FORM NLRB-501
(3-21)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case 01-CA-309351	Date Filed 12/22/2022

INSTRUCTIONS:
File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer
Hispanic Health Council

b. Tel. No.
(860) 527-0856

c. Cell No.

f. Fax. No.

d. Address *(Street, city, state, and ZIP code)*
175 Main Street

CT Hartford 06106

e. Employer Representative
(b) (6), (b) (7)(C)
[redacted]

g. e-mail
[redacted]@hispanichealthcouncil.org

h. Number of workers employed
80

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Others

j. Identify principal product or service
Health-related programs and services

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1,3 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge *(set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)*

--See additional page--

(b) (6), (b) (7)(C) ge *(if labor organization, give full name, including local name and number)*

4a. Address *(Street and number, city, state, and ZIP code)*
(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)

4c. Cell No.
(b) (6), (b) (7)(C)

4d. Fax No.

4e. e-mail
(b) (6), (b) (7)(C)

5. Full name of national or international labor organization of which it is an affiliate or constituent unit *(to be filled in when charge is filed by a labor organization)*

6. DECLARATION
I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C)

(signature of representative or person making charge)

(b) (6), (b) (7)(C)

(Print/type name and title or office, if any)

Address (b) (6), (b) (7)(C)

Date 12/22/2022 10:42:50 AM

Tel. No.
(b) (6), (b) (7)(C)

Office, if any, Cell No.
(b) (6), (b) (7)(C)

Fax No.

e-mail
(b) (6), (b) (7)(C)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(3)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2022

8(a)(3)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) joined or supported a labor organization and in order to discourage union activities and/or membership.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Termination	(b) (6), (b) (7)(C) 2022

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Termination	(b) (6), (b) (7)(C) 2022

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, protesting terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Termination	(b) (6), (b) (7)(C) 2022

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 34
450 Main St Ste 410
Hartford, CT 06103-3078

Agency Website: www.nlrb.gov
Telephone: (860)240-3522
Fax: (860)240-3564

Download
NLRB
Mobile App

December 22, 2022

(b) (6), (b) (7)(C)

Re: Hispanic Health Council
Case 01-CA-309351

Dear (b) (6), (b) (7)(C):

The charge that you filed in this case on December 22, 2022 has been docketed as case number 01-CA-309351. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Board Agent DESTINY M. RIVERA whose telephone number is (959)200-7367. If this Board agent is not available, you may contact Supervisory Field Examiner DINA M. RAIMO PELHAM whose telephone number is (959)200-7377.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: As the party who filed the charge in this case, it is your responsibility to meet with the Board agent to provide a sworn affidavit, or provide other witnesses to provide sworn affidavits, and to provide relevant documents within your possession. Because we seek to resolve labor disputes promptly, you should be ready to promptly present your affidavit(s) and other evidence. If you have not yet scheduled a date and time for the Board agent to take your affidavit, please contact the Board agent to schedule the affidavit(s). If you

fail to cooperate in promptly presenting your evidence, your charge may be dismissed without investigation.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Correspondence: All documents submitted to the Region regarding your case MUST be filed through the Agency's website, www.nlrb.gov. This includes all formal pleadings, briefs, as well as affidavits, documentary evidence, and position statements. The Agency requests all evidence submitted electronically to be in the form it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format).

If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge. If you cannot e-file your documents, you must provide a statement explaining why you do not have access to the means for filing electronically or why filing electronically would impose an undue burden.

In addition, this Region will be issuing case-related correspondence and documents, including complaints, compliance specifications, dismissal letters, deferral letters, and withdrawal letters, electronically to the email address you provide. To ensure that you receive important case-related correspondence, please ensure that the Board Agent assigned to your case has your preferred email address. These steps will ensure that you receive correspondence faster and at a significantly lower cost to the taxpayer. If there is some reason you are unable to receive correspondence via email, please contact the agent assigned to your case to discuss the circumstances that prevent you from using email.

Controlled Unclassified Information (CUI): This National Labor Relations Board (NLRB) proceeding may contain Controlled Unclassified Information (CUI). Subsequent information in this proceeding may also constitute CUI. National Archives and Records Administration (NARA) regulations at 32 CFR Part 2002 apply to all executive branch agencies that designate or handle information that meets the standards for CUI.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlrb.gov or from an NLRB office upon your request. *NLRB Form 4541, Investigative Procedures* offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Laura A. Sacks
Regional Director

By:
Michael C. Cass
Officer in Charge

Enclosure
1. Important Information About NLRB Investigations for Immigrant Workers (English & Spanish)

Important Information About NLRB Investigations for Immigrant Workers

The National Labor Relations Act (NLRA) protects most private-sector employees, <u>regardless</u> of their immigration status. The NLRA gives employees the right to:

- Form, join, or assist a union to negotiate concerning wages and other working conditions.
- Discuss wages and other working conditions with coworkers, a union, a worker center, a government agency, the media, or the public.
- Take collective action with coworkers to try to improve wages and other working conditions.
- Choose not to take part in any of these actions.

