

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**PeaceHealth Southwest Medical Center and PeaceHealth St. John
Medical Center**

**Cases 19-CA-268367 and
19-CA-268368**

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 and Attachment A 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 Attachment and, beginning on about June 30, 2021, post them in all locations in its facilities in Longview and Vancouver where notices to employees are ordinarily posted. 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 Washington State Nurses Association-represented employees who worked at its facilities located in Longview and Vancouver, Washington, since April 29, 2020. 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 19 of the National Labor Relations Board in Cases 19-CA-268367 and 19-CA-268368. If you took unpaid time off or used paid time off as a result of our August 17, 2020, revised temporary COVID-19 Leave Bank program, you should, no later than July 23, 2021, fill out, sign, and return the attached claim form to ComplianceUnit@nlrb.gov, so that you have the opportunity to be reimbursed for such time off if eligible." A blank copy of the claim form is attached hereto as Attachment A. 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 of 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.

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

BACKPAY — Within 45 days from receipt of claim forms from the Centralized Compliance Unit, the Charged Party will provide the Centralized Compliance Unit for each employee who submitted a claim form with 1) proof of payment making them whole in the amount opposite each name and showing for each the hours covered and hourly rate of pay; 2) a Backpay report allocating the payment(s) to the appropriate calendar year; and 3) a copy of the IRS form W-2 for wages earned in the current calendar year. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. Payments should be made separately from regular paychecks.

Method for determining backpay owed: The Charged Party shall make whole, by payment of backpay plus interest or reinstatement of paid time off, each employee who, by July 23, 2021, submits a claim form to ComplianceUnit@nlrb.gov attesting that, as a result of the Charged Party's August 17, 2020, revision of its temporary COVID-19 Time Off Bank Policy, during the period August 17, 2020, through June 30, 2021, the employee took unpaid time off or used regular paid time off when the employee was ill. The Charged Party will make the backpay payments or reinstate paid time off as provided above unless the Charged Party provides the Centralized Compliance Unit with records demonstrating that such employee was on paid work time during the reported time or has exhausted the employee's COVID-19 Time Off Bank. The amount owed to each employee will be calculated by multiplying the number of hours claimed by their straight-time rate of pay.

Interest calculation: Interest on backpay will be calculated as prescribed in *New Horizons*, 283 NLRB 1173 (1987) and *Kentucky River Medical Center*, 356 NLRB 6 (2010). Specifically, interest will be compounded on a daily basis, commencing with the last day of each calendar quarter of the backpay period for the amount due, using the short-term Federal interest rate, which is 5% for the period 7/1/2019 to 6/30/2020 and 3% for the period 7/1/2020 to 6/30/2021.

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.

NON-ADMISSION CLAUSE — By entering into this agreement, the Charged Party does not admit that it has violated the National Labor Relations Act.

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 _____ | No _____ |
| Initials | Initials |

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence on June 30, 2021, 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.

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.

NLRB Cases 19-CA-268367 & 268368

(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.

Washington State Nurses Association is your representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following units:

All of our regular full-time, part-time, per diem, and relief registered nurses, including home care, hospice, wound care and pain clinic registered nurses, at the following Vancouver, Washington facilities: Medical Center campus currently located at 400 NE Mother Joseph Place, Memorial Campus currently located at 3400 Main Street, Memorial Health Care Center currently located at 100 E 33rd Street, Administration Building currently located at 602 NE 92nd Avenue, Homecare/Hospice currently located at 5400 MacArthur Boulevard, Pain and Cardiology Clinics currently located at 2312 NE 129th Street, and Ray Hickey Hospice House currently located at 2112 East Mill Plain Boulevard, but excluding CRNAs, coordinator CRNAs, QM coordinators, lead employee health nurses, employees nurses, clinical educators, all other employees, guards and supervisors as defined in the Act (“Southwest Unit”).

All of our registered nurses employed at St. John Medical Center and at outpatient clinics operated by PeaceHealth Medical Group in Longview, Washington (“St. John Unit”).

WE WILL NOT bypass your Union and deal directly with you concerning early retirement and sabbatical programs.

WE WILL NOT refuse to meet and bargain in good faith with your Union regarding the April 2020 early retirement and sabbatical programs and temporary COVID-19 Leave Bank Policy, as reflected in the Memorandum of Agreement dated about April 24, 2020, before putting changes to these programs and policy into effect.

WE HAVE terminated the temporary COVID-19 Leave Bank Policy that we revised on about August 17, 2020, without first bargaining with the Union.

WE WILL, going forward, first bargain with the Union before making changes to the early retirement and sabbatical programs.

WE WILL pay you for the wages and other benefits you lost because of the changes to the temporary COVID-19 Leave Bank Policy that we made without bargaining with the Union, including by restoring accrued paid time off that you depleted because we changed our temporary COVID-19 Leave Bank Policy.

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

**PeaceHealth Southwest Medical Center and
PeaceHealth St. John Medical Center**

(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). 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.

Telephone:

Hours of Operation:

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 Centralized Compliance Unit at complianceunit@nrlb.gov.

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](#))

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|---------------------------|--|---|-----------|------------------|-----------|-------------|
| Employer Name and Address | PeaceHealth Southwest Medical Center 400 NE Mother Joseph Pl, Vancouver, WA 98664-3200 and PeaceHealth St. John Medical Center 1615 Delaware Street, Longview, WA 98632 | | | | | |
| Employer's EIN: | | Tax Year in Which Award Payment Was Paid: | | | | 2021 |
| (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 |
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*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.

(Sign Name)_____
(Date)

Contact Person (for questions or additional information):

(Name of Contact)_____
(Contact Telephone Number)

Send Form to: Ronald K. Hooks, Regional Director
 Region 19
 National Labor Relations Board
 915 2nd Ave., Ste. 2948
 Seattle, WA 98174-1006

ATTACHMENT A
CLAIM FOR BACKPAY/PTO REINSTATEMENT
RELATED TO TEMPORARY COVID-19 TIME OFF BANK POLICY

Form must be returned no later than July 23, 2021, to ComplianceUnit@nrlb.gov

Employee Name

Address

Work Location

Email address

Phone number

Dates and number of hours you took off work without pay, for which you are claiming pay under the Temporary COVID-19 Time Off Bank Policy

Dates and number of hours you took off work when you used regular PTO, for which you are claiming reinstated PTO under the Temporary COVID-19 Time Off Bank Policy

Your rate of pay

By signing below, I attest that I was ill on the dates specified above and I certify that this information is true and correct to the best of my knowledge.

Signature

Date