United States Government
National Labor Relations Board
OFFICE OF THE GENERAL COUNSEL
Advice Memorandum

DATE: December 9, 2014

TO: Olivia Garcia, Regional Director
Region 21

FROM: Barry J. Kearney, Associate General Counsel
Division of Advice

SUBJECT: UHS Corona, Inc. d/b/a
Corona Regional Medical Center
Cases 21-CA-105489, *et al.*

***Weingarten* Chron**
506-4033-3000
512-5072-2400
530-6050-3395
530-6067-4055-8500
530-6067-6000
530-6067-6067-8200

These cases all involve the issue of whether the Employer violated Section 8(a)(1) and (5) of the Act at a time where the Union had won the election, but had not yet been certified by the Board as the employees' collective bargaining representative. Specifically, the Region requested advice as to whether the Employer violated: 1) Section 8(a)(1) of the Act by denying an employee's request to have a Union steward present at disciplinary meeting under *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975); 2) Section 8(a)(5) of the Act by failing to give the Union notice of, and an opportunity to bargain over, discipline and termination of individual employees, consistent with *Alan Ritchey*[1]; and 3) Section 8(a)(5) of the Act by refusing to furnish relevant information to the Union to aid it in bargaining over employee discipline and the effects of the Employer's decision to close a department in its hospital.

We conclude that the Employer violated: (1) Section 8(a)(1) under well-settled Board law that establishes that employees' *Weingarten* rights begin after a union receives a majority of employee votes in a representation election and not later when the union is certified; (2) Section 8(a)(5) by failing to give the Union notice of, and an opportunity to bargain over, discipline of employees, consistent with the principles expressed by the Board in *Alan Ritchey* because the Employer's obligation to bargain over changes in employees terms and conditions of employment commences on the

[1] *Alan Ritchey, Inc.*, 359 NLRB No. 40 (Dec. 14, 2012). Although *Alan Ritchey* was issued by a panel that was not properly constituted under *NLRB v. Noel Canning*, 134 S. Ct. 2550 (2014), it is the General Counsel's position that this case was soundly reasoned, and that the Region should therefore urge that the Board adopt the rationale in *Alan Ritchey* as its own.

date the union wins the election; and (3) Section 8(a)(5) by refusing to furnish relevant information to the Union to aid it in bargaining on behalf of employees.

FACTS

Corona Regional Medical Center ("Employer") operates a hospital and other health care facilities in Corona, California. On January 3 and 4, 2013[2], the Region conducted an election in Case 21-RC-094258 pursuant to a Stipulated Election Agreement between the Employer and the Union.[3] Of 306 eligible voters, the Union received 155 votes in its favor and 116 votes against. The Employer filed timely objections to the election alleging, inter alia, that the Union had threatened and harassed employees. An ALJ conducted a hearing on the Employer's objections from March 25 through July 3.

At all relevant times, the Employer has maintained a disciplinary policy entitled "Corrective Action Plan." The Employer's "Corrective Action Plan" states, in relevant part:

> Corrective action may be initiated for many reasons, including, but not limited to, violations of the Facility's work rules, policies, insubordination, poor job performance, attitude problems, attendance, unauthorized disclosure of patient and/or employee health information, etc. The severity of the action generally depends on the nature of the offense and the employee's work record. Corrective action may range from a preventive counseling session to immediate employment termination.
>
> The usual process for the corrective action process is:
> - Preventative Counseling
> - Written Warning
> - Final Written Warning
> - Employment Termination
>
> Any or all of these may be utilized or skipped, depending upon individual circumstances and the nature of the infraction. Moreover, exceptions or deviations from the normal procedure may occur whenever the [Employer] deems it appropriate.

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[2] All dates hereinafter are in 2013, unless otherwise noted.

[3] All full-time, part-time, and per diem Registered Nurses were eligible to vote in the election.

On (b) (6), (b) (7)(C) the Employer suspended Employee 1 pending an investigation into a patient care incident on February 11. On (b) (6), (b) (7)(C) the Employer terminated Employee 1 pursuant to that investigation. Another employee, Employee 2, was issued a written warning for (b) (6), (b) (7) involvement in the February 11 patient care incident. On (b) (6), (b) (7)(C) the Employer terminated Employee 2 for failing to follow the Employer's policies as to patient care.

