

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 19**

**LEGACY EMANUEL HOSPITAL & HEALTH
CENTER d/b/a UNITY CENTER FOR
BEHAVIORAL HEALTH¹**

Employer

and

Case 19-RC-241339

OREGON NURSES ASSOCIATION

Petitioner

DECISION AND DIRECTION OF ELECTION

The Employer operates a psychiatric hospital located in Portland, Oregon, under the name Unity Center for Behavioral Health. Petitioner filed the instant petition seeking to represent a unit of registered nurses employed at the Unity Center facility for the purposes of collective bargaining. The Employer contends that Unity Center is part of a larger acute care hospital, and as such the petitioned-for unit impermissibly seeks to create a unit of less than all registered nurses in the acute care context. Alternatively, the Employer argues, if Unity Center is viewed as its own facility, the petitioned-for unit is not appropriate as Unity Center has been so effectively merged, or so functionally integrated, with its companion acute care hospital and other nearby facilities that Unity Center does not function as a separate entity.

A hearing officer of the Board held a hearing in this matter and the parties subsequently filed briefs with me. As explained below, based on the record and relevant Board law, I find that the petitioned-for unit is an appropriate unit.

1. THE EMPLOYER'S OPERATIONS

The Employer is part of the Legacy Health hospital system. Legacy Health is based in Portland, Oregon, and consists of six acute care hospitals in Oregon and Washington State, as well as numerous physician offices, clinics, laboratories and other non-acute facilities. One of the six acute care hospitals, Legacy Emanuel Hospital & Health Center, is located in Northeast Portland. Two additional large Legacy Health

¹ The Employer contends that the name that appears on the petition, "Unity Center for Behavioral Health," is incorrect, and that the proper name of the Employer is as it appears in the caption of this Decision. Although I note the record evidence is not consistent, the license for the facilities at issue refers to "Legacy Emanuel Medical Center," and "Unity Center for Behavioral Health – a service of Legacy Emanuel," I recognize that names may change over time and by context. Because the Employer is in the best position to represent the current name of the facility the name used here reflects the Employer's representation.

facilities, Randall Children's Hospital at Legacy Emanuel and Unity for Behavioral Health, are also at issue in the instant case.² Randall is immediately adjacent to Emanuel and shares the same address, while Unity is located approximately a mile away.

Emanuel is an acute care hospital, primarily serving adults, while Randall is an acute care hospital serving children. Unity provides mental or behavioral health services to adults and adolescents, including emergency psychiatric services. Approximately 195 registered nurses are employed at Unity. Emanuel and Randall employ approximately 1450 registered nurses.

Prior to 2017, Emanuel and Randall both had mental and behavioral health departments. Unity opened in 2017 as a collaboration to create a consolidated mental health treatment facility between four health networks operating in the Portland area: Legacy Health, Oregon Health Sciences University, Adventist, and Kaiser Permanente. To this end Legacy Health converted an existing property into Unity and adult and adolescent mental health services were relocated from Emanuel and Randall to the Unity facility. Similarly, several of the partner entities closed their mental health units in the area and their specialized staff, including nurses, were encouraged to apply for positions with Unity, and many were hired.

At least some of the collaborating entities continue to be actively involved in the operation of Unity. For example, most of the psychiatrists practicing at the facility are employed by Oregon Health Sciences University.

A. Central Control over Daily Operations and Labor Relations

Unity has three layers of control that impact on its daily operations; Unity itself, the larger Emanuel-Randall-Unity combination, and ultimately the Legacy Health system. Each layer exerts some impact on the daily operations of the employees in the petitioned for unit.