Below is important information for you to know about our confidential investigation process:

- Because immigration status is not relevant as to whether there has been a violation of the NLRA:
  - We will **NOT** ask you about your immigration status.
  - You **DO NOT** need to share any information with us about your immigration status.
  - You **DO NOT** need to share information about the status of your current/former coworkers.
- We only enforce the NLRA and have **NO** involvement with the enforcement of immigration laws.
- We will **NOT** share any information about you with the Department of Homeland Security (DHS), including Immigration and Customs Enforcement (ICE), or any other immigration authorities, unless you request that we share your information to assist you with seeking immigration relief, as described in the last bulleted point of this document.
- If you have concerns about appearing at our offices for any reason, please speak with the Board Agent assigned to the case about other methods of participating in the investigation, including taking your affidavit outside of our office or by video.
- Our investigations are confidential, which means that we will **NOT** disclose your affidavit to an employer, unless you testify at a trial, or we seek a federal court injunction.
- If you are not comfortable communicating with us in English, we will make an interpreter available to provide assistance and information in your preferred language.
- If you are aware that an employer or union has engaged in any of the following conduct, please tell the Board Agent about it because it may violate the law:

- Threatening to call DHS or ICE or making other similar threats because you or other employees have engaged in union activity or other collective action to improve working conditions.
- Asking employees to provide new or updated immigration documents/papers or reverifying employees' work authorization without a valid, non-discriminatory reason, which could violate the NLRA or other laws.

- If, at the end of the investigation, we determine there is merit to the charge (the employer or union has violated the law) and we have to litigate the case before an Administrative Law Judge, we will make every effort to prevent the employer or union from asking you about your immigration status.
- If you have filed a charge or are a witness and you or your representative tells us that there is NLRA protected activity at a worksite and immigration relief is necessary to protect employees who are exercising those rights or participating in the NLRB process, the NLRB will consider seeking immigration relief for employees at that worksite including deferred action, parole, U or T visa status, or other relief as available and appropriate. The NLRB cannot provide immigration advice. If you need immigration counsel, a list of providers of free legal services is available here: https://www.justice.gov/eoir/list-pro-bono-legal-service-providers.

For more information on the NLRB, please visit our website, www.nlrb.gov.

Información Importante Acerca de las Investigaciones de la NLRB para los Trabajadores Inmigrantes

La Ley Nacional de Relaciones del Trabajo (NLRA por sus siglas en inglés) protege a la mayoría de los empleados del sector privado, <u>independientemente</u> de su estatus migratorio. La NLRA les da a los empleados el derecho a:

- Formar, afiliarse o ayudar a una unión para negociar sobre los salarios y otras condiciones de trabajo.
- Discutir los salarios y otras condiciones de trabajo con los compañeros de trabajo, una unión, un centro de trabajadores, una agencia gubernamental, los medios de comunicación o el público.
- Tomar acciones colectivas con los compañeros de trabajo para tratar de mejorar los salarios y otras condiciones de trabajo.
- Optar por no participar en ninguna de estas acciones.

A continuación, le presentamos información importante que debe conocer acerca de nuestro proceso de investigación confidencial:

- Porque el estatus migratorio no es pertinente si ha habido una violación de la NLRA:
  - Nosotros **NO** le preguntaremos sobre su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información con nosotros acerca de su estatus migratorio.
  - Usted **NO NECESITA** compartir ninguna información sobre el estatus [migratorio] de sus actuales/antiguos compañeros de trabajo.
- Sólo hacemos cumplir la NLRA y **NO** estamos involucrados en el cumplimiento de las leyes de inmigración.
- **NO** compartimos ninguna información sobre usted con el Departamento de Seguridad Nacional (DHS por sus siglas en inglés), incluyendo el Servicio de Inmigración y Control de Aduanas (ICE por sus siglas en inglés) o cualquier otra autoridad de inmigración, a menos que usted solicite que compartamos su información para ayudarle a buscar alivio migratorio, como se describe en el último punto de este documento.
- Si tiene preocupaciones acerca de presentarse en nuestras oficinas por cualquier razón, por favor hable con el agente de la Junta asignado al caso sobre otras maneras de participar en la investigación, incluyendo tomar su declaración jurada fuera de nuestra oficina o por video.
- Nuestras investigaciones son confidenciales, lo que significa que **NO** divulgaremos su declaración jurada a un empleador, a menos que usted testifique en un juicio, o que busquemos un mandato judicial federal.
- Si no está cómodo/a comunicándose con nosotros en inglés, tendremos un intérprete disponible para proporcionarle asistencia e información en su idioma predilecto.

- Si usted sabe que un empleador o unión ha incurrido en alguna de las siguientes conductas, por favor infórmele al agente de la Junta ya que puede violar la ley:
    - Amenazar con llamar al DHS o al ICE o hacer otras amenazas similares porque usted u otros empleados han participado en actividades sindicales u otras acciones colectivas para mejorar las condiciones de trabajo.
    - Pedir a los empleados que proporcionen documentos/papeles de inmigración nuevos o actualizados o volver a verificar la autorización de trabajo de los empleados sin una razón válida y no discriminatoria, que podría violar la NLRA u otras leyes.
- Si, al final de la investigación, determinamos que el cargo tiene mérito (el empleador o la unión han violado la ley) y tenemos que litigar el caso frente a un Juez de Ley Administrativa, haremos todo lo posible para evitar que el empleador o la unión le pregunten sobre su estatus migratorio.
- Si usted ha presentado un cargo o es un testigo y usted o su representante nos dice que se hay una actividad protegida por la NLRA en un lugar de trabajo y que es necesario un alivio migratorio para proteger a los empleados que están ejerciendo esos derechos o participando en el proceso de la Junta Nacional de Relaciones del Trabajo (NLRB por sus siglas en ingles), la NLRB considerará la posibilidad de buscar un alivio migratorio para los empleados en ese lugar de trabajo, incluyendo la acción diferida, la libertad condicional, visas U o T u otro alivio en la medida en que esté disponible y sea apropiado. La NLRB no puede proporcionar asesoramiento de inmigración. Si necesita asesoramiento de inmigración, una lista de proveedores de servicios legales sin costo se encuentra disponible aquí (en inglés): https://www.justice.gov/eoir/list-pro-bono-legal-service-providers.

