Labor unions in the healthcare industry have been much in the news of late, particularly the emergence of large and well-funded nursing unions. There is a sense of urgency among nursing unions to organize nurses in large numbers, as well as an increased push to organize other groups of healthcare workers. What is the impact of this increased organizing activity within the healthcare industry? Beyond the obvious answer of unions’ desire to rebuild ailing labor unions and increase dues revenue, in order to fully answer these questions, it is important to understand both the past and the current labor relations landscape. This article will provide an overview of the application of labor law in the healthcare industry and a practical discussion of the changes businesses will face if their workforce becomes unionized.

I. Labor Relations 101

Traditionally, people think of unions as the champions of the blue-collar worker in the manufacturing setting. The service industry has outgrown the manufacturing industry, which means the focus of union organizing activity has shifted as well.

For the healthcare industry, the origin of this “shift” dates back to 1967 when the National Labor Relations Board (NLRB) first recognized the right of hospital workers to join unions and participate in collective bargaining with their employers. In 1974, Congress amended the National Labor Relations Act (NLRA) to cover both for-profit and nonprofit healthcare institutions under the provisions and restrictions of the NLRA.
The NLRA gives employees certain rights including: (1) the right to form, join or assist labor organizations (i.e. unions); (2) the right to collective bargaining; (3) the right to engage in concerted activity with their co-workers for their mutual benefit or protection; and (4) the right to refrain from participating in union activities. These rights, combined with the fact that hospitals are subject to the NLRA, make it possible for healthcare workers to join unions.

A. Appropriate Bargaining Units

A bargaining unit is defined as “a grouping of two or more employees aggregated for the assertion of organizational rights or for collective bargaining.” Unions may become certified when a majority of workers in the appropriate bargaining unit seek union representation. In determining what is an appropriate bargaining unit, the NLRB considers similarity of skills, work hours, wages and working conditions as well as the desires of the employees, bargaining history and the extent of union organization.

In the healthcare industry, the appropriate bargaining unit is often a topic for debate. In acute care hospitals, there are, with rare exceptions, only eight presumptively appropriate bargaining units: (1) registered nurses; (2) physicians; (3) all professionals except for registered nurses and physicians; (4) technical employees; (5) skilled maintenance employees; (6) business office clerical employees; (7) guards; (8) all nonprofessional employees, except for technical employees, skilled maintenance employees, business office clerical employees and guards. In all other healthcare facilities, the NLRB considers the “community of interest” and determines appropriate bargaining units on a case-by-case basis. The recognition of these distinct, separate units in the hospital has made it easier for groups of employees to organize. For example, if the NLRB determined that a broader group of employees still has a sufficient “community of interest” to constitute an appropriate unit, then nurses would arguably have a more difficult time generating the requisite support for a union when lower paid, less skilled employees do not have the same concerns or interests as the nurses.

In *Boston Medical Center Corp.*, a significant decision in this industry that directly impacts the determination of an appropriate bargaining unit, the NLRB overruled its prior decisions and held that interns, residents, and fellows were employees and, therefore, could engage in collective bargaining and select a labor organization to represent them. Previously, this category was excluded because the role was considered to be primarily that of a student, not an employee.

In public service or government facilities, the rules regarding the appropriate bargaining unit may differ. Such facilities are generally subject to state laws which will vary with respect to the determination of appropriate bargaining units, and, thus, the NLRB’s community of interest rules would not apply. For example, in New York, the Public Employees’ Fair Employment Act permits government employees to organize and requires public employers to enter into agreements with the union. Government employers include public benefit corporations which encompass certain hospitals in the state of New York. Because the Public Employees’ Fair Employment Act does not have the same rules as the NLRA, bargaining units at public hospitals in New York may be composed of multiple disciplines and professions as opposed to those specifically enumerated in the NLRA rules.

