

**EXHIBIT A**

**BEFORE THE  
NATIONAL LABOR RELATIONS BOARD**

In the Matter of:

**HEALTHBRIDGE MANAGEMENT, LLC;  
CARE REALTY, LLC; 107 OSBORNE  
STREET OPERATING COMPANY II,  
LLC dba DANBURY HCC; 710 LONG  
RIDGE ROAD OPERATING COMPANY  
II, LLC dba, LONG RIDGE OF  
STAMFORD; 240 CHURCH STREET  
OPERATING COMPANY II, LLC dba  
NEWINGTON HEALTH CARE CENTER; 1  
BURR ROAD OPERATING COMPANY II,  
LLC dba WESTPORT HEALTH CARE  
CENTER; 245 ORANGE AVENUE  
OPERATING COMPANY II, LLC dba  
WEST RIVER HEALTH CARE CENTER;  
341 JORDAN LANE OPERATING  
COMPANY II, LLC DBA  
WETHERSFIELD HEALTH CARE  
CENTER,**

Respondent,

and

**NEW ENGLAND HEALTH CARE  
EMPLOYEES UNION, DISTRICT 1199,  
SEIU, AFL-CIO.**

Charging Party.

Case Nos.    **34-CA-070823  
                  34-CA-072875  
                  34-CA-075226  
                  34-CA-083335  
                  34-CA-084717**

The above-entitled matter came on for hearing pursuant to Notice, before **KENNETH CHU**, Administrative Law Judge, at A. A. Ribicoff Federal Building, 450 Main Street, Suite 410, Hearing Room B, Hartford, Connecticut, on Thursday, October 25, 2012, at 9:30 a.m.

BURKE COURT REPORTING, LLC  
1044 Route 23 North, Suite 316  
Wayne, New Jersey 07470  
(973) 692-0660

1 BY MR. DORAN:

2 Q So it wasn't in the prior collective-bargaining agreement  
3 but it was in the 1199's initial proposal?

4 A I believe that it -- I'd have to check to see if it was  
5 word for word, but I believe that that was the language, a part  
6 of that proposal.

7 Q Okay. And if you take a look at General Counsel Exhibit  
8 11, that's the Union's initial proposal on January 25<sup>th</sup> of 2011?

9 A Was that a question or that was --

10 Q Just take a look at that. Yeah, I'm just directing you to  
11 -- paragraph "E" is where you want to look.

12 **(Witness reviews document.)**

13 THE WITNESS: It appears that it's the first sentence of  
14 that proposal and not the second sentence of that proposal.

15 BY MR. DORAN:

16 Q Yeah, sub-paragraph "E" of 1199's proposal, General  
17 Counsel Exhibit 11, includes what I've been calling the penalty  
18 provision, correct?

19 A Correct.

20 Q Okay. And the last best and final offer by the six  
21 Centers does not include the penalty provision, obviously,  
22 correct?

23 A Correct,

24 Q Okay. So as of April 24, 2012, when the six Centers made  
25 their last best and final offer, just talking about

1 specifically the Check-off proposal, what objections, if any,  
2 did 1199 have to what is now the 5<sup>th</sup> iteration of that proposal?

3 A I don't recall, I'm looking for my notes from that  
4 session.

5 MS. DEASE: I'm going to object, Your Honor, cause now the  
6 record is going to get misconstrued and evidence isn't  
7 accurately being reported. I mean, the Union made a counter  
8 before this proposal on that day, dropping the penalty clause  
9 and the Employer agreed to it. So to then ask her what she  
10 objected to because there were no more penalty clauses is  
11 misleading, and it's going to create a really confusing record  
12 at this point, sort of popping it out like this.

13 MR. DORAN: Yeah, I apologize.

14 BY MR. DORAN:

15 Q So -- well, take a look at your notes and let's go over  
16 it.

17 **(Witness reviews document.)**

18 THE WITNESS: On page 2 of my notes Mr. Pickus said,  
19 "Article 3, Check-off, paragraph 'E', keep the sentence about  
20 when dues are being given and withdraw the rest regarding the  
21 penalty for late dues." That was the proposal. I'll skip over  
22 and see if there more discussion about it.

23 **(Witness reviews document.)**

24 THE WITNESS: On page 5 Mr. Pickus said, with respect to  
25 Article 3, paragraph "E", Check-off, "That's agreeable to us."

1 MR. DORAN: Okay.

2 BY MR. DORAN:

3 Q Anything else he said?

4 A At that point they moved on to a different article. I'll  
5 look to see if there's any other reference in the negotiations.