The first level consists of local control by management at Unity. Registered nurses at Unity report to first-line supervisors and managers at the facility, who in turn report to the chief nursing officer at Unity.³ First line managers and supervisors at Unity have the authority to hire, although they are assisted in doing so by Legacy Health resources such as recruitment, and applicants apply via a system shared by all of Legacy Health. Managers and supervisors within Unity evaluate and discipline employees in the petitioned-for unit, although again potentially with the assistance of Legacy Health resources such as labor relations consultants, described more fully

² In this decision "Legacy Health" refers to the overall Legacy Health system. "Legacy Emanuel" or "Emanuel" refers to the acute care center located at 2801 North Gantenbein Avenue. "Randall" refers to Randall Children's Hospital at Legacy Emanuel, located at the same address. "Unity" refers to Unity Center for Behavioral Health located at 1225 NE 2nd Avenue.

³ Registered nurses are the only classification at issue in this case, and as such any reference to "nurses" in this decision is referring to registered nurses only.

below. The record also demonstrates that charge nurses and nurse managers have significant decision-making authority regarding assigning nurses to specific areas and tasks as needed.

The parties dispute whether Unity has policies specific to its facility, or whether these are Legacy Health policies that only apply to Unity because of the care Unity provides. These included policies such as risk mitigation, certain security protocols, and restraint use. In either instance there is no evidence in the record of these policies applying at either Emanuel or Randall.

As noted, first line nursing managers and supervisors at Unity report to the chief nursing officer, who in turn reports to the president of Unity, the most senior manager located at the facility. Upper management at Unity has at times overlapped with management at Emanuel. From 2017, when Unity opened, until early 2019, the president of Emanuel also served as Unity's president, and similarly the chief nursing officer of Emanuel was the chief nursing officer of Unity. In early 2019 that structure was changed, and Unity currently has individuals in those positions who are responsible for only Unity.

The second level of control consists of functions that are shared by Unity with Emanuel and Randall. Some operational aspects of Unity are operated in conjunction with these nearby facilities; the housekeeping, dietary, and spiritual care departments are managed as a single entity between the three facilities, reporting to a single manager. This organization does not reflect total dependence by Unity on Emanuel and Randall, however, as, for example, Unity has its own food preparation services; those services are simply administratively organized in conjunction with Emanuel and Randall. Other departments are organized in a combination of only Emanuel and Randall. For example, Unity has its own pharmacy and patient access (admitting and registration) department, whereas Emanuel and Randall share a single pharmacy and patient access department.

The Emanuel-Randall-Unity level has some impact on the petitioned-for unit. Oregon law requires the Employer to maintain a nurse staffing committee. Unity representatives sit on this committee with representatives from Emanuel and Randall. This committee develops and approves staffing plans to ensure each facility can maintain safe nursing staffing levels. The Employer also maintains a 24-hour administrator on-call program, so that an administrator can always be reached in the event of a serious incident or if decision-making is needed. The pool of administrators performing this role draws from administrators at Emanuel, Randall, and Unity, and that individual is responsible for responding to emergencies at all three facilities.

Most of the evidence in the record regarding the Emanuel-Randall-Unity combination involves licensure, accreditation and other details of the Employer's organizational structure. It is not disputed that Joint Commission accredits Emanuel, Randall and Unity together for the Centers for Medicare and Medicaid Services, or that the Oregon Health Authority license for Emanuel includes Unity as one of four satellite

locations of the hospital. This licensing arrangement has an impact on how Emanuel, Randall and Unity operate in this regulated environment. For example, when Emanuel sought to add five beds at Unity these were considered an inter-hospital transfer from Emanuel to Unity, not an addition of beds to Unity. Further, when the Joint Commission found Unity was not in compliance with Centers for Medicare and Medicaid Services regulations Medicare reimbursement was at risk for all three facilities, not just Unity. The Employer further notes that it is possible to license a psychiatric hospital separately, but Unity was not licensed in this manner.

Finally, many terms and conditions of employment are established at the Legacy Health systemwide level, including wage levels and benefits. Administrative functions such as payroll and training are similarly operated or promulgated by Legacy Health and apply to all nurses employed in the system. Legacy Health also operates a resource pool that will provide qualified nurses to Unity when necessary, allowing the facility some flexibility with nurse scheduling.