Of course, American labor law specifically excludes supervisors from the bargaining unit. A supervisor is defined as “any individual having authority, in the interest of the employer, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if in the 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.” Several courts have wrestled with this definition when determining whether a charge nurse may be a member of a bargaining unit. In *NLRB v. Health Care & Retirement Corp.*, an employer was accused of committing an unfair labor practice by disciplining four LPNs for engaging in union activity. The NLRB had found that the
only discretion exercised by the LPNs was in the interest of patient care, not in the interest of the employer, and they were not, therefore, supervisors. The employer argued that the LPNs were supervisors, because they were responsible for ensuring adequate staffing, assigning work and evaluating the work performance of and issuing discipline to nurses’ aides. The United States Supreme Court rejected the NLRB’s distinction between acts taken in connection with patient care and acts taken in the interest of the employer, and it concluded the LPNs were supervisors.

A few years later in *NLRB v. Kentucky River Community Care, Inc.*, the Supreme Court reviewed the NLRB’s order requiring a mental health care facility to bargain with RNs, whom the employer contended were supervisors. The NLRB ruled that, while the RNs exercised discretion with respect to the supervisory acts identified by the NLRA, their “independent judgment” was “ordinary professional or technical judgment in directing less-skilled employees to deliver services.” Thus, according to the NLRB, the RNs were not “supervisors.” The Supreme Court rejected this limitation and refused to enforce the NLRB’s order requiring the health care facility to bargain with the RNs.

In *Oakwood Healthcare, Inc.*, the NLRB determined that, while regular charge nurses at an acute care hospital were supervisors, the “rotating” charge nurses were not supervisors. The NLRB noted that when an individual spends a regular and substantial portion of his work time performing supervisory functions, he is a supervisor and exempt from the NLRA. (The NLRB will generally find supervisory status where the individual serves in a supervisory role for at least 10 to 15 percent of his total work time, though there is no strict numerical definition.) In *Oakwood*, the facility did not have an established pattern or predictable schedule for when and how often RNs take turns in working as charge nurses. The regular charge nurse worked 10 out of 14 days in a pay period. On the four days the charge nurse was off, other nurses would assume the role of charge nurse. The hospital did not have a designated method for choosing the RN that would rotate into the charge nurse position. In the absence of any showing of regularity, the NLRB determined that the rotating charge nurses’ supervisory duties were not a substantial part of their work time, and therefore, they were properly included in a bargaining unit of nurses.

**B. The Election and Campaign Process**

In order to be represented by a union, the employees seeking representation generally sign a petition or authorization cards indicating their interest in union representation. The NLRB then determines if there is a sufficient showing of interest in an appropriate unit. The NLRB requires that 30 percent of the workers express interest. Signing the petition or the authorization card does not mean that the worker must vote for the union in a subsequent election. A company may voluntarily recognize a union when a majority of the workers within an appropriate bargaining unit expresses interest in union representation. Under these circumstances, if requested the NLRB will certify a union as the exclusive bargaining representative of the employees within the bargaining unit. In the absence of voluntary recognition, the NLRB will hold a secret-ballot election in which the employees in the particular bargaining unit are eligible to vote on whether they want to be represented by a union. If a majority of the employees in the unit who vote cast their ballots in favor of union representation, then the NLRB will certify the union as the exclusive bargaining representative.

The election process could change if Congress enacts labor-friendly legislation. The Employee Free Choice Act (EFCA) has garnered much attention from employers and unions. EFCA has lost momentum since it was introduced as a bill, but labor reform remains a top priority for some lawmakers and organized labor. EFCA in its most recent form would have taken away the secret ballot election so that if a majority of employees in a bargaining unit indicate approval of a union election on a card or petition, this would effectively be a vote for the union. Generally speaking, unions favor this type of legislation.
in part because the absence of secret-ballot elections will increase the likelihood of union success. By the same token, businesses are not in favor of this type of legislation in part because a union could organize the employees without any notice whatsoever to the employer. There have long been talks of compromise indicating that some type of legislation to amend the NLRA could still emerge. The prospect of EFCA being passed in some iteration could also change the landscape of the campaign process as we currently know it. Currently, employers are put on notice of union organizing activity when a representation petition has been filed (if the employer has not already caught wind of the organizing efforts). The short period of time between the filing of the petition and the date of the election (usually an average of 42 days) is the campaign period. As discussed above, the concern is that legislation similar to EFCA would eliminate this campaign period because by the time an employer had notice of union organizing the union is likely to have secured a sufficient showing of interest.

