

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

VERITAS HEALTH SERVICES, INC.,
D/B/A CHINO VALLEY MEDICAL CENTER

Petitioner/Cross-Respondent : Nos. 16-1058
: 16-1076
v. : 16-1110

NATIONAL LABOR RELATIONS BOARD

Respondent/Cross-Petitioner :

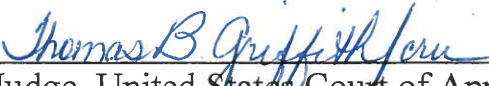
ORIGINAL

JUDGMENT

Before: GRIFFITH, MILLETT and PILLARD, Circuit Judges.

THIS CAUSE came to be heard upon a petition filed by the Veritas Health Services, Inc., d/b/a Chino Valley Medical Center to review an Order of the National Labor Relations Board dated February 4, 2016, in Case No. 31-CA-107321, reported at 363 NLRB No. 108, and upon a cross-application for enforcement filed by the National Labor Relations Board to enforce said Order. The Court heard argument of the parties and has considered the briefs and agency record filed in this cause. On July 10, 2018, the Court, being fully advised in the premises, handed down its opinion granting in part the Board's cross-petition for enforcement and vacating in part the Board's Order. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that Veritas Health Services, Inc., d/b/a Chino Valley Medical Center, its officers, agents, successors, and assigns, shall abide by said Order (See Attached Order and Appendix).



Judge, United States Court of Appeals
for the District of Columbia Circuit

ENTERED: August 29, 2018



Judge, United States Court of Appeals
for the District of Columbia Circuit



Judge, United States Court of Appeals
for the District of Columbia Circuit

VERITAS HEALTH SERVICES, INC.,
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v.

NATIONAL LABOR RELATIONS BOARD

ORDER

Veritas Health Services, Inc., d/b/a Chino Valley Medical Center, Chino, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Withdrawing recognition from United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSME, AFL-CIO, and failing and refusing to bargain with the Union as the exclusive collective-bargaining representative of unit employees.
- (b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

- (a) On request, bargain with the Union as the exclusive collective-bargaining representative of employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time, regular part-time and regular per diem nurses employed by the employer at its 5451 Walnut Avenue, Chino, California facility in the following departments: emergency services, critical care services/intensive care unit, surgery, post-anesthesia care unit, outpatient services, gastrointestinal laboratory, cardiovascular catheterization laboratory, radiology, telemetry/direct observation unit and medical/surgical.

- (b) Within 14 days after service by the Region, post at its facilities in Chino, California, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Director for Region 31, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are

customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In addition, within 14 days after service by the Region, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all per diem employees and former employees employed by the Respondent at any time since June 10, 2013. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since June 10, 2013.

- (c) Within 14 days after service by the Region, hold a meeting or meetings, during working time, scheduled to ensure the widest possible attendance, at which the attached notice is to be read to the employees assembled for this purpose, by a responsible official of the Respondent, or by a Board agent in the presence of a responsible official of the Respondent, and providing an opportunity for representatives of the Board and the Union to be present for the reading of the notice.
- (d) Within 21 days after service by the Region, file with the Regional Director for Region 31 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS
ENFORCING AN 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 withdraw recognition from, and fail and refuse to recognize and bargain with, United Nurses Associations of California/Union of Health Care Professionals, NUHHCE, AFSME, AFL-CIO (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

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

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time, regular part-time and regular per diem nurses employed by us at our 5451 Walnut Avenue, Chino, California facility in the following departments: emergency services, critical care services/intensive care unit, surgery, post-anesthesia care unit, outpatient services, gastrointestinal laboratory, cardiovascular catheterization laboratory, radiology, telemetry/direct observation unit and medical/surgical.

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CERTIFICATE OF SERVICE

I hereby certify that on July 12, 2018, I electronically filed the foregoing document with the Court for the United States Court of Appeals for the District of Columbia Circuit using the appellate CM/ECF system. I further certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system.

s/Linda Dreeben

Linda Dreeben

Deputy Associate General Counsel

National Labor Relations Board

1015 Half Street, SE

Washington, DC 20570-0001

Dated at Washington, DC
this 12th day of July, 2018