6 **(Witness reviews document.)**

7 THE WITNESS: Mr. Kaplan just said "The Employer is not  
8 agreeable to any of the other proposals you made" and gave a  
9 comprehensive -- he said "But we do have a comprehensive  
10 counter proposal" but rather than drafting it he went through  
11 it verbally. He said that aside from the previous tentative  
12 agreements and the ones that had just been agreed to that night  
13 that all of the noneconomic, and I'm summarizing here, the  
14 noneconomic would go back to the collective-bargaining  
15 agreement language. He said there were some exceptions to  
16 that. I think he termed them as "hybrid" articles. I'm  
17 looking to see if he made any other specific reference to  
18 Check-off.

19 **(Pause)**

20 THE WITNESS: I believe that was everything of the  
21 discussion on Check-off.

22 MR. DORAN: Okay.

23 BY MR. DORAN:

24 Q So let me ask my question that I poorly phrased before.  
25 As of the 5<sup>th</sup> iteration of the Check-off proposal by the six

1 Centers that was presented on April 24<sup>th</sup> of 2012, what, if any,  
2 objections still remained?

3 A Mr. Pickus did not have -- there was not -- Mr. Pickus did  
4 not discuss at that point on it. The last discussion on any of  
5 that was that Mr. Kaplan went through verbally the set of  
6 proposals, there's wasn't further discussion about a Check-off.

7 Q Okay. If Mr. Pickus didn't discuss it then do you know if  
8 he discussed it at any subsequent date?

9 A I'd have to check my notes, I don't recall.

10 Q And regardless of whether or not it was discussed do you  
11 know if any objections did remain at this point in time?

12 A I know that some of the things that were discussed  
13 previously remained, but I don't know if those were objections  
14 that were things that would stand in the way of an agreement on  
15 those particular things, or if it was part of a larger picture.  
16 I don't know what Mr. Pickus's position was in particular on  
17 those specific -- and it was with respect to the whole  
18 agreement or if a tentative agreement was not reached.

19 Q Okay. And when you say "the things that were discussed  
20 previously" one of those things was in sub-paragraph "A", the  
21 reference to pay period instead of a reference to weekly,  
22 correct?

23 A That was one of the things that I discussed previously.

24 Q Okay.

25 A Another was an --

1 Q Well, let me --

2 A Okay.

3 Q I'll walk you through it. And then another one -- another  
4 thing you discussed previously was in sub-paragraph "C", sub-  
5 proposal "D" was the discrepancy or the dispute over whether a  
6 word should be "agreed" or "approved", correct?

7 A Right, When I was referencing the things that had been  
8 previously discussed those two are inclusive of that. I don't  
9 know if those were things that he felt as objections that would  
10 stop a tentative agreement from being reached, or if it was the  
11 nature of these negotiations that it was not discussed at this  
12 point. I don't know what his position overall on it was.

13 Q Okay. So -- well, so pay period and "agreed" "approved"  
14 had previously had been objectionable, but you don't know if  
15 they remained objectionable as of April 24, 2012?

16 A No, I believe that's a different phrasing of it, but I  
17 know that those -- I said that those two articles -- those two  
18 concepts of it had been discussed. I don't know if at that  
19 point if they were objectionable in the entire scope of the  
20 negotiations or if they were standalone objectionable, that  
21 that term "objectionable" wasn't used in that manner on it.  
22 They had not reached an agreement previously to this point, and  
23 still did not reach an agreement, but I don't know if that's  
24 reflective of this particular article or of the overall  
25 picture.

1 Q Yeah, and that's what I'm just to get at. What were the -  
2 - just with respect to Article 3, Check-off, what, if any, were  
3 the issues which prevented a tentative agreement on this  
4 article?

5 MS. DEASE: I'm going to object at this point, Your Honor,  
6 because he's mischaracterizing the testimony. I mean, it's --  
7 there are other reasons why the Union could not agree to the  
8 article, other than the specific objections to certain words in  
9 one specific article. I mean that's the nature of collective  
10 bargaining negotiations, it's an overall picture that's give or  
11 take, parties hold things in their pocket until they can get  
12 other things that want. So, I mean, to ask her -- despite her  
13 testimony that she didn't know if those changes were still  
14 there, those really stopped them from reaching a tentative  
15 agreement for the -- the counsel had put words -- to say to her  
16 again, well "So you still objected to the" -- I mean, it's not  
17 accurate. It's creating a very misleading record.