During a union campaign, both the employer and union must be careful that they do not engage in conduct that may interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the NLRA. So what conduct can employers and unions lawfully engage in during a campaign? Both sides can convey their respective messages through literature and campaign paraphernalia (i.e. buttons, t-shirts, etc.) Employers can discuss the disadvantages of having a unionized workforce, compare their compensation and benefits with union shops and other employers, solicit employee grievances as long as there is no promise to remedy the grievance, and correct any untrue statements made by the union. Employers also can attempt to curb union campaign activity by enforcing non-solicitation and non-distribution policies. Conversely, a union may offer to reduce dues or waive fees if such offer is unconditional, unambiguous and applicable to all employees.

During a pre-election campaign, employers may not punish or reward employees based on their pro-union or anti-union activities unless the conduct violates legal policies and procedures, makes threats (“We will close the plant if the union wins the election.”), conduct polls or surveys of employees’ support for union, make promises (“You will get a raise or promotion if you vote against the union.”), and conduct surveillance of employees, including videotaping and photographing employees. Employers cannot lawfully prohibit the wearing of union buttons and insignia absent “special circumstances” justifying the restriction. Much like employers, unions also are prohibited from threatening non-supporters and from unexplained photographing or videotaping of employees.

Having well-established policies concerning solicitation and distribution in the workplace is critical to combating the threat of union organization. However, if such policies do not exist or have not been consistently enforced prior to union organizing, then an employer may not adopt or attempt to enforce such policies in order to deter union activity. The key with regard to the enforcement of any non-solicitation and non-distribution policy is ensuring that the policy is applied in a non-discriminatory manner.

An employer may prohibit solicitation and distribution during working time. Distribution of literature may be further restricted to work areas. These restrictions must apply to solicitation and distribution of any nature, not just union activity. Solicitation can occur, however, during non-working time such as breaks, lunch, or before and after a shift. Similarly, distribution of literature can occur during nonworking time and in nonwork areas. A prohibition against solicitation and distribution by off-duty employees is permitted only where the employer’s policy restricts the off-duty employees’ access.

The prospect of EFCA being passed in some iteration could also change the landscape of the campaign process as we currently know it.
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to working areas or the inside of the facility and such policy has been clearly disseminated to employees and consistently enforced against any off-duty employee seeking access, not just against those engaged in union activity. Generally, an employer cannot prohibit off-duty employees from soliciting and distributing outside the facility in parking lots or other nonworking areas. Moreover, a policy that prohibits an employee from “loitering” after working hours is likely unlawful.37

E-mail serves as an important tool for communication in the healthcare industry. This is particularly true for communication between employees on different shifts or in different facilities operated by the same business. While it is permissible for healthcare companies to limit e-mail usage for business-related communication only, selectively enforcing the policy can violate the LMRA.48 Unions will use e-mail as a method of communication because it is an efficient and effective way to reach employees. Employers need a clear e-mail communication policy that limits solicitation and other non-business related e-mails, and the employer must uniformly discipline employees who violate the policy.

Unions are not only targeting healthcare workers but they are also appealing to patients and the patient’s families. In healthcare facilities, employers can restrict solicitation and distribution in “immediate patient care areas,” such as operating rooms, patient rooms and treatment rooms.49 A hospital also may restrict non-employees from entering the property and communicating with patients or their families.50 On the other hand, hospital employees are generally permitted to solicit and distribute to patients and their families during nonworking time and outside of patient care areas.