Para más información acerca de la NLRB, por favor visite nuestra página web, www.nlrb.gov.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 34
450 Main St Ste 410
Hartford, CT 06103-3078

Agency Website: www.nlrb.gov
Telephone: (860)240-3522
Fax: (860)240-3564

Download
NLRB
Mobile App

December 22, 2022

(b) (6), (b) (7)(C)
Hispanic Health Council
175 Main Street
Hartford, CT 06106

Re: Hispanic Health Council
Case 01-CA-309351

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Board Agent DESTINY M. RIVERA whose telephone number is (959)200-7367. If this Board agent is not available, you may contact Supervisory Field Examiner DINA M. RAIMO PELHAM whose telephone number is (959)200-7377.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing *Form NLRB-4701, Notice of Appearance*. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor requests to limit our use of position statements or evidence. Specifically, any material you submit may be introduced as evidence at a hearing before an administrative law judge regardless of claims of confidentiality. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Further, the Freedom of Information Act may require that we disclose position statements or evidence in closed cases upon request, unless an exemption applies, such as those protecting confidential financial information or personal privacy interests.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

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We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

Laura A. Sacks
Regional Director

By:
Michael C. Cass
Officer in Charge

Enclosures:
1. Copy of Charge
2. Commerce Questionnaire

FORM NLRB-5081
(3-11)

NATIONAL LABOR RELATIONS BOARD

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME	CASE NUMBER
	01-CA-309351

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

[ ] CORPORATION [ ] LLC [ ] LLP [ ] PARTNERSHIP [ ] SOLE PROPRIETORSHIP [ ] OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION OR FORMATION	B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS *(Products handled or manufactured, or nature of services performed).*

7A. PRINCIPAL LOCATION:	7B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. TOTAL:	B. AT THE ADDRESS INVOLVED IN THIS MATTER:

9. DURING THE MOST RECENT *(Check the appropriate box):* [ ] **CALENDAR** [ ] **12 MONTHS** or [ ] **FISCAL YEAR** *(FY DATES _____)*

	YES	NO
A. Did you **provide services** valued in excess of $50,000 directly to customers outside your State? If no, indicate actual value. $_____		
B. If you answered no to 9A, did you **provide services** valued in excess of $50,000 to customers in your State who purchased goods valued in excess of $50,000 from directly outside your State? If no, indicate the value of any such services you provided. $_____		
C. If you answered no to 9A and 9B, did you **provide services** valued in excess of $50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than $50,000, indicate amount. $_____		
D. Did you **sell goods** valued in excess of $50,000 directly to customers located outside your State? If less than $50,000, indicate amount. $_____		
E. If you answered no to 9D, did you **sell goods** valued in excess of $50,000 directly to customers located inside your State who purchased other goods valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
F. Did you **purchase and receive goods** valued in excess of $50,000 from directly outside your State? If less than $50,000, indicate amount. $_____		
G. Did you **purchase and receive goods** valued in excess of $50,000 from enterprises who received the goods directly from points outside your State? If less than $50,000, indicate amount. $_____		
H. **Gross Revenues** from all sales or performance of services ***(Check the largest amount)*** [ ] $100,000 [ ] $250,000 [ ] $500,000 [ ] $1,000,000 or more If less than $100,000, indicate amount.		
I. **Did you begin operations within the last 12 months?** If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

[ ] YES [ ] NO *(If yes, name and address of association or group).*

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE *(Type or Print)*	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

HISPANIC HEALTH COUNCIL **Charged Party** **and** (b) (6), (b) (7)(C) **, AN INDIVIDUAL** **Charging Party**	**Case 01-CA-309351**

AFFIDAVIT OF SERVICE OF <u>CHARGE AGAINST EMPLOYER</u>

I, the undersigned employee of the National Labor Relations Board, state under oath that on December 22, 2022**,** I served the above-entitled document(s) by email and post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)
Hispanic Health Council
175 Main Street
Hartford, CT 06106
Email: (b) (6), (b) (7)(C) @hispanichealthcouncil.org

December 22, 2022
Date

Marcelina Cabrera, Designated Agent of NLRB
Name

Marcelina Cabrera
Signature

Form NLRB - 501 (3-21)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
01-CA-309351	3-14-2023

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Hispanic Health Council		b. Tel. No. (860)527-0856 c. Cell No.
d. Address (*Street, city, state, and ZIP code*) 175 Main Street, Hartford, CT 06106	e. Employer Representative (b) (6), (b) (7)(C) [redacted]	f. Fax No. g. e-mail [redacted] @hispanichealthcouncil.org h. Number of Workers Employed 80
i. Type of Establishment (*factory, mine, wholesaler, etc.*) Non profit health organization	j. Identify Principal Product or Service Health related programs and services	

I. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

See attached page.