18 MR. DORAN: Your Honor, and that's the question I'm  
19 asking.

20 MS. DEASE: But she just answered that.

21 MR. DORAN: I don't think so, but the question I'm asking  
22 is; was there a specific objection remaining to Article 3, and  
23 all the other Articles, or was it just that, "Well, no, because  
24 we had major differences remaining on economics" or whatever it  
25 is, "We weren't going to reach an overall agreement." I'm not



1 saying there's anything wrong with either one of those  
2 positions, I'm just asking what was the reality of the  
3 situation.

4 MS. DEASE: I object because that's actually not the  
5 question you asked.

6 MR. DORAN: Yeah.

7 MS. DEASE: The question asked was what your objections to  
8 just this specific article? You want her to stay in the  
9 article, just like Mr. Kaplan did during negotiations, and  
10 that's not how the Union could bargain at this point. So you  
11 asked her what objection to this specific article, and I think  
12 that's misleading --

13 JUDGE CHU: But the fact remains that there was some  
14 articles that were tentative that you agreed upon.

15 MS. DEASE: Right, but it doesn't mean that --

16 JUDGE CHU: So the question is whether this is a --

17 MS. DEASE: Whether she knows the reason --

18 JUDGE CHU: -- standalone article, or whether, as you  
19 indicated, whether it impact on the whole negotiation session.  
20 And I'm trying to get from -- counsel is trying to get from --  
21 and me too, from this Witness, as far as Article 3 is  
22 concerned, were there any indications from Mr. Pickus as to why  
23 he could not tentatively agree to Article 3 that you know of.

24 THE WITNESS: I don't believe that this was discussed any  
25 further so there was no further reason that Mr. Pickus gave at

1 the time on it. I know in previous sessions that he had talked  
2 about objections to article by article the method of their  
3 negotiations --

4 JUDGE CHU: Okay.

5 THE WITNESS: -- but I don't know the reason for either  
6 addressing or not addressing this and Mr. Pickus's line at  
7 those negotiations, or why -- you know, why it was not agreed  
8 to at this session. I don't know, he did not discuss that with  
9 me.

10 JUDGE CHU: Okay, fine.

11 BY MR. DORAN:

12 Q Just to wrap up this Article 3, the 1<sup>st</sup> iteration of the  
13 Article 3 proposal, General Counsel Exhibit 12, you can look at  
14 it, but I'm going to ask you the same questions for each one,  
15 that was not the --

16 A Okay.

17 Q -- the 1<sup>st</sup> iteration of January 5, 2011, General Counsel  
18 Exhibit 12, was not the iteration that was ultimately  
19 implemented by the six Centers, correct?

20 A I don't believe that any of the previous proposals were  
21 implemented on. I believe that the proposal that was  
22 implemented on was the April 24, 2012, but, again, I'd have to  
23 double-check on the red line, but I believe that only the April  
24 24, 2012 proposal was implemented on.

25 Q Okay. And --

1 MR. DORAN: I'm going to move on to Article 4, Your Honor,  
2 so I don't know if you want to take a break at this point?

3 JUDGE CHU: Yeah, let's come back in about an hour. It's  
4 12:38, come back at 1:40. Off the record.

5 **(Whereupon, a brief recess was taken.)**

6

C E R T I F I C A T E

This is to certify that the attached proceedings done before the NATIONAL LABOR RELATIONS BOARD REGION THIRTY-FOUR

In the Matter of:

**HEALTHBRIDGE MANAGEMENT, LLC; CARE REALTY, LLC; 107 OSBORNE STREET OPERATING COMPANY II, LLC dba DANBURY HCC; 710 LONG RIDGE ROAD OPERATING COMPANY II, LLC dba, LONG RIDGE OF STAMFORD; 240 CHURCH STREET OPERATING COMPANY II, LLC dba NEWINGTON HEALTH CARE CENTER; 1 BURR ROAD OPERATING COMPANY II, LLC dba WESTPORT HEALTH CARE CENTER; 245 ORANGE AVENUE OPERATING COMPANY II, LLC dba WEST RIVER HEALTH CARE CENTER; 341 JORDAN LANE OPERATING COMPANY II, LLC DBA WETHERSFIELD HEALTH CARE CENTER,**

Respondent,

and

**NEW ENGLAND HEALTH CARE EMPLOYEES UNION, DISTRICT 1199, SEIU, AFL-CIO.**

Charging Party.