C. Negotiations Between the Union and the Company

Once a union is certified, then it is the exclusive representative of the appropriate bargaining unit, for example, the nurses.51 This means that only the union may negotiate with the healthcare facility regarding nurses’ rates of pay, wages, hours of employment and other conditions of employ-

II. The Current Union Landscape

In February 2009, three nurses unions representing nearly 150,000 nurses announced plans to merge and form the largest nurses’ union to date.52 The United American Nurses (“UAN”), the California Nurses Association (“CNA”), and the Massachusetts Nurses Association (“MNA”) formed a “Super Union” known as the National Nurses United. (“NNU”) on December 7, 2009 in Phoenix, Arizona.53 The focus of the NNU is to engage in widespread organizing as “a substantial majority of the budget shall be dedicated to new organizing;”54 create a national Taft-Hartley pension plan for union registered nurses, and emphasize protecting and expanding
the rights of registered nurses, including promoting the passage of National Nursing Shortage Reform and Patient Advocacy Act.59

Just two months after the announcement of the “Super Union”, six state nurses associations that were formerly affiliated with the UAN announced the formation of a new national nurses’ labor federation – the National Federation of Nurses (“NFN”).60 This union represents approximately 70,000 registered nurses in various states including New Jersey, New York, Ohio, Montana, Oregon and Washington.61 The NFN stated that it will differ from the NNU in that each state affiliate will be autonomous and may voluntarily join the national organization.62 According to NFN literature, the sole purpose of NFN is “to provide support, education and assistance to nursing labor organizations (NLOs) who represent RNs for collective bargaining.”63 Similar to the NNU, the NFN also supports pension reform and workplace protections.64

The Service Employees International Union (“SEIU”) has over 2 million members and represents a variety of service employees, including healthcare workers.65 Of the 2 million plus members, nearly half are in the healthcare industry with 110,000 nurses and 40,000 physicians.66 In March 2009, the SEIU and the CNA announced a cooperation agreement in an effort to unionize healthcare workers and step up efforts to enact the EFCA.67 The two unions have vowed to refrain from “raiding” each other’s members.68 The agreement between the two rival unions has been referred to as a “truce.”69 However, SEIU president Andy Stern has said that it is more than a truce: “[i]t’s really trying to establish a partnership at a moment of profound change in our country.” According to the CNA, it will be the leading voice for RNs and SEIU the leading voice for all other hospital workers70 though the SEIU certainly has a strong contingency of nurses under its umbrella.

At least one union, the National Union of Healthcare Workers (“NUHW”), is not joining forces with the SEIU to organize healthcare workers. Expelled from office by SEIU President Andy Stern, these former Executive Board mem-

bers and Stewards of SEIU United Healthcare Workers-West (“SEIU-UHW”)71 formed their own independent union on January 28, 2009 and are hoping to attract non-unionized healthcare workers as well as healthcare workers who are currently being represented by the SEIU.72 NUHW purports to advance the practices and principles of SEIU-UHW and seeks to restore effective representation for SEIU-UHW members who are under the “dictatorial control of SEIU’s appointed trustees.”73

III. The Impact on Healthcare

The answer to the question “why the hype” is really quite simple – the current White House administration. Rose Ann DeMoro’s, now the executive director of National Nurses United comment says it all: “the Obama administration has certainly been a shot in the arm. . . .” for the ailing labor unions.74 President Obama received tremendous support from organized labor during his campaign and is expected to support union-friendly legislation throughout his presidency, though his support of organized labor took a back seat to healthcare reform and the economy. In fact, the day of his inauguration President Obama took a major step toward returning the support from organized labor with the appointment of Wilma B. Liebman as Chairman of the NLRB. Ms. Liebman was first appointed to the Board in November 1997 by former President Bill Clinton.75 Ms. Liebman replaces Peter Carey Schaumber as Chairman. Mr. Schaumber expired term on August 27, 2010.76 He was serving in his second term on the Board, having been appointed by former President George W. Bush in September 2005.77 President Obama nominated Craig Becker (Democrat), Mark Gaston Pearce (Democrat) and Brian Hayes (Republican) to the three remaining Board seats. On June 22, 2010, the Senate confirmed Hayes and Pearce, but Becker was not confirmed. Becker is currently on the Board filling a recess appointment by President Obama which is set to expire in December 2011. Controversy ensued over the nomination of Becker who served as Associate General Counsel to both the SEIU and the AFL-
CIO when Senator John McCain threatened to place a hold on Becker’s nomination.