Human resources support is also provided by Legacy Health. Approximately a dozen employee relations consultants are employed by Legacy Health. Employees in this classification are responsible for grievance handling with represented employees, collective bargaining negotiations, addressing the complaints of non-represented employees and investigating allegations of prohibited conduct. However, while the employee relations consultants are based at Emanuel, they are responsible for these functions across Legacy Health, not just at Emanuel, Randall, and Unity.

B. Similarity of Skills, Functions, and Working Conditions

Petitioner seeks to represent a unit of registered nurses at Unity and the Employer maintains the only appropriate unit must include additional registered nurses at Emanuel and Randall. As both groupings contain only registered nurses the employees at issue in each have significant similarities in their educational background, licensing, and have been trained to perform many of the same basic tasks.

Nurses at both Emanuel, Randall, and Unity perform patient assessments and patient care, but these differ in focus. At Emanuel and Randall, a nurse performs a head-to-toe assessment of the patient's physical condition, and will conduct routine practices such as checking vitals, providing medication, reviewing medical monitoring devices, and conducting patient education. Medical emergencies do occur, and nurses at Emanuel and Randall may also respond to various codes and perform lifesaving interventions with frequency determined by their department.

In contrast, nurses at Unity perform tasks that are focused on patient's mental health. They perform mental and behavioral health assessments that focus on issues such as suicide risk and the need for restraint and seclusion. Nurses at Unity also spend a significant amount of time talking to patients as a form of treatment. In performing these tasks, Unity nurses consider aspects of care not part of Emanuel or Randall nurse's daily routine, such as risk awareness (making certain that care

providers are not placed in a dangerous situation by patients) and preventing patients from fleeing. Nurses at Unity typically administer medication by an intramuscular injection, as compared to intravenously. The work environment is also dissimilar. Unity nurses are working in a large open room, where patients are present together without beds, unlike at Emanuel or Randall where patients would have a private room with a bed.

Nurses at Unity have specialized training in verbal de-escalation techniques and physical techniques to subdue individuals that may be a danger to themselves or others. Emanuel, Randall and Unity both have a "code gray," indicating a combative individual, but at Unity the nurses lead the response and security personnel assist, whereas at Emanuel security responds to such threats and nurses are uninvolved.

While they work in different environments, and are focused on different aspects of patient care, shared functions do exist between medical centers like Emanuel and Randall and a mental and behavioral health center like Unity. For example, while the medications will differ, nurses at both locations monitor and assess a patient's response to medication, and all nurses are involved in charting.

C. The Degree of Employee Interchange

The record demonstrates that, during a one-year period, of the 1450 nurses employed at Emanuel and Randall, 30 nurses worked shifts at Unity, about 2 percent. These nurses worked a total 57 shifts. The record demonstrates that a significant barrier to interchange exists in training and the difference in environments. Nurses at Emanuel and Randall, primarily trained and experienced in a certain type of nursing focused on the physical health of patients, are not able to simply cover a shift in a mental or behavioral health facility. The same is true for the Unity nurses regarding Emanuel and Randall. As a result, the record indicates the 57 shifts Emanuel and Randall nurses worked at Unity primarily involved a period when all medication counts at Unity required observers, a function separate from direct care. Of the 200 nurses employed at Unity, only 3 have worked a shift at Emanuel since the opening of Unity in 2017. The record does not indicate what type of work these nurses performed at Emanuel.

In a one-year period, over 90 nurses from the Legacy Health Resource Pool were assigned to work at Unity. These nurses have the behavioral and mental health training to function as direct caregivers at Unity. Because they are part of the Legacy Health resource pool they can be assigned to facilities other than Unity, but these resource pool nurses would not be assigned to Emanuel or Randall. Other nurses, with a background in medical nursing, would regularly be assigned to Emanuel and Randall.

There is no evidence in the record of permanent transfers between the facilities.

D. Distance between Locations

Unity is located one mile from Emanuel and Randall.