3. Full name of party filing charge (*if labor organization, give full name, including local name and number*) (b) (6), (b) (7)(C) [redacted]	
4a. Address (*Street and number, city, state, and ZIP code*) (b) (6), (b) (7)(C) [redacted]	4b. Tel. No. (b) (6), (b) (7)(C) [redacted] 4c. Cell No. (b) (6), (b) (7)(C) [redacted] 4d. Fax No. 4e. e-mail (b) (6), (b) (7)(C) [redacted]
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)	

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

(b) (6), (b) (7)(C) [redacted]		Tel. No. (b) (6), (b) (7)(C) [redacted] Office, if any, Cell No. (b) (6), (b) (7)(C) [redacted]
(*signature of representative or person making charge*)	(b) (6), (b) (7)(C) [redacted] (*Print/type name and title or office, if any*)	Fax No.
Address: (b) (6), (b) (7)(C) [redacted]	Date: 3/14/2023	e-mail (b) (6), (b) (7)(C) [redacted]

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq*. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Attachment Box 2

On or about (b) (6), (b) (7)(C) 2022, the above-named Employer, by its officers and agents, terminated (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in protected, concerted activities, including but not limited to, discussions with other employees about terms and conditions of employment and raising common concerns about working conditions to the Employer, and in order to discourage employees from engaging in protected, concerted activities.

On or about (b) (6), (b) (7)(C) 2022, the above-named Employer, by its officers and agents, terminated (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in activities in support of a labor organization and in order to discourage union activities and/or membership.

In early February 2023, the above-named Employer interrogated employees about the protected concerted activities and union activities of other employees without providing employees with the assurances required by Johnnie's Poultry.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

SUBREGION 34
450 Main St, Suite 410
Hartford, CT 06103-3078

Agency Website: www.nlrb.gov
Telephone: (860)240-3522
Fax: (860)240-3564

Download
NLRB
Mobile App

March 15, 2023

(b) (6), (b) (7)(C)
Hispanic Health Council
175 Main Street
Hartford, CT 06106

Re: Hispanic Health Council
Case 01-CA-309351

Dear (b) (6), (b) (7)(C):

Enclosed is a copy of the first amended charge that has been filed in this case.

Investigator: This charge is being investigated by Board Agent DESTINY M. RIVERA whose telephone number is (959)200-7367. If the agent is not available, you may contact Supervisory Field Examiner DINA M. RAIMO PELHAM whose telephone number is (959)200-7377.

Presentation of Your Evidence: As you know, we seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations in the first amended charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Preservation of all Potential Evidence: Please be mindful of your obligation to preserve all relevant documents and electronically stored information (ESI) in this case, and to take all steps necessary to avoid the inadvertent loss of information in your possession, custody or control. Relevant information includes, but is not limited to, paper documents and all ESI (e.g. SMS text messages, electronic documents, emails, and any data created by proprietary software tools) related to the above-captioned case.

Prohibition on Recording Affidavit Interviews: It is the policy of the General Counsel to prohibit affiants from recording the interview conducted by Board agents when subscribing Agency affidavits. Such recordings may impede the Agency's ability to safeguard the confidentiality of the affidavit itself, protect the privacy of the affiant and potentially compromise the integrity of the Region's investigation.

Procedures: Pursuant to Section 102.5 of the Board's Rules and Regulations, parties must submit all documentary evidence, including statements of position, exhibits, sworn

statements, and/or other evidence, by electronically submitting (E-Filing) them through the Agency's web site (www.nlrb.gov). You must e-file all documents electronically or provide a written statement explaining why electronic submission is not possible or feasible. Failure to comply with Section 102.5 will result in rejection of your submission. The Region will make its determination on the merits solely based on the evidence properly submitted. All evidence submitted electronically should be in the form in which it is normally used and maintained in the course of business (i.e., native format). Where evidence submitted electronically is not in native format, it should be submitted in a manner that retains the essential functionality of the native format (i.e., in a machine-readable and searchable electronic format). If you have questions about the submission of evidence or expect to deliver a large quantity of electronic records, please promptly contact the Board agent investigating the charge.

If the Agency does not issue a formal complaint in this matter, parties will be notified of the Regional Director's decision by email. Please ensure that the agent handling your case has your current email address.