Even more significant is the support President Obama has received from the unions on health-care reform. Last year, DeMoro said, “we’re going to be pushing the Obama administration to implement the most progressive health-care reform imaginable, which is universal health care, the highest standard of care for all patients.” There can be little doubt that unions will continue to turn up the heat on passage of labor reform.

Once employees organize, then the landscape at the healthcare facility will change. At non-union facilities, people often refer to the human resources function as “employee relations.” In a union facility, the nomenclature is usually “labor relations.” This seemingly insignificant difference actually points out the most fundamental change a healthcare facility will experience when it goes from non-union to union – it stops dealing directly with employees and begins dealing indirectly with employees through a labor union. Thus, the relationship between individual employees and the employer is no longer the measuring stick for determining whether a company is a good employer. Instead, the relationship between the union and the company is the determinative factor.

The unions’ interest is in all of the employees collectively, not each individual employee. Collective bargaining by its very nature involves negotiating the needs of the workforce as a whole. Instead of individual agreements with each employee, there is one contract that applies to all of the employees in a bargaining unit. This is a fundamental change, particularly when the bargaining unit consists of physicians who often negotiate individual contracts with the employer.

If your healthcare company operates multiple facilities, then you may discover that the union organization of one facility will have a ripple effect. Once one facility becomes organized, then the union may very well seek to represent employees in other facilities. Because campaigns often involve an inordinate amount of time and resources, a company may consider entering into a neutrality agreement with the union which requires the company to remain neutral during the union’s organizing activities. A divided workforce can pose an extreme hardship on a healthcare facility, so an agreement to work cooperatively may be a good business decision. A company may also voluntarily recognize a union without an election, though under the current law, an election is the only way to be certified by the NLRB.

Why would a company enter into a neutrality agreement with or voluntarily recognize a union? There are several reasons. A plausible scenario is one in which the company has a good working relationship with a union in a particular facility. A different union may be attempting to organize another facility. The company would rather work with the union with which it is already familiar. Also, the negotiating process may be shortened drastically if the company has one union to deal with as opposed to a different union at each facility or for each bargaining unit. The company may also simply want to avoid the cost of another campaign.

The disciplinary system of the healthcare facility that has beenunionized is the subject of mandatory bargaining. Likewise, the law requires management and unions to bargain over a grievance process which nearly always results in a formal grievance procedure included in the collective bargaining agreement. With respect to discipline of employees, the union will grieve disciplinary action taken against an employee if the union believes it is a violation of the collective bargaining agreement. It is a fairly common practice in the healthcare industry for facilities to have internal grievance procedures in place whether or not the employees are represented by a union. In these facilities, employees who believe they have received discipline either in a discriminatory
manner or contrary to company policy may internally appeal the disciplinary decision through a grievance process. The peer review process is in some ways similar to a grievance proceeding in that a decision is reviewed to give it a sense of fairness.

In a union setting, the concept is the same, but the mechanics differ. For example, it is the union that files the grievance on behalf of the employee. Thus, the company works with the union, not necessarily the employee, to resolve the dispute. The outcome of the negotiation is binding on the employee. Note that for public sector employees, it may be permissible for employees to file a grievance directly without the presence of the union. If the union and the company cannot reach an agreement, then most collective bargaining agreements require arbitration by a neutral third party of the dispute. Arbitration is also a mandatory subject of collective bargaining. In a non-union facility, there is generally not a provision requiring third-party arbitration of dispute. In other words, once the internal appeal process is exhausted, the matter is over unless the employee files a legal claim against the employer.

Management personnel in union facilities will have additional obligations that did not exist prior to the organization of the workforce. Obviously, if a union comes to your healthcare facility, then there will be significant changes in the function of the human resources department. You will have to employ human resources professionals who can effectively deal with the union representatives. The staff will have to know the collective bargaining agreement and understand the way in which it works. Likewise, the negotiation of a collective bargaining agreement will require a significant amount of time and resources. The company will need someone at the bargaining table that is intimately familiar with the company, the particular workforce and the industry.