E. Bargaining History

There is no record evidence of past bargaining history involving nurses at Emanuel, Randall, or Unity. The record also does not indicate registered nurses are represented by Petitioner or another labor organization at any other Legacy Health facilities. A separate labor organization does represent a bargaining unit of employees in the patient access and dietary departments, and another labor organization represents pharmacy employees. These bargaining units consist of employees at Emanuel, Randall and Unity in a single bargaining unit.

Petitioner introduced evidence that, at least in the late 1980's and early 1990's, it represented a unit of registered nurses at the building that now houses Unity. That facility, a non-psychiatric hospital, ceased operations some time before Unity opened in 2017.

2. BOARD LAW

The Board has long held that a petitioned-for single-facility unit is presumptively appropriate, unless it has been so effectively merged or is so functionally integrated that it has lost its separate identity. The party opposing the single-facility unit has the heavy burden of rebutting its presumptive appropriateness. To determine whether the single-facility presumption has been rebutted, the Board examines (1) central control over daily operations and labor relations, including the extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the distance between locations; and (5) bargaining history, if any exists. See, e.g., *Trane*, 339 NLRB 866 (2003); *J & L Plate, Inc.*, 310 NLRB 429 (1993).

As a threshold matter I note that the Employer's primary argument in this case is that Emanuel, Randall, and Unity constitute a single-facility, that facility is an acute care hospital, and accordingly the Board's "Health Care Rule" dictates the only appropriate bargaining unit constitutes "all registered nurses" at Emanuel, Randall, and Unity. 30 C.F.R. § 103.30(a)(1). Under the Employer's theory it does not have the burden to overcome the single-facility presumption because the unit it contends is appropriate is employed at a single "facility," a facility consisting of Emanuel, Randall, and Unity. Petitioner contends that it is Unity that is the single facility, and that a Emanuel-Randall-Unity combination is multi-facility in nature.

I do not find a basis in the cases cited by the Employer, or Board law more generally, for analyzing the case in the manner the Employer suggests. The Board has repeatedly recognized in the health care context that multiple, physically separate

buildings function as one, and the Employer cites to many such examples, including *West Jersey Health System*, 293 NLRB 749, 751 (1989), *Stormont-Vail Healthcare, Inc.*, 340 NLRB 1205 (2003), and *St. Luke's Health System, Inc.*, 340 NLRB 1171, 1172 (2003). However, in each instance the Board considered the applicability of the single-facility presumption and found, in *West Jersey* and *St. Luke's*, the facilities had become so effectively merged or functionally integrated as to have lost their separate identity, overcoming the presumption. In *Stormont-Vail* the Board considered the Regional Director's application of the presumption and found it misplaced as both parties argued in favor of a bargaining unit at multiple facilities.⁴ The Board did not, in considering these integrated health care campuses, reclassify the multiple buildings within each a single "facility" in the manner the Employer suggests.

In reaching the conclusion that the single-facility unit sought is appropriate, I rely on the following analysis and record evidence.

A. Central Control over Daily Operations and Labor Relations

The Board has made clear that "the existence of even substantial centralized control over some labor relations policies and procedures is not inconsistent with a conclusion that sufficient local autonomy exists to support a single local presumption." (citations omitted) *California Pacific Medical Center*, 357 NLRB No. 21, slip op. at 2 (2001). Thus, "centralization, by itself, is not sufficient to rebut the single-facility presumption where there is significant local autonomy over labor relations. Instead, the Board puts emphasis on whether the employees perform their day-to-day work under the supervision of one who is involved in rating their performance and in affecting their job status and who is personally involved with the daily matters which make up their grievances and routine problems." (citations omitted) *Hilander Foods*, 348 NLRB 1200, 1203 (2006). Therefore, the primary focus of this factor is the control that facility-level management exerts over employees' day-to-day working lives.

The Employer has introduced significant evidence regarding control over Unity by the Legacy Health system, including how many terms and conditions of employment, wages and benefits are set by Legacy Health, Unity follows Legacy Health policies, and Legacy Health supports critical labor relations aspects such as hiring. However, the Employer is not claiming that a systemwide or employer-wide unit - all registered nurses at all Legacy Health facilities - is the only appropriate unit. Instead, it asserts that a different subset of Legacy Health facilities, Emanuel-Randall-Unity, is the only appropriate combination. As such, I do not find that the evidence of central control over daily operations at the systemwide level is the proper inquiry regarding this factor, and I do not find that this evidence supports the Employer's argument.