Very truly yours,

LAURA A. SACKS
Regional Director

By:
MICHAEL C. CASS
Officer in Charge

Enclosure: Copy of first amended charge

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

HISPANIC HEALTH COUNCIL Charged Party and (b) (6), (b) (7)(C) Charging Party	**Case 01-CA-309351**

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **,** I served the above-entitled document(s) by email upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)
Hispanic Health Council
175 Main Street
Hartford, CT
(b) (6), (b) (7)(C)@hispanichealthcouncil.org

(b) (6), (b) (7)(C)
Phone: (b) (6), (b) (7)(C)
Mobile: (b) (6), (b) (7)(C)
Email: (b) (6), (b) (7)(C)

March 15, 2023

Date

Christine Sullivan, Designated Agent of NLRB

Name

/s/ Christine Sullivan

Signature

FORM NLRB-4701
(9-03)

NATIONAL LABOR RELATIONS BOARD

NOTICE OF APPEARANCE

Individual

and

CASE 01-CA-309351

Hispanic Health Council

☒ REGIONAL DIRECTOR

☐ EXECUTIVE SECRETARY
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

☐ GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD
Washington, DC 20570

THE UNDERSIGNED HEREBY ENTERS APPEARANCE AS REPRESENTATIVE OF Hispanic Health Council

IN THE ABOVE-CAPTIONED MATTER.

CHECK THE APPROPRIATE BOX(ES) BELOW:

☒ **REPRESENTATIVE IS AN ATTORNEY**

☒ **IF REPRESENTATIVE IS AN ATTORNEY, IN ORDER TO ENSURE THAT THE PARTY MAY RECEIVE COPIES OF CERTAIN DOCUMENTS OR CORRESPONDENCE FROM THE AGENCY IN ADDITION TO THOSE DESCRIBED BELOW, THIS BOX MUST BE CHECKED. IF THIS BOX IS NOT CHECKED, THE PARTY WILL RECEIVE ONLY COPIES OF CERTAIN DOCUMENTS SUCH AS CHARGES, PETITIONS AND FORMAL DOCUMENTS AS DESCRIBED IN SEC. 11842.3 OF THE CASEHANDLING MANUAL.**

(REPRESENTATIVE INFORMATION)

NAME: Beverly Knapp Anderson

MAILING ADDRESS: 750 Main St,Suite 200
Hartford CT

E-MAIL ADDRESS: bknapp@npmlaw.com

OFFICE TELEPHONE NUMBER: 8608566351

CELL PHONE NUMBER: 8605481122 ***FAX:*** 8605481223

SIGNATURE: *(Please sign in ink.)*

DATE: Wednesday, March 29, 2023 10:35 AM Eastern Standard Time

[1] IF CASE IS PENDING IN WASHINGTON AND NOTICE OF APPEARANCE IS SENT TO THE GENERAL COUNSEL OR THE EXECUTIVE SECRETARY, A COPY SHOULD BE SENT TO THE REGIONAL DIRECTOR OF THE REGION IN WHICH THE CASE WAS FILED SO THAT THOSE RECORDS WILL REFLECT THE APPEARANCE.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Hispanic Health Council **Case 01-CA-309351**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in their facilities located at 175 Main Street, Hartford CT 06106, 590 Park Street, Hartford CT 06106, and 165 Miller Street, Meriden CT 06450. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens, and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all current employees who work at its facilities located at 175 Main Street, Hartford, CT 06106, 590 Park Street, Hartford, CT 06106, and 165 Miller Street, Meriden CT 06450 and to all former employees who were employed at any time since December 1, 2022. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 1 of the National Labor Relations Board in Case 01-CA-309351." If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

VIDEO READING OF NOTICE. In addition to posting and emailed distribution, Charged Party, by (b) (6), (b) (7)(C) [redacted], will make an audio and video recording of (b) (6), (b) (7)(C) [redacted] reading a copy of the approved Notice to Employees, which will be disseminated via email to all individuals who were employed by the Employer since December 1, 2022. The message of the e-mail transmitting the link will state: "We are distributing the Attached Recorded Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 01 of the National Labor Relations Board in Case 01-CA-309351." The video recording must be approved prior to being posted and distributed to employees. Both the e-mailed Notice and the video recording of the Notice must be distributed within 45 days of the approval of this Agreement. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' addresses and phone numbers visible, along with a copy of the attached Notice, the video recording and a fully completed Certification of Posting form, viathe Agency's e-filing portal at www.nlrb.gov.

Initials: ___ (b) (6), (b) (7)(C) [redacted] _____

NOTICE OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT — After the Regional Director has approved this Agreement, a responsible official of the Charged Party will print and post the "Employee Rights Under the NLRA" poster (English and Spanish versions) in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. This notice is available for download at the following web address:
https://www.nlrb.gov/news-publications/publications/employee-rights-notice-posting.
The Charged Party will keep the posters posted for a six month period after the initial posting. The Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the posters are posted pursuant to the terms of this Agreement.

MANDATORY TRAINING FOR SUPERVISORS AND MANAGERS — The Charged Party will schedule with Region 1 of the NLRB one mandatory 45-minute training session to take place at its facility located at 175 Main Street, Hartford, Connecticut, during the work day, on paid work time, and for all supervisors and managers employed at its Hartford and Meriden Connecticut facilities. The training session will cover employee rights protected under the National Labor Relations Act and will include additional time for questions and answers. The Charged Party will instruct supervisors, and managers to attend the training session. The Region will conduct the training session(s) at an agreed upon date and time, either in person or via a videoconference platform, at the Regional Director's discretion. Should the parties fail to agree upon a training date and/or time, the Regional Director shall have sole discretion to select the date and time for the training session. The Charged Party will create an attendance list including the names of all supervisors and managers in attendance at the mandatory training and will provide a copy of the attendance document to the Regional Director within 14 days from the day of the training session(s).