A workforce on strike constitutes the most disruptive action for a business. In fact, one of the few provisions in a collective bargaining agreement that actually benefits an employer is a “no-strike” provision. States may prohibit public sector healthcare workers from striking. In the private sector, healthcare workers may strike but there are some limitations. For example, the Labor Management Relations Act requires parties to a collective bargaining agreement to provide notice to the other party of its intent to modify or terminate the contract 60 days before its expiration date. In the healthcare industry, the notice is extended to 90 days. During this “cooling off” period, an economic strike is prohibited. For healthcare workers, there is an additional cooling off period. The union must give the employer and the Federal Mediation and Conciliation Service at least ten days notice of its intent to strike. This additional cooling off period applies to any work stoppage, not just a strike, including refusal to work overtime.

Hospitals in the Minneapolis-St. Paul area have recently felt the effects of a nurses’ strike. Nurses at the fourteen hospitals are represented by the Minnesota Nurses Association. Collective bargaining agreements covering approximately 12,000 nurses expired on June 1, 2010. A major issue in the negotiations is the nurse-to-patient staffing ratios. Thousands of the nurses participated in a one-day strike against the hospitals on June 10, 2010. The hospitals hired 2800 temporary nurses to fill in for the workers that day. Some hospitals rescheduled elective surgeries and took other measures to make up for the reduced labor force. On June 25, 2010, the union filed a strike notice indicating that its members had approved an open-ended strike beginning July 6, 2010 at six of the hospitals. The parties reached an agreement, however, on July 1, 2010, ending the bitter dispute and avoiding the biggest nursing strike in U.S. history.
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In addition to the changes in dealing with the workforce, unions may also bring political or social agendas to the healthcare facility. Nurses unions in particular have certain platforms that reach beyond wages, hours and benefits. They promise to improve what is likely the number one concern for all nurses – patient care. As mentioned above, UAN, CNA, MNA and their recently-formed super union all support nationalized universal healthcare. Sometimes, patient care is directly related to nurse’s working conditions and causes a difference of opinion among the nurses’ unions. A good example of this is patient ratios. Some nurses want strict ratios while others prefer staffing committees, and still others have a variety of opinions on the issue. It is quite understandable that with the varying opinions, the nurse’s unions differ on this point as well. For example, in Pennsylvania, the CNA proposed and supported state legislation related to nurse-patient ratios and according to a CNA spokesperson, the Pennsylvania Nurses Association, an affiliate of the American Nurses Association (“ANA”), opposed the proposal as written. Thus, the healthcare facility may get increasing pressure from the union to support its platform. If the employer and the union have different views (which is quite possible), then the tension between the employees and the employer may be greater than in the non-union facility. In the non-union facility, the employees are free to support their causes, but such support is separate from their employment. In the union facility, the platforms of the workers may indirectly or even directly become a subject in the collective bargaining process between the employer and the union, such as the nurse-to-patient staff ratios in Minnesota.

With a Democratic-controlled Congress and White House, unions will seek to organize healthcare workers like never before. Unions are businesses. Their revenue is generated by the dues paid by the members. If laws are in place to make it even easier for unions to organize workers, then it is a prime time to increase membership, and therefore, revenues. There are healthcare facilities and unions that have managed to work well together and reach palatable compromises. There are others that have not had such good fortune. There are lessons to learn from both, namely that collective bargaining is all about compromise. Perfect union contracts do not exist because individual needs and wants vary. If your healthcare facility finds itself on the other side of a union contract, remember that mutual respect is the key to successful negotiations and long-term relationships between unions and employers.