⁴ In *Stormont-Vail* the parties stipulated that "four connected central inpatient acute care hospital building with a single address" constituted a single building. Id. at 1205. Here, no stipulation regarding Emanuel-Randall-Unity exists, and indeed it is the central dispute between the parties.

The record does indicate significant control over daily operations exists at the facility level. First line supervisors and managers at Unity assign nurses to their work on a given shift, evaluate those employees, and can discipline nurses. The record also indicates that first level supervisors, charge nurses, and nurses themselves resolve staffing and work assignment issues in a work environment that is fluid and presents unpredictable demands.

In contrast, there is minimal evidence that decisions made at the Emanuel-Randall-Unity level impact daily operations at Unity. The staffing committee addresses how to maintain safe staffing practices, but the committee does not appear to have any actual control on staffing levels. The record indicates staffing levels are a business decision made at the Legacy Health level. Similarly, the committee does not have any control on the assignment of nurses once they are working, as the record indicated these decisions, how the available nursing resources available at any given time will be utilized, are made at the Unity level. Other evidence of Emanuel-Randall-Unity decision making, such as an administrator on-call making decisions that impact on nurses at Unity, appears limited.

On balance I do not find the minimal evidence of control over daily operations and labor relations at the Emanuel-Randall-Unity level supports overcoming the single-facility presumption.

B. Similarity of Skills, Functions, and Working Conditions

The similarity or dissimilarity of work, qualifications, working conditions, wages and benefits among employees at the facilities the Employer contends should be in the unit has some bearing on determining the appropriateness of the single-facility unit. However, this factor is less important than whether individual facility management has autonomy and whether there is substantial interchange. See, for example, *Dattco, Inc.*, 338 NLRB 49, 51 (2002) ("This level of interdependence and interchange is significant and, with the centralization of operations and uniformity of skills, functions and working conditions is sufficient to rebut the presumptive appropriateness of the single-facility unit.")

As noted, all employees at issue are registered nurses, and as such share similar educational backgrounds and some skills. Similarly, all are employees of Legacy Health system, and have some similarities in their employment based on this. However, in addition to working at geographically separate facilities, nurses at the facilities in dispute work in very different environments using different skills. Emanuel and Randall nurses work in a medical environment where they are focused on, and care for, the physical health of the patient. This role shapes almost all their functions, whether administering medication via an intravenous drip or recording the output of a heart monitor. This contrasts with the behavioral and mental health focus of the Unity nurses. They are much more focused on talking with patients, and their work environment lacks the medical monitoring equipment that is so central to nursing work at Emanuel and Randall.

While I recognize that some similar functions exist between the nurses at Emanuel, Randall, and Unity, such as charting, I find that due to the fundamental difference in the type of work performed this factor does not support overcoming the single-facility presumption.

C. The Degree of Employee Interchange

Employee contact is considered interchange where a portion of the work force of one facility is involved in the work of another facility through temporary transfer or assignment of work. However, a significant portion of the work force must be involved and the work force must be actually supervised by the local branch to which they are not normally assigned in order to meet the burden of proof on the party opposing the single-facility unit. *New Britain Transportation Co.*, 330 NLRB 397, 398 (1999). For example, the Board found that interchange was established and significant where during a 1-year period there were approximately 400 to 425 temporary employee interchanges among three terminals in a workforce of 87 and the temporary employees were directly supervised by the terminal manager from the terminal where the work was being performed. *Dayton Transport Corp.*, 270 NLRB 1114 (1984). On the other hand, where the amount of interchange is unclear both as to scope and frequency because it is unclear how the total amount of interchange compares to the total amount of work performed, the burden of proof is not met, including where a party fails to support a claim of interchange with either documentation or specific testimony providing context. *Cargill, Inc.*, 336 NLRB 1114 (2001); *Courier Dispatch Group*, 311 NLRB 728, 731 (1993). Also important in considering interchange is whether the temporary employee transfers are voluntary or required, the number of permanent employee transfers, and whether the permanent employee transfers are voluntary. *New Britain Transportation Co.*, supra.

