

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD  
SETTLEMENT AGREEMENT

**IN THE MATTER OF**

**Providence Sacred Heart Medical Center & Children's Hospital**

**Case 19-CA-261842**

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 prominent locations throughout its facilities located at 101 W. 8th Avenue, Spokane, WA 99220. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

**NON-ADMISSION CLAUSE** – By entering into this Informal Settlement Agreement, the Charged Party does not admit to violating the National Labor Relations Act as alleged, and approval by the Regional Director does not constitute a determination that Charged Party has violated the Act.

**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 Acting 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 Acting General Counsel knew of those matters or could have easily found them out. The Acting 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 Acting 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 CGB  
Initials

No \_\_\_\_\_  
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

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 Acting General Counsel would ordinarily plead to establish the unfair labor practices.

**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 Acting 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.

<b>Charged Party</b> <b>Providence Sacred Heart Medical Center &amp; Children's Hospital</b>		<b>Charging Party</b> <b>Washington State Nurses Association</b>	
By:	Name and Title	Date	
		2-11-21	
Print Name and Title below		Print Name and Title below	
Charles G. Bradley, Sr. Labor & Employment Counsel			
Recommended By:	Date	Approved By:	Date
YAROMIL RALPH Attorney		JILL H. COFFMAN Regional Director, Region 20	



(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.

**WE WILL NOT**, upon request, refuse to bargain in good faith with WASHINGTON STATE NURSES ASSOCIATION (Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All part-time and full-time Registered Nurses employed in the Medical Center as general duty staff nurses, charge nurses, supplemental nurses and resident nurses, excluding all other employees, guards and supervisors as defined in the Act.

**WE WILL**, upon request, bargain in good faith with the Union as the exclusive collective-bargain representative of our unit employees.

**WE WILL NOT** refuse to adequately inform employees and/or employees' Union representative about the subject matter(s) of any investigatory interviews we plan to subject them to.

**WE WILL NOT** refuse to provide information to the Union that is necessary for the Union's representation of bargaining Unit employees. **WE WILL** provide the Union with information that is necessary for the Union's representation of bargaining Unit employees.

**WE WILL NOT** delay in providing information to the Union that is necessary for the Union's representation of bargaining Unit employees.

**WE WILL NOT** in any like or related manner interfere with your rights under Section 7 of the Act.

**WE WILL** provide you, and/or your Union representative, with sufficient information about the subject matter(s) of any investigatory interviews we plan to subject you to, so that you and your Union have knowledge of the subject matter(s) we are investigating, and can fully discuss that subject matter in advance of an investigatory interview.

**Providence Sacred Heart Medical Center &  
Children's Hospital**

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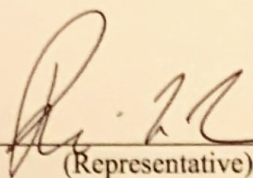
(Employer)

*PL*

Dated:

3/14/21

By:

  
(Representative)

attorney  
(Title)

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*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 (link is external) 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.*

915 2nd Ave Ste 2948  
Seattle, WA 98174-1006

Telephone: (206) 220-6300  
Hours of Operation: 8:15 a.m. to 4:45 p.m.

19-CA-261842

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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 Centralized Compliance Unit at [complianceunit@nrlb.gov](mailto:complianceunit@nrlb.gov).