, 349 NLRB 512, 515 (2007); *Domsey Trading Co.*, 310 NLRB 777, 779-80 (1993).

official, and, if the Union so desires, a Union representative.

Alina shall also post the notice in the attached Appendix at its Blairstown, New Jersey facilities, wherever notices to employees are regularly posted, for 60 days, without anything covering the notice or defacing its contents. Additionally, notices shall be distributed via email and/or other electronic means. If, during the pendency of these proceedings, Alina has gone out of business or closed, it shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed at any time since January 8, 2025.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended²⁶

ORDER

Alina, Blairstown, New Jersey, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Offering employees severance agreements containing overly broad confidentiality and non-disparagement provisions.

b. Laying off, discharging, disciplining or otherwise discriminating against employees because of their Union and other protected activities.

c. In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by §7 of the Act.

2. Take the following affirmative action necessary to effectuate the Act's policies

a. Recognize and, upon request, bargain with the Union as the exclusive representative of the employees in these appropriate units concerning terms and conditions of employment and, if understandings are reached, embody such understandings in signed contracts:

PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... registered nurses, psychiatric nurse practitioners, advanced practice nurses, dietician/nutritionists, and counselors level 2 and above employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, non-professional employees, directors, managers, guards, and supervisors as defined in the Act.

²⁶ If no exceptions are filed as provided by §102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in §102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

NON-PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... admissions coordinators, alumni relations coordinators, behavioral health technicians, clinical receptionists, counselors - level 1, counselor interns, drivers, facilitators, facilitator shift leads, kitchen stewards, licensed practical nurses, medical assistants, milieus, recovery coaches, financial associates, senior financial associates, transportation coordinators, utilization review coordinators, continuing care coordinators, housekeepers, line cooks, and prep/line cooks employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, directors, managers, guards, professional employees, and supervisors as defined in the Act.

b. Within 14 days from the date of the Board's Order, offer full reinstatement to Hilbrich and Piazza to their former jobs or, if their jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any privileges previously enjoyed.

c. Make them whole for any loss of earnings and other benefits, and all other direct or foreseeable pecuniary harms, suffered because of the discrimination against them, in the manner set forth in the remedy section of the decision.

d. Compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar years.

e. File with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed by agreement or Board order or such additional time as the Regional Director may allow for good cause shown, a copy of their corresponding W-2 forms reflecting their backpay awards.

f. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

g. Within 14 days from the date of the Board's Order, expunge from its files any reference to their unlawful layoffs, and within 3 days thereafter, notify them in writing that this has been done and that the discharges will not be used against them.

h. Within 14 days after service by the Region, post at its Blairstown, New Jersey facilities the attached notice marked "Appendix."²⁷ Copies of the notice, on forms provided by the

²⁷ If this Order is enforced by a judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court

Regional Director for Region 22, after being signed by Alina's authorized representative, shall be posted and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to the 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. Reasonable steps shall be taken to ensure that the notices are not altered, defaced, or covered by any other material. If Alina has gone out of business or closed the facilities involved in these proceedings, it shall duplicate and mail, at its own expense, notices to all current and former employees employed at any time since January 8, 2025.

i. During this 60-day posting period, permit a Board agent to access its facilities at reasonable times and in a manner not to unduly interfere with its operations, for the limited purpose of determining whether it is following the notice posting, distribution, and mailing requirements.

j. Hold a meeting or meetings during worktime at its Blairstown, New Jersey facilities scheduled to ensure the widest possible attendance of employees, where the attached notice marked "Appendix" will be read to employees by William Robbins or a higher level management official in the presence of a Board Agent and an agent of the Union if the Region or the Union so desires, or, at the Respondent's option, by a Board agent in the presence of Robbins or a higher level management official and, if the Union so desires, the presence of an agent of the Union.

k. Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated Washington, D.C. October 21, 2026



Robert A. Ringler
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 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 offer you severance agreements containing overly broad confidentiality and non-disparagement provisions.

WE WILL NOT layoff, discharge, discipline or otherwise discriminate against you because of your Union or other protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the exercise of their rights guaranteed by §7 of the Act.

WE WILL, recognize and, upon request, bargain with the Health Professionals and Allied Employees, AFT/AFL-CIO as the exclusive representative of the employees in the following appropriate units concerning their terms and conditions of employment and, if understandings are reached, embody such understandings in signed agreements:

PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... registered nurses, psychiatric nurse practitioners, advanced practice nurses, dietician/nutritionists, and counselors level 2 and above employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, non-professional employees, directors, managers, guards, and supervisors as defined in the Act.

NON-PROFESSIONAL UNIT

INCLUDED: All full-time, regular part-time, and per diem ... admissions coordinators, alumni relations coordinators, behavioral health technicians, clinical receptionists, counselors - level 1, counselor interns, drivers, facilitators, facilitator shift leads, kitchen

stewards, licensed practical nurses, medical assistants, milieus, recovery coaches, financial associates, senior financial associates, transportation coordinators, utilization review coordinators, continuing care coordinators, housekeepers, line cooks, and prep/line cooks employed by the Employer at its Blairstown, New Jersey facility.

EXCLUDED: All other employees, directors, managers, guards, professional employees, and supervisors as defined in the Act.

WE WILL, within 14 days from the date of the Board's Order, offer full reinstatement to Edward Hilbrich and Anne Piazza to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other privileges previously enjoyed.

WE WILL make them whole for any loss of earnings and benefits, and all other direct or foreseeable pecuniary harms, resulting from their unlawful layoffs, less any net interim earnings, plus interest, and **WE WILL** also make them whole for reasonable search-for-work and interim employment expenses, plus interest.

WE WILL compensate them for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating their backpay awards to the appropriate calendar years.

WE WILL file with the Regional Director for Region 22, within 21 days of the date the amount of backpay is fixed by agreement or Board Order or such additional time as the Regional Director may allow for good cause shown, a copy of their corresponding W-2 forms reflecting their backpay awards.

WE WILL, within 14 days from the date of the Board's Order, expunge from our files any reference to their unlawful layoffs, and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that their unlawful layoffs will not be used against them in any way.

WE WILL hold meetings during working hours at our Blairstown, New Jersey facilities, and have this notice read to you and your fellow workers by Senior VP William Robbins or an equally high-ranking responsible management official in the presence of a Board agent and, if the Union so desires, a Union representative, or, at the Respondent's option, by a Board agent in the presence of Senior VP William Robbins or an equally high-ranking responsible management official, and, if the Union so desires, a Union representative.

LITTLE FOUNDATION FOR THE
REHABILITATION OF ALCOHOLICS
D/B/A ALINA LODGE
(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.nlr.gov.

20 Washington Place, 5th Floor, Newark, New Jersey 07102
(973) 645-2100, Hours: 8:30 a.m. to 5:00 p.m.

The Administrative Law Judge's decision can be found at [https://www.nlr.gov/case/ 22-CA-358049](https://www.nlr.gov/case/22-CA-358049) 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



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, (682) 703-7489.