Here, the record does not establish that a significant portion of the work force works among the facilities which the Employer contends must be in the unit. In this regard, I note that the record evidence relevant to this inquiry is the number of Emanuel and Randall nurses working at Unity or vice-versa. The assignment of resource pool nurses to each facility is not relevant unless the same resource pool nurses were assigned to both Emanuel-Randall and Unity, and they are not. Accordingly, given the very small amount of interchange I do not find this factor weighs in favor of overcoming the single-facility presumption.

D. Distance between Locations

While significant geographic distance between locations is normally a factor in favor of a single-facility unit, it is less of a factor when there is evidence of regular interchange between the locations, and when there is evidence of centralized control over daily operations and labor relations with little or no local autonomy, particularly when employees at the facilities otherwise share skills duties, and other terms and conditions of employment, as well as are in contact with one another. *Trane*, supra at 868.

As stated above, the facilities in dispute in this matter are one mile apart. In my view, in light of the lack of regular interchange, minimal control at the Emanuel-Randall-Unity level, and dissimilar working environments, I find the one-mile distance between Unity and Emanuel and Randall to be at best a neutral factor.

E. Bargaining History

I do not find the existence of collective bargaining agreements involving other classifications of employees, or of the nurses at the facility before it was Unity, are particularly relevant to this inquiry. The record here indicates an absence of bargaining history in the petitioned-for unit. The absence of bargaining history is a neutral factor in the analysis of whether a single unit facility is appropriate. *Trane*, supra at 868, fn. 4. Thus, the fact that there is no bargaining history in this matter involving nurses employed by the Employer does not support nor does it negate the appropriateness of the unit sought by Petitioner.

3. CONCLUSION

I find that the single-facility presumption has not been rebutted. While evidence exists of centralized control at the Legacy Health level that is not the combination the Employer argues is the only appropriate formulation, and there is significant local autonomy over operations and labor relations. Unity has its own managerial and supervisory staff that makes assignments and supervises work. Further, interchange between the two facilities is neither regular nor substantial as the record shows only a few, uncommon instances of interchange between the two facilities. Finally, nurses at Unity work in a different environment from those at Emanuel and Randall, and their functions are not similar.

Given the above, the mere fact that the employees at the facilities are all registered nurses, and the facilities are located one-mile apart, does little to rebut the presumption that the nurses at Unity, and those nurses alone, make up an appropriate bargaining unit. Therefore, I find that the Employer has failed to meet its burden of showing that employees at Emanuel, Randall, and Unity must be treated as a single unit.

Based upon the entire record in this matter and in accordance with the discussion above, I conclude and find as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.⁵

3. The Petitioner is a labor organization within the meaning of Section 2(5) of the Act and claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

5. The following employees of the Employer constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and regular part-time registered nurses employed by the Employer at Unity Center for Behavioral Health.

Excluded: All other employees, guards, and supervisors as defined by the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by Oregon Nurses Association.

A. Election Details

The election will be held on June 19, 2019, from 6:00 a.m. to 8:30 a.m., 11:30 a.m. to 2:30 p.m., and 6:00 p.m. to 8:30 p.m. at Unity Center for Behavioral Health, 1225 NE 2nd Ave. Portland, Oregon.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **June 8, 2019** including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

⁵ The Employer, a State of Oregon corporation, with an office and place of business in Portland, Oregon, is engaged in the business of operating an acute care hospital and ambulatory care clinics. Within the past twelve months, the Employer has received gross revenues in excess of \$500,000, and purchased and received at its Portland, Oregon, facility, goods valued in excess of \$50,000 directly from suppliers located outside the State of Oregon.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **June 14, 2019**. The list must be accompanied by a certificate of service showing service on all parties. **The region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer

may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution.

Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

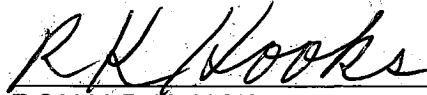
RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: June 12, 2019.

A handwritten signature in black ink, appearing to read "RK Hooks", is written over a horizontal line.

RONALD K. HOOKS
REGIONAL DIRECTOR,
NATIONAL LABOR RELATIONS BOARD
REGION 19
915 2nd Ave, Suite 2948
Seattle, WA 98174-1006



United States of America
National Labor Relations Board
NOTICE OF ELECTION



19-RC-241339

PURPOSE OF ELECTION: This election is to determine the representative, if any, desired by the eligible employees for purposes of collective bargaining with their employer. A majority of the valid ballots cast will determine the results of the election. Only one valid representation election may be held in a 12-month period.

SECRET BALLOT: The election will be by SECRET ballot under the supervision of the Regional Director of the National Labor Relations Board (NLRB). A sample of the official ballot is shown on the next page of this Notice. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering will not be permitted at or near the polling place. Violations of these rules should be reported immediately to an NLRB agent. Your attention is called to Section 12 of the National Labor Relations Act which provides: ANY PERSON WHO SHALL WILLFULLY RESIST, PREVENT, IMPEDE, OR INTERFERE WITH ANY MEMBER OF THE BOARD OR ANY OF ITS AGENTS OR AGENCIES IN THE PERFORMANCE OF DUTIES PURSUANT TO THIS ACT SHALL BE PUNISHED BY A FINE OF NOT MORE THAN \$5,000 OR BY IMPRISONMENT FOR NOT MORE THAN ONE YEAR, OR BOTH.

ELIGIBILITY RULES: Employees eligible to vote are those described under the VOTING UNIT on the next page and include employees who did not work during the designated payroll period because they were ill or on vacation or temporarily laid off, and also include employees in the military service of the United States who appear in person at the polls. Employees who have quit or been discharged for cause since the designated payroll period and who have not been rehired or reinstated prior to the date of this election are *not* eligible to vote.

SPECIAL ASSISTANCE: Any employee or other participant in this election who has a handicap or needs special assistance such as a sign language interpreter to participate in this election should notify an NLRB Office as soon as possible and request the necessary assistance.

PROCESS OF VOTING: Upon arrival at the voting place, voters should proceed to the Board agent and identify themselves by stating their name. The Board agent will hand a ballot to each eligible voter. Voters will enter the voting booth and mark their ballot in secret. **DO NOT SIGN YOUR BALLOT.** Fold the ballot before leaving the voting booth, then personally deposit it in a ballot box under the supervision of the Board agent and leave the polling area.

CHALLENGE OF VOTERS: If your eligibility to vote is challenged, you will be allowed to vote a challenged ballot. Although you may believe you are eligible to vote, the polling area is not the place to resolve the issue. Give the Board agent your name and any other information you are asked to provide. After you receive a ballot, go to the voting booth, mark your ballot and fold it so as to keep the mark secret. **DO NOT SIGN YOUR BALLOT.** Return to the Board agent who will ask you to place your ballot in a challenge envelope, seal the envelope, place it in the ballot box, and leave the polling area. Your eligibility will be resolved later, if necessary.

AUTHORIZED OBSERVERS: Each party may designate an equal number of observers, this number to be determined by the NLRB. These observers (a) act as checkers at the voting place and at the counting of ballots; (b) assist in identifying voters; (c) challenge voters and ballots; and (d) otherwise assist the NLRB.



United States of America
National Labor Relations Board
NOTICE OF ELECTION



VOTING UNIT

EMPLOYEES ELIGIBLE TO VOTE:

Those eligible to vote are: All full-time and regular part-time registered nurses employed by the Employer at Unity Center for Behavioral Health who were employed during the payroll period ending June 8, 2019.