TRAINING OF EMPLOYEES — A Board agent will provide a training session(s) to the Charged Party's non-supervisory and non-managerial employees regarding the National Labor Relations Act. The date, time, and location/method for this training(s) must be approved by the Regional Director in advance. This training(s) will take place during the work day, on paid work time, and for all non-supervisory and non-managerial employees employed by the Employer at its Hartford and Meriden facilities. The Regional Director will determine whether to hold one training session for all non-supervisory and non-managerial employees, or whether to hold separate sessions at the Charged Party's Hartford locations and Meriden location.

REMOVAL OF REFERENCES TO DISCHARGE AND LETTER TO EMPLOYEE-Within 14 days from approval of this agreement, the Charged Party will remove from its files any references to the discharge of (b) (6), (b) (7)(C) and provide [redacted] with the written notification required in the Notice to Employees by sending a letter on the Charged Party's letterhead that is signed by its CEO. The letter will state that all records of (b) (6), (b) (7)(C) discharge have been removed from the Charged Party's files, the discharge will not be used against [redacted] in any way, and the company will respect the rights of employees to discuss terms and conditions of employment with coworkers.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY AND FRONT PAY— Within 14 days from approval of this agreement, the Charged Party will make whole (b) (6), (b) (7)(C) by payment to [redacted] in the amount set forth opposite [redacted] name. The Charged Party will make appropriate withholdings for (b) (6), (b) (7)(C). No withholdings should be made from the interest portion of the backpay. The Charged Party will remit a separate check for the interest, excess tax and expenses portion of the backpay due (if applicable), from which no withholdings shall be made. The Charged Party will also file with the Regional Director a backpay report allocating the payments to the appropriate calendar year and a copy of the IRS Form W-2 for wages

Initials: ___ [redacted] _____

earned in the current calendar year and no sooner than December 31st of the current year and no later than January 30th of the following year. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Employee	Backpay	Interest	Consequential Damages	Expenses	Excess Tax	Total	Front Pay	Total
(b) (6), (b) (7)(C) [redacted]	$9,159	$108	$0	$200	$0	$9,467	$9,800	$19,267

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes __ (b) (6), (b) (7)(C) [redacted] _____ No _____
Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director. The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file

Initials: ___ (b) (6), (b) (7)(C) [redacted] _____

a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party **Hispanic Health Council**		**Charging Party** (b) (6), (b) (7)(C)	
By: Name and Title	Date	By: Name and Title	Date
/s/ (b) (6), (b) (7)(C)	4/5/2023	/s/ (b) (6), (b) (7)(C)	4/6/2023
Print Name and Title below (b) (6), (b) (7)(C)		Print Name and Title below	

Recommended By:	Date	Approved By:	Date
/s/ Destiny M. Rivera DESTINY M. RIVERA Board Agent	4/10/2023	/s/ Laura A. Sacks LAURA A. SACKS Regional Director, Region 1	4/11/2023

Initials: __ (b) (6), (b) (7)(C) _____

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative 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 interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to engage in protected activities with your fellow employees and others that concern your wages, hours, and working conditions and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT question you about other employees' protected activities or union activities or your support of these activities.

WE WILL NOT discharge you or in any other manner discriminate against you for engaging in activities with your coworkers to improve your wages and working conditions, including bring group concerns to the attention of management.

WE WILL NOT discharge you or in any other manner discriminate against you for engaging in activities on behalf of a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under the National Labor Relations Act.

WE WILL pay (b) (6), (b) (7)(C) for the wages and benefits [redacted] lost because we discharged [redacted] and for any consequential economic harm resulting from [redacted] discharge, plus interest and (b) (6), (b) (7)(C) has opted to waive reinstatement.

WE WILL provide (b) (6), (b) (7)(C) with a neutral job reference, in writing.

WE WILL have an agent of the National Labor Relations Board train our managers and supervisors about our employees' rights under the National Labor Relations Act.

WE WILL have an agent of the National Labor Relations Board train our non-supervisory employees about their rights under the National Labor Relations Act.

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C) and **WE WILL** notify [redacted] in writing that this has been done and that the discharge will not be used against [redacted] in any way.

Initials: _____ [redacted] _____

Hispanic Health Council
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Thomas P. O'Neill Jr. Federal Building
10 Causeway St, Room 1002
Boston, MA 02222-1001

Telephone: (617)565-6700
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Initials: _____ (b) (6), (b) (7)(C) _____

FORM NLRB 4724 (10-13)

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative 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 interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to engage in protected activities with your fellow employees and others that concern your wages, hours, and working conditions and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT question you about other employees' protected activities or union activities or your support of these activities.

WE WILL NOT discharge you or in any other manner discriminate against you for engaging in activities with your coworkers to improve your wages and working conditions, including bring group concerns to the attention of management.

WE WILL NOT discharge you or in any other manner discriminate against you for engaging in activities on behalf of a union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under the National Labor Relations Act.

WE WILL pay (b) (6), (b) (7)(C) for the wages and benefits [redacted] lost because we discharged [redacted] and for any consequential economic harm resulting from [redacted] discharge, plus interest and (b) (6), (b) (7)(C) has opted to waive reinstatement.

WE WILL provide (b) (6), (b) (7)(C) with a neutral job reference, in writing.