Case Nos. 34-CA-070823, 34-CA-072875, 34-CA-075226  
34-CA-083335, 34-CA-084717

Date: October 25, 2012

Place: Hartford, Connecticut

Were held as therein appears, and that this is the original transcript thereof for the files of the Board

\_\_\_\_\_  
Official Reporter

BURKE COURT REPORTING, LLC  
1044 Route 23 North, Suite 316  
Wayne, New Jersey 07470  
(973) 692-0660

**EXHIBIT B**

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

JONATHAN B. KREISBERG, Regional Director of  
Region 34 of the National Labor Relations Board, for  
and on behalf of the NATIONAL LABOR  
RELATIONS BOARD,

Petitioner,

v.

HEALTHBRIDGE MANAGEMENT, LLC; 107  
OSBORNE STREET OPERATING COMPANY II,  
LLC D/B/A DANBURY HCC; 710 LONG RIDGE  
ROAD OPERATING COMPANY II, LLC D/B/A  
LONG RIDGE OF STAMFORD; 240 CHURCH  
STREET OPERATING COMPANY II, LLC  
D/B/A NEWINGTON HEALTH CARE CENTER;  
1 BURR ROAD OPERATING COMPANY II, LLC  
D/B/A WESTPORT HEALTHCARE CENTER;  
245 ORANGE AVENUE OPERATING COMPANY  
II, LLC D/B/A WEST RIVER HEALTH CARE  
CENTER; 341 JORDAN LANE OPERATING  
COMPANY II, LLC D/B/A WETHERSFIELD  
HEALTH CARE CENTER,

Respondents.

CIVIL NO.: 3:12-cv-01299 (RNC)

**DECLARATION OF JACK HERR**

I, Jack Herr, hereby declare the following:

1. My wife is a resident at HealthBridge's Danbury Health Care Center (the "Center"). She has been a resident of the Center for approximately two years. I have personal knowledge of the facts set forth herein based on my personal observations and experiences assessing the quality of care provided to my wife during the time she has been a resident at the Center.

2. I have noticed a significant improvement in the quality of care that my wife has been receiving since July 2012 when the new staff replaced the workers who are currently

striking. I am extremely happy with the care that my wife is now receiving. The new staff at the Center seem much more interested in providing care to my wife and the other residents. They are more friendly and greet both the residents and visitors in a pleasant manner at the Center.

3. I am happier with the care that my wife is receiving now as compared with the care she was receiving prior to the strike. For example, when my wife or I would complain to the workers who are now on strike, it would go over their heads and they wouldn't listen.

4. My son and I have discussed the change to the quality of care and he agrees with me that things are much better since the workers went out on strike.

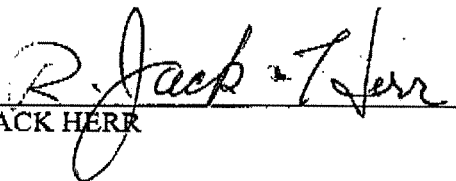
5. Even my wife, who cannot speak to me, has indicated by shaking her head that she likes the new staff better than the prior staff.

6. My wife has a closer relationship with the new staff and I sleep better at night knowing that she is being well cared for now.

7. It would be upsetting to me, my son and my wife if the workers who are out on strike were to come back to work.

I declare under penalty of perjury that the foregoing statement is true and correct to the best of my knowledge, information and belief.

Dated: October \_\_, 2012

  
\_\_\_\_\_  
JACK HERR

**EXHIBIT C**



**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

JONATHAN B. KREISBERG, Regional Director of  
Region 34 of the National Labor Relations Board, for  
and on behalf of the NATIONAL LABOR  
RELATIONS BOARD,

Petitioner,

v.

HEALTHBRIDGE MANAGEMENT, LLC; 107  
OSBORNE STREET OPERATING COMPANY II,  
LLC D/B/A DANBURY HCC; 710 LONG RIDGE  
ROAD OPERATING COMPANY II, LLC D/B/A  
LONG RIDGE OF STAMFORD; 240 CHURCH  
STREET OPERATING COMPANY II, LLC  
D/B/A NEWINGTON HEALTH CARE CENTER;  
1 BURR ROAD OPERATING COMPANY II, LLC  
D/B/A WESTPORT HEALTHCARE CENTER;  
245 ORANGE AVENUE OPERATING COMPANY  
II, LLC D/B/A WEST RIVER HEALTH CARE  
CENTER; 341 JORDAN LANE OPERATING  
COMPANY II, LLC D/B/A WETHERSFIELD  
HEALTH CARE CENTER,

Respondents.

