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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MORI PAM RUBIN, Regional Director
of Region 31 of the National Labor
Relations Board, for and on behalf of
the NATIONAL LABOR RELATIONS
BOARD,

 Petitioner,

 v.

HOSPITAL OF BARSTOW, INC.,
D/B/A BARSTOW COMMUNITY
HOSPITAL,

 Respondent.

Case No. 5:13-cv-00933-CAS (DTBx)

ORDER GRANTING TEMPORARY
RESTRAINING ORDER UNDER
SECTION 10(J) OF THE NATIONAL
LABOR RELATIONS ACT

THIS MATTER came before the Court on the verified petition of Mori Pam
Rubin, Regional Director of Region 31 of the National Labor Relations Board,
herein the Board, for a temporary injunction pursuant to Section 10(j) of the
National Labor Relations Act, as amended [61 Stat. 149; 73 Stat. 544; 29 U.S.C. §
160(j)], herein the Act, pending the final disposition of the matters involved herein

1 which are now pending before an Administrative Law Judge of the Board.

2 Respondent failed to file an opposition to the petition.

3 The Court held a hearing in this matter on June 24, 2013, at which counsel
4 for Petitioner and Respondent appeared. After considering the parties' arguments
5 at the hearing, the Court GRANTS Respondent leave to file an opposition on or
6 before **July 1, 2013**. Petitioner may file a reply, if any, on or before **July 8, 2013**.
7 The Court will hold a further hearing in this matter **on July 29, 2013, at 10:00**
8 **a.m.**

9 Furthermore, in order to preserve the status quo pending the continued
10 hearing date and because Respondent does not object to the entry of a temporary
11 restraining order pending a further hearing in this matter; now, therefore, it is:

12 ORDERED, ADJUDGED, AND DECREED that, pending the further
13 hearing in this matter on July 29, 2013, or the final disposition of the matters at
14 issue before the Board, a temporary restraining order shall issue enjoining,
15 restraining, ordering, and directing Respondent, its officers, agents, successors,
16 assigns, and all persons acting in concert or participation with it to:

17 **Cease and desist from:**

18 (a) Failing and refusing to bargain in good faith with the California
19 Nurses Association/National Nurses Organizing Committee (CNA/NNOC), AFL-
20 CIO (the Union) as the exclusive collective-bargaining representative of its
21 employees in the following appropriate Unit with respect to rates of pay, hours of
22 employment and other terms and conditions of employment:

23 INCLUDED: all full-time, regular part-time, and per diem Registered
24 Nurses, including those who serve as relief charge nurses, employed by the
25 Employer at its facility located at 820 East Mountain View St., Barstow, California
26 92311 (the Unit).

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1 EXCLUDED: all other employees, including managers, confidential
2 employees, physicians, employees of outside registries and other agencies
3 supplying labor to the Employer, already represented employees, guards and
4 supervisors as defined in the Act, as amended.

5 (b) Unilaterally changing unit employees' terms and conditions of
6 employment, including implementing a change to how employees in the Unit can
7 obtain their certification training requirements, or any other change in wages, hours
8 and working conditions during collective bargaining without consent of the Union
9 and without bargaining to an overall good faith bargaining impasse.

10 (c) Insisting, as a condition of reaching any collective-bargaining
11 agreement, that the Union first provide all of its economic and non-economic
12 proposals and, in support of this position, refusing to offer any proposals or
13 counter-proposals and abruptly shortening and/or cancelling bargaining sessions.

14 (d) Failing and refusing to bargain with the Union over the terms of a
15 collective-bargaining agreement unless and until the Union agrees that the Unit
16 employees discontinue the use of Assignment Despite Objection (ADO) forms
17 and/or failing and refusing to bargain with the Union about the use of the ADO
18 forms, a mandatory subject for the purposes of collective bargaining.

19 (e) Failing and refusing to bargain in good faith with the Union as the
20 exclusive collective-bargaining representative of the Unit by engaging in the
21 following conduct: conditioning negotiations on non mandatory subjects of
22 bargaining; refusing to offer proposals or counterproposals; abruptly shortening
23 and/or canceling bargaining sessions; unilaterally implementing changes to Unit
24 employees' certification training requirements; and insisting as a condition of
25 reaching any collective-bargaining agreement that Unit employees no longer use
26 ADO forms or, alternatively, failing and refusing to bargain with the Union
27 regarding the ADO forms.

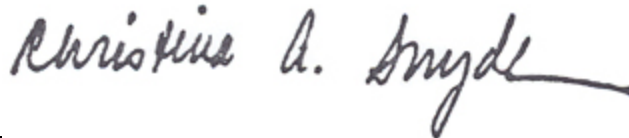
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1 (f) In any other manner failing or refusing to bargain in good faith with
2 the Union with respect to rates of pay, hours of employment, and other terms and
3 conditions of employment for the employees described above in paragraph (a).

4 (g) In any manner interfering with employees' rights under Section 7 of
5 the National Labor Relations Act (29 U.S.C. § 157).

6
7 IT IS SO ORDERED.

8
9 Dated at Los Angeles, California, this 24th day of June, 2013.

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13 CHRISTINA A. SNYDER
14 United States District Judge