WE WILL have an agent of the National Labor Relations Board train our managers and supervisors about our employees' rights under the National Labor Relations Act.

WE WILL have an agent of the National Labor Relations Board train our non-supervisory employees about their rights under the National Labor Relations Act.

FORM NLRB 4724 (10-13)

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL remove from our files all references to the discharge of (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) and **WE WILL** notify (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) in writing that this has been done and that the discharge will not be used against (b) (6), (b) (7)(C) in any way.

HISPANIC HEALTH COUNCIL

(Employer)

Dated: 4/20/23 **By:** (b) (6), (b) (7)(C)

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Thomas P. O'Neill, Jr. Federal Building
10 Causeway St., Room 1002
Boston, MA 02222-1001
Telephone: (617)565-670
Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Regional office listed above.

PLEASE PRINT ON LEGAL SIZE PAPER

CERTIFICATION OF POSTING

Re: Hispanic Health Council
Case 01-CA-309351

Due : April 26, 2023

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Charged Party has taken to comply.

Physical Posting: The signed and dated Notice in the above matter was posted on:

(date) 4/20/23

at the following locations (list specific places of posting ex. 2nd floor break room bulletin board at 1 Main Street facility):

175 Main Street, Hartford, CT 06106 Breakroom

590 Park Street Hartford, CT 06106 Breakroom

165 Miller Street Meriden, CT 06450 Breakroom

A legible color copy of the signed Notice in all languages provided, displaying full text of the Notice, including the date, signature and title of the responsible official of the Charged Party must be e-filed together with this Certification of Posting.

Email Notice: The Settlement Agreement provides that the Charged Party will also distribute the Notices in all languages provided by email to all employees using the method set forth in the Settlement Agreement.

The signed and dated Notice was emailed on:

(date) 4/25/23

A copy of the distribution e-mail, with all of the recipients' e-mail addresses visible (or a separate sheet detailing the email addresses if the email was sent via a group email address or listserv), along with a copy of the attached Notice, must be e-filed together with this Certification of Posting.

Recorded Reading of the Notice: The Settlement Agreement provides that a responsible management official of the Charged Party (or a specific individual as set forth in the Settlement Agreement) will record themselves reading the Notice in English and any other languages deemed necessary by the Region. That recording must be sent to the employees using the method described in the Settlement Agreement.

The following individual read the Notice:

(Responsible official's name and title) (b) (6), (b) (7)(C)

The recorded Notice reading was sent to employees on:

(date) 4/25/23

The recorded Notice reading was sent to employees via:

(describe method of dissemination e.g. text, email, intranet posting)

Email

The recording of the Notice reading along with proof of the method of dissemination must be e-filed together with this Certification of Posting. Note that if you are unable to upload the recording into our e-filing system, you may send it via email to me at megan.nentwich@nlrb.gov or contact me to arrange an alternative delivery option.

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

CHARGED PAR[redacted]

Signature: [redacted]

Printed Name: [redacted]

Title: [redacted]

Date: 4/25/23

E-file this form at www.NLRB.gov along with any documentation described above in bold.

CERTIFICATION OF COMPLIANCE

Re: Hispanic Health Council
Case 01-CA-309351

Due : April 26, 2023

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Charged Party has taken to comply.

Make-Whole: The Settlement Agreement provides that the Charged Party will make whole the discriminatees named below by payment to them in the amounts set forth opposite their name:

Name	Backpay	Front Pay	SUBTOTAL (withholdings)	Interest	Expenses	SUBTOTAL (no withholdings)
(b) (6), (b) (7)(C) [redacted]	$9,159	$9,800	**$18,959**	$108	$200	**$308**

Within 14 days from the date of this letter soliciting compliance, the Charged Party must issue checks to the named individuals in the amounts set forth above, less deductions for Social Security and withholding taxes.

One check for backpay and front pay amounts should be issued i.e. the amount in the column titled "SUBTOTAL (withholdings)." These amounts should be treated as wages in the year paid. See IRS Publication 15-A for more information. If the Charged Party does not have a current W-4 form concerning federal income tax withholding, it should consult IRS Publication 15 for guidance on the correct method to calculate tax withholdings. For federal withholdings, in the absence of a current W-4 form, the Charged Party may withhold at a flat rate of 22% consistent with IRS publication 15. The Charged Party will ensure that the amount of the tax shall be determined as if such payroll period constituted a miscellaneous payroll period of 52-weeks, and not the normal weekly or biweekly payroll period. The check must issue with an explanatory statement reflecting deduction amounts from the backpay and front pay i.e. a pay stub.

A second check for the total amount of interest, excess taxes, and expenses owed to each individual listed above should be issued i.e. the amount in the column titled "SUBTOTAL (no withholdings)." No withholding or deductions should be taken from these amounts.

The Charged Party must deliver the checks to the discriminatee(s) at their last known address or to any updated address provided by the Region, via a delivery method with tracking service. It is my strong preference that the Charged Party send the checks via UPS. Any checks returned to the Charged Party must be forwarded to the NLRB Regional office.

Alternatively, the Charged Party may issue payments to the discriminatee(s) as discussed above via ACH or direct deposit.

The Charged Party made whole the discriminatee(s) as described in the Settlement Agreement for the loss of wages and benefits on:

(date) 4/25/23.