Also eligible to vote are all employees in the unit who have worked an average of four (4) hours or more per week during the 13 weeks immediately preceding the eligibility date for the election.

EMPLOYEES NOT ELIGIBLE TO VOTE:

Those not eligible to vote are: All other employees, guards, and supervisors as defined by the Act.

DATE, TIME AND PLACE OF ELECTION



| | | |
|--------------------------|---|---|
| Wednesday, June 19, 2019 | 6:00 AM to 8:30 AM <u>and</u> 11:30 AM to 2:30 PM <u>and</u> 6:00 PM to 8:30 PM | Unity Center for Behavioral Health 1225 NE 2nd Ave Portland, OR |
|--------------------------|---|---|



United States of America
National Labor Relations Board
NOTICE OF ELECTION



EMPLOYEES ARE FREE TO VOTE AT ANY TIME THE POLLS ARE OPEN.

| | | | | |
|--|--|--|---|---|
|  | <p>UNITED STATES OF AMERICA National Labor Relations Board 19-RC-241339</p> <p>OFFICIAL SECRET BALLOT</p> <p>For certain employees LEGACY EMANUEL HOSPITAL & HEALTH CENTER d/b/a UNITY CENTER FOR GENERAL HEALTH</p> <p>Do you wish to be represented for purposes of collective bargaining by OREGON NURSES ASSOCIATION?</p> <p>MARK AN "X" IN THE SQUARE OF YOUR CHOICE</p> <table border="1"><tr><td><p>YES</p><input type="checkbox"/></td><td><p>NO</p><input type="checkbox"/></td></tr></table> | <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> |  |
| <p>YES</p> <input type="checkbox"/> | <p>NO</p> <input type="checkbox"/> | | | |
| <p>DO NOT SIGN THIS BALLOT. Fold and drop in the ballot box.</p> <p>If you spoil this ballot, return it to the Board Agent for a new one.</p> <p>The National Labor Relations Board does not endorse any choice in this election. Any markings that you may see on any sample ballot have not been put there by the National Labor Relations Board.</p> | | | | |



United States of America
National Labor Relations Board
NOTICE OF ELECTION



RIGHTS OF EMPLOYEES - FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose representatives to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities
- In a State where such agreements are permitted, the Union and Employer may enter into a lawful union-security agreement requiring employees to pay periodic dues and initiation fees. Nonmembers who inform the Union that they object to the use of their payments for nonrepresentational purposes may be required to pay only their share of the Union's costs of representational activities (such as collective bargaining, contract administration, and grievance adjustment).

It is the responsibility of the National Labor Relations Board to protect employees in the exercise of these rights.

The Board wants all eligible voters to be fully informed about their rights under Federal law and wants both Employers and Unions to know what is expected of them when it holds an election.

If agents of either Unions or Employers interfere with your right to a free, fair, and honest election the election can be set aside by the Board. When appropriate, the Board provides other remedies, such as reinstatement for employees fired for exercising their rights, including backpay from the party responsible for their discharge.

The following are examples of conduct that interfere with the rights of employees and may result in setting aside the election:

- Threatening loss of jobs or benefits by an Employer or a Union
- Promising or granting promotions, pay raises, or other benefits, to influence an employee's vote by a party capable of carrying out such promises
- An Employer firing employees to discourage or encourage union activity or a Union causing them to be fired to encourage union activity
- Making campaign speeches to assembled groups of employees on company time, where attendance is mandatory, within the 24-hour period before the polls for the election first open or the mail ballots are dispatched in a mail ballot election
- Incitement by either an Employer or a Union of racial or religious prejudice by inflammatory appeals
- Threatening physical force or violence to employees by a Union or an Employer to influence their votes

The National Labor Relations Board protects your right to a free choice.

Improper conduct will not be permitted. All parties are expected to cooperate fully with this Agency in maintaining basic principles of a fair election as required by law.

Anyone with a question about the election may contact the NLRB Office at (503)326-3085 or visit the NLRB website www.nlrb.gov for assistance.