ENDNOTES

1 See Butte Med. Prop., 168 NLRB 266 (1967).
4 UFCW, Local 1036 v. NLRB, 307 F.3d 760, 764 n. 3 (9th Cir. 2002) (citing 1 Patrick Hardin, THE DEVELOPING LABOR LAW 448 (1992)).
6 29 C.F.R. § 103.30(a)
7 See Meijer, Inc. v. NLRB, 564 F.2d 737, 740, 96 LRRM 2738 (6th Cir. 1977).
8 162 LRRM 1329 (1999).
9 NY CLS Civ S §200 et seq.
10 NY CLS Civ S §201(6)(a)
15 Id. at 714.
17 Id. at 694.
18 Id.
19 An employer may voluntarily recognize a union, but ordinarily, the employer recognizes the union only after the election process described herein.
21 NLRB Statements of Procedure §101.21
22 Lincoln Park Zoological Soc’y v. NLRB, 116 F.3d 216, 219 (7th Cir. 1997).
24 Id.
25 H.R. 1409, S. 560
27 Id.
28 83 Daily Labor Report C-1, May 4, 2009 (The Bureau of National Affairs)
29 29 U.S.C. §158(a)(1) and §158 (b)(1)(A)
30 Children’s Center for Behavioral Dev., 347 NLRB 35 (2006)
31 Airport 2000 Concessions, LLC, 346 NLRB 958 (2006)
33 See Leiser Construction, LLC, 349 NLRB 413 (2007)
34 Grenada Stamping and Assembly, Inc., 351 NLRB 1152 (2007)
35 Valerie Manor, Inc., 351 NLRB 1306 (2007)
37 See Kingsbridge Heights Rehab. Care Center, 352 NLRB 6 (2008)
38 Republic Aviation v. NLRB, 324 U.S. 793, 803-04 (1945); see also, Airport 2000 Concessions, LLC, 346 NLRB 958 (2006)
40 See Randell Warehouse of Arizona, 347 NLRB 591 (2006)
41 Downtown Hartford YMCA, 349 NLRB 960 (2007); See also Baptista’s Bakery, Inc., 352 NLRB 547 (2008)
43 Id.
46 Id.
47 Tecumseh Packaging Solutions, 352 NLRB 694 (2008)
48 Guard Publishing Co. v. NLRB, 571 F.3d 53 (D.C. Cir. 2009)
52 Id.
53 Id.
55 H.R. 1409; Id.
57 Id.; 233 Daily Labor Report B-1, December 8, 2009 (The Bureau of National Affairs)
60 71 Daily Labor Report A-12, April 16, 2009 (The Bureau of National Affairs)
61 Id.
63 Id. 52 Daily Labor Report A-1, March 20, 2009 (The Bureau of National Affairs); www.SEIU.org/ourunion
64 www.SEIU.org/ourunion
65 www.calmurses.org/media-center/press-releases
66 Id. www.boston.com/business/articles/2009/03/19
67 www.calmurses.org/media-center/press-releases
68 Formed on January 1, 1995, the SEIU United Healthcare Workers-West is the largest healthcare union in the western United States and a local affiliate of the SEIU.
69 http://www.nuhw.org/about/ 70 Id.
71 Id.
72 Id. http://www.nrlrb.gov/about_us/overview/board/wilma_b_liebman.aspx
73 http://www.nrlrb.gov/about_us/overview/board/peter_c_schaumber.aspx
76 See AK Steel Corp. v. United Steel Workers of Am., 163 F.3d 403, 160 LRRM 2065 (6th Cir. 1998).
79 See Plumbers & Pipefitters Local 520 v. NLRB, 955 F.2d 744, 139 LRRM 2457 (D.C. Cir. 1992).
82 NY CLS Civ S §200
85 29 U.S.C. §158(d)
88 NY CLS Civ S §200
89 See Mastro Plastics Corp. v. NLRB, 350 U.S. 270, 37 LRRM 2584 (1956).
90 29 U.S.C. §158(g)
91 122 Daily Labor Report A-10, June 28, 2010 (The Bureau of National Affairs)
92 http://www.nulrb.gov/about_us/overview/board/index.aspx
93 http://www.nulrb.gov/about_us/overview/board/peter_c_schaumber.aspx
95 71 Daily Labor Report A-12, April 16, 2009 (The Bureau of National Affairs)