On (b) (6), (b) (7)(C) the Employer's (b) (6), (b) (7)(C) summoned Employee 3 into (b) (6), (b) (7) office. When Employee 3 arrived, (b) (6), (b) (7) promptly asked the (b) (6), (b) (7)(C) if (b) (6), (b) (7) had been summoned for a disciplinary meeting. The (b) (6), (b) (7)(C) told Employee 3 that the meeting was disciplinary in nature, at which time Employee 3 asked if (b) (6), (b) (7) could get (b) (6), (b) (7) "representative or any representative" to attend the meeting. The (b) (6), (b) (7)(C) responded that Employee 3 was not entitled to a union representative because the Union was not yet certified. Employee 3 asked for the meeting to be postponed until (b) (6), (b) (7) union representative could be present. The (b) (6), (b) (7)(C) again asserted that Employee 3 was not entitled to a union representative until the Union became certified. Ultimately, the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) summoned another supervisor and proceeded to ask Employee 3 for an explanation about an incident on March 17 where Employee 3 allegedly failed to show up for (b) (6), (b) (7) shift, and an incident on March 26 where Employee 3 allegedly communicated with an on-call nurse contrary to instructions from (b) (6), (b) (7) supervisor. Employee 3 proffered a written statement in (b) (6), (b) (7) defense and proceeded to explain (b) (6), (b) (7) case to the (b) (6), (b) (7)(C). At the conclusion of the meeting, the (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) handed Employee 3 a form entitled "Corrective Action Report and Final Written Warning" and told Employee 3 to sign the form; Employee 3 refused and the meeting ended.

On both April 10 and April 16, Employee 3 sent letters to the Employer contesting (b) (6), (b) (7) (b) (6), (b) (7)(C) discipline. On May 13, the (b) (6), (b) (7)(C) summoned Employee 3 to a meeting. Employee 3 presumed that this meeting was to discuss (b) (6), (b) (7) opposition to (b) (6), (b) (7) (b) (6), (b) (7)(C) discipline; (b) (6), (b) (7) did not request a union representative at the May 13 meeting. At the meeting, the (b) (6), (b) (7)(C) proceeded to question Employee 3 about several entries on a patient's chart concerning the administration of Vitamin K and a hepatitis vaccine. Employee 3 admitted that (b) (6), (b) (7) might have mistakenly checked one box instead of another. The (b) (6), (b) (7)(C) informed Employee 3 that (b) (6), (b) (7) was terminated and handed (b) (6), (b) (7) final paycheck to (b) (6), (b) (7).

On May 16, the Union submitted a request to bargain over Employee 3's discipline and termination. At that same time, the Union requested information concerning Employee 3's employment history, any witness statements, applicable patient charts and other documentation used to support (b) (6), (b) (7) (b) (6), (b) (7)(C) discipline and (b) (6), (b) (7)(C) termination. On June 13, the Union sent a second letter to the Employer regarding the Employer's lack of response to the Union's May 16 letter. On June 19,

the Union sent a letter to the Employer requesting to bargain over Employee 1's (b) (6), (b) (7)(C) termination and requesting information that the Union deemed relevant to bargaining on Employee 1's behalf including Employee 1's employment history, any witness statements, applicable patient charts and other documentation used to support (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) discipline and (b) (6), (b) (7)(C) termination. To date, the Employer has failed to respond to either the Union's request to bargain or its information requests.

In early August, the Employer announced its intention to close the Pediatrics Unit effective September 1. On August 8, the Union sent the Employer a letter requesting the opportunity to bargain over the Employer's decision to close the Pediatrics Unit and the effects of that decision.[4] The Union also requested information the Union deemed relevant and necessary to aid it in bargaining over the Employer's decision to close the Pediatrics Unit and the effects of that decision. Specifically, the Union requested "for each Registered Nurse ("RN") position that has been identified or is being considered for elimination, the department staffing information for the immediate prior twelve (12) months," including: the department's staffing information for the prior twelve month period, the number of beds each employee was responsible for, current full-time equivalent positions and travelers, the number of registered nurses on approved leaves of absence, the number of overtime hours worked by the unit, the average daily census per 24-hour period, and the date affected registered nurses would be removed from their duties in the Pediatrics Unit. The Union also requested a list of currently available registered nurse positions at the Employer's facilities and a complete bargaining unit seniority list of all bargaining unit members. To date, the Employer has not responded to the Union's request to bargain or for information.