CIVIL NO.: 3:12-cv-01299 (RNC)

**DECLARATION OF BARBARA RECKER**

I, Barbara Recker, hereby declare the following:

1. My mother is a resident at HealthBridge's Westport Health Care Center (the "Center"). She has been a resident of the Center for approximately six and one half years. I have personal knowledge of the facts set forth herein based on my personal observations and experiences (including the time I spend volunteering at lunch time at the Center) assessing my mother's interactions with staff and the quality of care provided to my mother during the time she has been a resident at the Center.

10/21/2012 06:15 2032214766

WESTPORT HCC

PAGE 03/03

2. Given that my mother has been a resident at the Center for many years, it was an incredibly traumatic experience for my mother and me when the Center's workers left and went on strike in July 2012. My mother felt abandoned by the striking workers and was very upset when they began the strike.

3. The staff that was at the Center following the strike went above and beyond to help make sure that my mother, who is very active and alert, was okay and to help her with the transition.

4. My mother and I felt that the transition to the new staff went smoothly and we both believe that it would be awkward, difficult and strained for my mother if the striking workers were to come back now.

5. I feel that the quality of my mother's care now is very strong.

6. I spoke with my mother yesterday about how she would feel about the striking workers coming back to work now and she and I both agreed that it would be difficult for her and other residents if the striking workers were to come back at this point.

I declare under penalty of perjury that the foregoing statement is true and correct to the best of my knowledge, information and belief.

Dated: October 21, 2012

  
BARBARA RECKER

**EXHIBIT D**

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

JONATHAN B. KREISBERG, Regional Director of  
Region 34 of the National Labor Relations Board, for  
and on behalf of the NATIONAL LABOR  
RELATIONS BOARD,

Petitioner,

v.

HEALTHBRIDGE MANAGEMENT, LLC; 107  
OSBORNE STREET OPERATING COMPANY II,  
LLC D/B/A DANBURY HCC; 710 LONG RIDGE  
ROAD OPERATING COMPANY II, LLC D/B/A  
LONG RIDGE OF STAMFORD; 240 CHURCH  
STREET OPERATING COMPANY II, LLC  
D/B/A NEWINGTON HEALTH CARE CENTER;  
1 BURR ROAD OPERATING COMPANY II, LLC  
D/B/A WESTPORT HEALTHCARE CENTER;  
245 ORANGE AVENUE OPERATING COMPANY  
II, LLC D/B/A WEST RIVER HEALTH CARE  
CENTER; 341 JORDAN LANE OPERATING  
COMPANY II, LLC D/B/A WETHERSFIELD  
HEALTH CARE CENTER,

Respondents.

CIVIL NO.: 3:12-cv-01299 (RNC)

**DECLARATION OF LAURA RIGO**

I, Laura Rigo, hereby declare the following:

1. My mother is a resident at HealthBridge's Long Ridge Health Care Center (the "Center"). She has been a resident of the Center for approximately a year <sup>LR</sup> and ~~one half~~. I have personal knowledge of the facts set forth herein based on my personal observations and experiences.
2. I visit my mother daily and also work on a per diem basis at the front desk at the Center. As a result, I feel that I have a very good understanding of the quality of care that my mother and the residents in the Center are receiving.

2. There has been a huge improvement in the atmosphere in the Center since the workers who went on strike were replaced by the replacement workers who are in the Center now.

3. The new staff smile, are warm, caring and attentive and, I believe, really want to be at work at the Center. On the other hand, the workers who are now on strike were frequently inattentive. For example, when my mother would press the call button, it would often take about 40 minutes for the staff to come to her.

4. The striking workers were also very nasty. For example, on one occasion my mother was having difficulty breathing and one of the workers who are now striking told her that she would not give her oxygen to help her breathe until she said "please." On another occasion, in the evening, I heard one of the now-striking workers tell my mother that she "better tell [me] everything you want right now because [I] am not coming back tonight."


5. Although my mother regularly responds to my questions about how she feels by saying, "I don't want to be here" she has recently commented that the replacement staff is very nice to her.

6. The striking workers are causing big disruptions to the care of the residents. They have been pounding on drums outside the Center and have kicked my tires and told me to go \*&%^ myself when I am entering or leaving the Center.

7. Overall, while I recognize that the new staff is making some mistakes because it takes time to learn all of the residents' likes and dislikes, I believe that both the quality of care and the atmosphere have significantly improved since the replacement workers replaced the workers on strike. I do not want to see the striking workers return.

I declare under penalty of perjury that the foregoing statement is true and correct to the best of my knowledge, information and belief.

Dated: October 21, 2012

  
LAURA RIGO