The payments were made via:

(method of payment and delivery) Direct Deposit & Check

A copy of the checks/direct deposit information along with the tracking information if the checks were mailed must be e-filed together with this Certification of Compliance.

Report of Backpay Form and IRS Form W-2: The Settlement Agreement provides that the Charged Party will submit an IRS form W-2 and Report of Backpay Paid Under the National Labor Relations Act form (Report of Backpay) that contains certain information for each discriminatee listed in the "Make-Whole" paragraph above.

The Charged Party must complete and return the Report of Backpay, which is included after this Certification of Compliance. The Charged Party should e-file a completed IRS Form W-2 for each discriminatee at the time it submits the Report of Backpay form, if possible. Otherwise, the Charged Party must e-file a completed IRS Form W-2 for each discriminatee by no later than January 31st of next year.

The completed Report of Backpay and W-2's for each discriminatee who received backpay must be e-filed together with this Certification of Compliance.

OR

(initial) [redacted] The Charged Party agrees to e-file the completed Report of Backpay Paid and IRS W-2 Form(s) by no later than January 31st of next year.

Removal of References to Discharge and Letter to Employee: The Settlement Agreement provides that the Charged Party will remove from its files any references to the discharge of [redacted] and provide [redacted] with the written notification required in the Notice to Employees by sending a letter on the Charged Party's letterhead that is signed by its CEO. The letter will state that all records of (b) (6), (b) (7)(C) discharge have been removed from the Charged Party's files, the discharge will not be used against [redacted] in any way, and the company will respect the rights of employees to discuss terms and conditions of employment with coworkers.

Please note that the letter must not limit where the removal of the unlawful discipline or action occurred by including statements such as "your personnel file" or "your employee file". The letter must state that all references have been removed from all files maintained by the Charged Party.

A copy of the letter must be e-filed together with this Certification of Compliance.

Posting Notice of Employee Rights Under the National Labor Relations Act: The Settlement Agreement provides that the Charged Party will print and post the "Employee Rights Under the NLRA" poster in English and Spanish in prominent places around its facility, including all places where the Charged Party normally posts notices to employees. The posters are available for download at the following web address:

https://www.nlrb.gov/news-publications/publications/employee-rights-notice-posting.

The Charged Party will keep the posters posted for a one-year period after the initial posting. The Charged Party agrees to grant agents of the National Labor Relations Board access to its premises for the purposes of confirming that the posters are posted pursuant to the terms of the Agreement.

Photo(s) of the posting must be e-filed together with this Certification of Compliance.

Neutral Job Reference: The Settlement Agreement and/or Notice provides that the Charged Party will give a neutral job reference for the named employee(s). To be valid, a neutral job reference must

contain only factual data such as the dates of employment and not list any reason for separation of employment, reference any adverse action taken against the employee(s), or offer any negative exposition on the work performance or character of the employee(s). Sample text for any potential job reference must be sent to the named employee(s).

The Charged Party sent the sample text of the job reference to the employee(s) on:

(date) 4/25/23

Via:

(method of communication ex. email, written letter) emailed letter

* **A copy of the sample text must be e-filed together with this Certification of Compliance.**

I have completed this Certification of Compliance and state under penalty of perjury that it is true and correct.

CHARGED PARTY

Signature: (b) (6), (b) (7)(C)

Printed Name: (b) (6), (b) (7)(C)

Title: (b) (6), (b) (7)(C)

Date: 4/25/23

E-file this form at www.NLRB.gov along with any documentation described above in bold.

REPORT OF BACKPAY PAID UNDER THE NATIONAL LABOR RELATIONS ACT

(See IRS Publication 957: Reporting Back Pay and Special Wage Payments to the Social Security Administration)

Employer Name and Address	Hispanic Health Council					
Employer's EIN:		Tax Year in Which Award Payment Was Paid:				**2023**
(1) SSN and Employee Name	(2)*Award Amount and Period(s)	(3)**Other Soc. Sec./ Med. Wages Paid in Award Year		(4)***Allocation		
		Soc. Sec.	Med./MQGE	Year	Soc. Sec.	Med./MQGE
- - (b) (6), (b) (7)(C) [redacted]	$18,959 12/2022-	$0	$0	2022 2023	$1,632 $17,327	$1,632 $17,327

*Exclude amounts specifically designated as damages, penalties, etc.

**Exclude the amount of backpay, if any, included in that amount.

***For periods before January, 1978 (and for state and local government (Section 218) employees before January 1, 1981), show the wage amounts by calendar quarters. The social security and/or Medicare Qualified Government Employment (MQGE) wages (where applicable) must be shown separately FOR ALL YEARS. (Wages subject ONLY to MQGE would be shown in the Medicare/MQCE column; no wages would be shown in the Soc. Sec. column.) For tax years 1991 and later, the social security and Medicare wages must be listed separately.

I certify that the payments set forth above were made pursuant to the National Labor Relations Act.

(b) (6), (b) (7)(C) [redacted]

4/25/25
(Date)

Contact Person (for questions or additional information):

(b) (6), (b) (7)(C) [redacted]
(Name of Contact)

(b) (6), (b) (7)(C) [redacted]
(Contact Telephone Number)

E-file this form at www.nlrb.gov