On October 1, the Union sent a request to bargain over Employee 2's termination and requested information it believed was relevant and necessary to aid the Union in bargaining, including Employee 2's employment history, any witness statements, applicable patient charts and other documentation used to support (b) (6), (b) ((b) (6), (b) (7)(C) discipline and (b) (6), (b) (7)(C) termination. To date, the Employer has not responded to the Union's request to bargain or for information.

On November 5, the ALJ issued her recommended decision and order overruling all of the Employer's objections to the election. On November 29, the Employer filed timely objections with the Board. On June 17, 2014, the Board issued its decision and certified the Union as the bargaining representative of the Employer's registered nurses.

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[4] The Region has concluded that the Employer had no duty to bargain over its decision to close the Pediatrics Unit, but that the Employer violated Section 8(a)(5) by failing to engage in effects bargaining.

The Employer provided the Region with copies of Corrective Actions Reports for twelve other employees who had been disciplined between April 2010 and September 2012. The Region concluded that the Employer applied different disciplinary sanctions for similar offenses.

ACTION

We conclude that the Employer violated: 1) Section 8(a)(1) by denying Employee 3's request for a union representative at the [redacted] investigatory interview because employees' *Weingarten* rights begin after the Union prevailed in the representation election and not at the time the Union was certified; 2) Section 8(a)(5) by failing to give the Union notice of, and an opportunity to bargain over, the suspension and termination of Employee 1, and the termination of Employees 2 and 3, prior to imposing those disciplines, and failing to bargain post-imposition over the disciplinary warnings given to Employees 2 and 3; and 3) Section 8(a)(5) by refusing to furnish relevant information to the Union to aid it in bargaining on behalf of its employees.

1. The Employer violated Section 8(a)(1) of the Act by denying Employee 3's request to have a Union representative present at the April 7 investigatory interview.

In *Weingarten*, the Supreme Court held that employees in a unionized workplace may request the presence of a union representative at an investigatory interview that the employee reasonably believes may result in disciplinary action.[5] Neither the employee's subjective beliefs nor the employer's actual intentions regarding the imposition of discipline are material.[6] *Weingarten* rights only apply to fact-finding interviews, not to announcements of predetermined discipline.[7] However, when an

[5] *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251, 256 (1975).

[6] *Id.* at 257 n.5 (specifically rejecting any rule that required probing an employee's subjective motivations); *Consolidated Edison Co. of New York*, 323 NLRB 910, 910 (1997) ("[I]t is no answer to this allegation of a *Weingarten* violation that the Respondent's supervisors were only engaged in fact finding, or that they had no intention of imposing discipline . . . at the time of the interview. Neither of those conditions is inconsistent with [the employee's] reasonable belief that discipline could result.").

[7] *See Baton Rouge Water Works Co.*, 246 NLRB 995, 997 (1979).

employer "informs the employee of a disciplinary action and then seeks facts or evidence in support of that action," the employee has a right to union representation.[8]

In *IBM Corp.*,[9] the Board determined that *Weingarten* rights are only available to employees represented by a union, overruling *Epilepsy Foundation of Northeast Ohio.*[10] However, the Board left undisturbed decades-old precedent where the Board had found Section 8(a)(1) violations where an employer refused an employee's request for either a union representative or a co-worker prior to the union's certification, but after the union had received majority support in a representation election.[11] In both *Anchortank* and *PPG Industries,* the Board applied the Court's *Weingarten* analysis that Section 7 "guarantee[s] the right of employees to act in concert for mutual aid and protection," and concluded that after a union wins an election, but prior to its certification, employees had the right to representation at investigatory interviews employees reasonably feared may result in discipline.[12] Thus, in both those cases, the employers violated Section 8(a)(1) by denying an employee's request for a representative at an investigatory interview, after the election but prior to certification.

Here, the (b) (6), (b) (7)(C) meeting with Employee 3 was undoubtedly an investigatory interview. Although the (b) (6), (b) (7)(C) read from a prepared disciplinary form, (b) (6), (b) (7) specifically requested Employee 3's response after each allegation of misconduct prior to announcing Employee 3's final written warning at the end of the meeting. Thus, as in *Anchortank* and *PPG Industries*, the Employer's meeting with Employee 3 was investigatory, and triggered the protections of *Weingarten.* If Employee 3 had had the benefit of (b) (6), (b) (7) Union representative present at the meeting, (b) (6), (b) (7) may have better been able to b er (b) (6), (b) (7) defense against the Employer's

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[8] *PPG Industries*, 251 NRLB 1146, 1146 n. 2 (1980) (employer did not reach a final, binding decision concerning discipline prior to its meeting with the employee, nor did it merely inform the employee of its decision; rather, the employer asked the employee questions about (b) (6), (b) (7) alleged misconduct).

[9] 341 NLRB 1288, 1294–95 (2004).

[10] 331 NLRB 676 (2000), *enf'd in part*, 268 F.3d 1095 (D.C. Cir. 2001), *cert. denied* 536 U.S. 904 (2002).

[11] *See PPG Industries*, 251 NLRB 1146, 1148 n.2, 1166 (1980); *Anchortank, Inc.*, 239 NLRB 430, 430 (1978).

[12] *Anchortank,* 239 NLRB at 430 & nn.1, 3 (citing *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251, 256 (1975); *PPG Industries*, 251 NLRB at 1165.

accusations.[13] Indeed, the Board has long held that any conduct beyond merely informing the employee of a previously made disciplinary decision entitles an employee to the protections accorded employees under *Weingarten*.[14] Thus, as the Employer refused to allow Employee 3 to have a Union representative present at [redacted] investigatory interview, the Employer violated Section 8(a)(1).

2. The Employer violated Section 8(a)(5) of the Act by failing to give the Union notice of, and an opportunity to bargain over, the discipline of Employees 1, 2, and 3.

In *Alan Ritchey*, the Board held that discretionary discipline is a mandatory subject of bargaining under *NLRB v. Katz*[15] and longstanding Board precedent, and therefore, employers may not impose certain types of such discipline unilaterally before the parties have reached an initial collective-bargaining agreement.[16] Thus, where an employer's disciplinary system is discretionary as to whether, or what type of, discipline will be imposed, the employer must bargain with its employees' union representative over its exercise of discretion before the imposition of disciplinary actions that have an immediate impact on employees' tenure, status, or earnings, such as suspensions, demotions, and discharges. The employer may postpone bargaining over the imposition of lesser sanctions, such as oral and written warnings, until after such discipline is imposed.[17] The Board limited the pre-imposition duty to bargain in certain respects because of "the unique nature of discipline and the practical needs of employers[.]"[18] Specifically, the employer need not bargain to agreement or impasse at this stage, so long as it does so after implementation of the disciplinary decision.[19]

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[13] *See El Paso Electric Co.*, 355 NLRB 428, 429 n.5 (2010) (right to representation applicable because the discussion at the interview could have had the effect of providing evidence to bolster employer's disciplinary decision or to convince the employer not to impose discipline at all).

[14] *Baton Rouge Water Works Co.*, 246 NLRB 995, 997–98 (1979).

[15] 369 U.S. 736 (1962).

[16] 359 NLRB No. 40, slip op. at 1–7.

[17] *Id.*, slip op. at 6.

[18] *Id.*, slip op. at 1.

[19] *Id.*, slip op. at 8. In addition, an employer may act unilaterally in situations that present "exigent circumstances: that is, where an employer has a reasonable, good-

An employer's bargaining obligation with respect to changes in employees' terms and conditions of employment "commences not on the date of certification, but as of the date of the election."[20] The Board has long-held that "an employer acts at its peril in making changes in terms and conditions of employment during the period that objections to an election are pending and final determination has not yet been made."[21]

In the instant case, the Employer exercised discretion in applying its disciplinary policies, consistent with its Corrective Action Plan. The policy explicitly allows for the Employer to exercise discretion in determining the discipline for a particular violation. In this regard, the policy states "[a]ny or all of these [disciplinary measures] may be utilized or skipped, depending upon individual circumstances and the nature of the infraction," and that "exceptions or deviations from the normal procedure may occur whenever the [Employer] *deems* it appropriate."[22] Thus, in deciding to give a written warning to Employees 2 and 3 and later terminating them, and in suspending and terminating Employee 1, the Employer used its discretion. Further, there is evidence that the Employer has, in fact, applied different disciplinary sanction for similar offenses. Thus, both the policy itself and the Employer's past practice demonstrate that the Employer retains significant discretion in the application of its disciplinary policies. Therefore, the Employer violated Section 8(a)(5) of the Act under the principles enunciated in *Alan Ritchey* by failing to give the Union pre-imposition notice and an opportunity to bargain prior to suspending and terminating Employee 1 and terminating Employees 2 and 3, and by failing to notify and bargain with the Union—post-imposition—over the disciplinary warnings given to Employees 2 and 3.

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faith belief that an employee's continued presence on the job presents a serious, imminent danger to the employer's business or personnel." *Id.*, slip op. at 8–9. The Employer has not asserted that it was privileged to act unilaterally due to exigent circumstances in any of the instant disciplinary cases.

[20] *Alta Vista Regional Hospital*, 357 NLRB No. 36, slip op. at 2 (2011) (citing *Mike O'Connor Chevrolet*, 209 NLRB 701, 703 (1974)).

[21] *Mike O'Connor Chevrolet*, 209 NLRB 701, 703 (1974), *enf. denied on other grounds*, 512 F.2d 684 (8th Cir. 1975). *See Dow Chem. Co. v. NLRB*, 660 F.2d 637, 654 (5th Cir. 1981); *Sundstrand Heat Transfer, Inc. v. NLRB*, 538 F.2d 1257, 1259 (7th Cir. 1976).

[22] Emphasis added.

3. The Employer violated Section 8(a)(5) of the Act by refusing to furnish information relevant to the Union's request to bargain over the discipline and termination of Employees 1, 2, and 3 and the effects of the Employer's decision to close the Pediatrics Unit

An employer's duty to bargain under Section 8(a)(5) encompasses the duty "to furnish a union, upon request, information relevant and necessary to enable [the union] to intelligently carry out its statutory obligations as the employees' exclusive bargaining representative."[23]

The Board applies a liberal discovery-type standard in determining whether information is relevant to a union's statutory functions.[24] Potential or probable relevance is sufficient to trigger a duty to furnish information.[25] Information about bargaining unit employees' terms and conditions of employment is presumptively relevant and must be provided.[26] Information requested for the purpose of negotiating over mandatory bargaining subjects and for policing a collective-bargaining agreement is also presumptively relevant.[27] In seeking presumptively relevant information, a union is not required to prove its precise relevance unless the employer rebuts that presumption.[28] Further, "where the circumstances surrounding the request are reasonably calculated to put the employer on notice of a relevant purpose which the union has not specifically spelled out, the employer is obligated to

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[23] *Florida Steel Corp.*, 235 NLRB 941, 942 (1978), *enf'd in rel. part*, 601 F.2d 125, 129 (4th Cir. 1979). *See NLRB v. Acme Indus. Co.*, 385 U.S. 432, 435 (1967).

[24] *Acme Indus.*, 385 U.S. at 437.

[25] *Disneyland Park*, 350 NLRB 1256, 1258 (2007). *See Public Service Co. of New Mexico*, 360 NLRB No. 45, slip op. at 2 (Mar. 27, 2014) ("'[S]ought-after evidence need not be necessarily dispositive of the issue between the parties but, rather, only of some bearing upon it and of probable use to the labor organization in carrying out its statutory responsibilities.'" (quoting *Sands Hotel & Casino*, 324 NLRB 1101, 1109 (1997), *enf'd*, 172 F.3d 57 9th Cir. 1999) (Table))).

[26] *See Beverly Health & Rehab. Serv.*, 346 NLRB 1319, 1326 (2006); *Georgetown Holiday Inn*, 235 NLRB 485, 486 (1978); *Curtiss-Wright Corp.*, 145 NLRB 152 (1963), *enf'd*, 347 F.2d 61 (3d Cir. 1965).

[27] *See NLRB v. Acme Indus. Co.*, 385 U.S. at 435–438.

[28] *Fleming Cos.*, 332 NLRB 1086, 1087 (2000).

divulge the requested information."[29] Once a majority of unit employees select a union as their representative, an employer assumes the risk if it refuses to provide relevant information requested by the union, even if the request is made prior to certification.[30]

Here, the Union requested information on May 16, June 19, and October 1 for the express purpose of bargaining with the Employer over the terminations of Employees 1, 2, and 3. The information requested was presumptively relevant as it was specifically directed to the circumstances surrounding the alleged misconduct of each of the terminated employees, the personnel information of each of the terminated employees, and the Employer's incident and disciplinary reports for similar alleged misconduct. The Union agreed that medical records could be redacted as necessary to comply with HIPAA. The Employer failed to respond to the Union's information requests, relying solely on the fact that the Union had not yet been certified; the Employer raised no other defenses in response to the Union's request for this presumptively relevant information. As the Employer had a duty to bargain over the discipline and terminations of Employees 1, 2, and 3, it violated Section 8(a)(5) by failing to furnish the Union with this relevant information.

Additionally, the Union requested information on August 8 for the express purpose of bargaining over the Employer's decision[31] and the effects of its decision to close the Pediatrics Unit. We conclude that the Union's August 8 information request sought presumptively relevant information that was necessary to enable the Union to bargain over the *effects* the Employer's decision to close the Pediatric Unit would have on the terms and conditions of employment of bargaining unit members both in the Pediatrics Unit and in other departments in the bargaining unit.[32] In order to effectively engage in effects bargaining, the Union sought extensive information about the workload of each registered nurse position that was being considered for elimination and the department's staffing information for the prior twelve-month

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[29] *Brazos Electric Power*, 241 NLRB 1016, 1018 (1979).

[30] *Alta Vista Regional Hospital*, 357 NLRB No. 36, slip op. at 2.

[31] As noted earlier, the Region has concluded that the Employer did not have a duty to bargain over its decision to close the Pediatric Unit.

[32] *See First National Maintenance Corp. v. NLRB,* 452 U.S. 666, 681–682 (1981) (although employer has no obligation to bargain about its decision to close part of a business, provided no discriminatory motivation "union must be given a significant opportunity to bargain about these matters of job security as part of the 'effects' bargaining mandated by § 8(a)(5)).

period, current substantially equivalent vacancies available at the Employer, and bargaining unit's seniority information. The information requested in item # 1 pertained to the then-current workload and staffing of the employees in the Pediatrics Unit and was presumptively relevant at the time it was requested because it pertained to those employees' current workload.[33] Further, some of the information requested in item #1 was relevant and necessary to the Union in negotiating the Pediatrics Unit nurses' placement after closure. Likewise, the information requested in items #2 and #3 was presumptively relevant since it pertained to the terms and conditions of employment of unit employees, and was necessary for the Union to bargain about reassignment of the Pediatrics nurses to other job openings. Thus, by refusing to respond to the Union's August 8 request, the Employer violated Section 8(a)(5).[34]

Accordingly, the Region should issue complaint, absent settlement, alleging that the Employer violated: 1) Section 8(a)(1) by refusing to honor Employee 3's request for a Union representative at the (b) (6), (b) (7)(C) investigatory interview; 2) Section 8(a)(5) by failing to give the Union pre-imposition notice and an opportunity to bargain prior to suspending and terminating Employee 1 and terminating Employees 2 and 3, and by failing to bargain, post-imposition, concerning the disciplinary warnings given to Employees 2 and 3; and 3) Section 8(a)(5) by refusing to furnish relevant information requested by the Union for the purpose of bargaining over employee discipline and

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[33] *See Beverly Health & Rehabilitation Services*, 328 NLRB 959, 961–62 (1999); *Samaritan Med. Center*, 319 NLRB 392, 397 (1995); *Western Massachusetts Electric Co.*, 234 NLRB 118, 119 (1978).

[34] To the extent the Employer may have viewed the information requested as only relevant for decision bargaining, the burden shifted to the Employer to ask the Union to explain the relevance of its information request. *See Keauhou Beach Hotel*, 298 NLRB 702 (1990) ("[E]ven if the Union's request was ambiguous and/or intended to include information regarding nonunit employees when made, this would not excuse the Respondent's blanket refusal to comply; employer may not simply refuse to comply with an ambiguous and/or overbroad information request, but must request clarification and/or comply with the request to the extent it encompasses necessary and relevant information"). *Cf. BC Industries*, 307 NLRB 1275, 1275 n.2 (1992) (where decision to close not a mandatory subject of bargaining, no duty to furnish information for that purpose).

terminations, and the effects of the Employer's decision to close the Pediatrics Unit.

/s/
B.J.K.

ADV.21-CA-105489.Response.CoronaMedCenter(b) (6), (b)