

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

VIRGINIA MASON HOSPITAL
(a division of VIRGINIA MASON MEDICAL CENTER)

and

Case 19-CA-30154

WASHINGTON STATE NURSES ASSOCIATION

**EXCEPTIONS TO THE SUPPLEMENTAL DECISION OF THE
ADMINISTRATIVE LAW JUDGE**

Pursuant to Section 102.46(a) of the Board's Rules and Regulations, Counsel for the General Counsel hereby excepts to the findings and conclusions of the Administrative Law Judge's Decision, for the reasons set forth in Acting General Counsel's Brief in Support of Exceptions, filed herewith and made a part hereof, in the following specific ways:

1. The ALJ erred in finding that the clear and unmistakable language in the management-rights clause, which gives the Hospital the authority to determine materials and equipment to be used, would include requiring nurses who have not been immunized against the flu to wear a facemask when in contact with patients, fellow employees, and visitors to the Hospital. (p. 6, line 20-25)
2. The ALJ erred in finding that the above language is simply an extension of the infection control guidelines and is clearly permitted under the language of the management-rights clause. (p. 7, line 25-27).

3. The ALJ erred in concluding that the Union waived the right to bargain over Respondent's decision to implement a flu prevention policy requiring nurses to wear a facemask at all times.
4. The ALJ erred in relying on the testimony of Charleen Tachibana who testified that the Union had never challenged or objected to the required wearing of latex gloves, gowns, or the required wearing of facemasks in the operating rooms. (p. 6, line 35-39).
5. The ALJ erred in declining to address Respondent's zipper clause defense. (p. 7 line 30-31)
6. The ALJ erred in concluding that the Union waived its right to bargain over the change in the Respondent's Infection Control Policy as it applied to the wearing of facemasks when it agreed to the management rights clause in the collective-bargaining agreement. (p. 6 line 48-51)

Dated at Seattle, Washington this 6th day of January, 2012.

Respectfully submitted,



Richard Fiol, Counsel for the Acting General Counsel
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, WA 98174

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

VIRGINIA MASON HOSPITAL
(a division of VIRGINIA MASON MEDICAL CENTER)

and

Case 19-CA-30154

WASHINGTON STATE NURSES ASSOCIATION

**COUNSEL FOR THE ACTING GENERAL COUNSEL'S BRIEF IN
SUPPORT OF EXCEPTIONS TO THE SUPPLEMENTAL
DECISION OF THE ADMINISTRATIVE LAW JUDGE**

I. PROCEDURAL HISTORY AND STATEMENT OF THE CASE

On September 12, 2006, Administrative Law Judge Gregory Z. Meyerson (“ALJ”) issued his decision in the above-captioned case dismissing the allegation that Virginia Mason Hospital (“Respondent”) unilaterally implemented a flu prevention policy without affording the Washington State Nurses Association (“the Union”) notice and opportunity to bargain. *Virginia Mason Hospital*, 357 NLRB No. 53 (August 23, 2011). In dismissing the allegation, the ALJ relied solely on Respondent’s rationale that the flu policy went to the Hospital’s core purpose and was exempt from mandatory bargaining under the Board’s decision in *Peerless Publications*, 283 NLRB 334 (1987).

On August 23, 2011, the Board reversed the ALJ’s finding that the flu policy was exempt from bargaining under *Peerless*, and held that Respondent, absent a successful defense, violated Section 8(a)(5) by unilaterally implementing the flu prevention policy. *Virginia Mason Hospital*, slip op. at page 3. Accordingly, this case was remanded back to the ALJ to address Respondent’s other defenses with respect to

its unilateral change. The Board suggested that the ALJ seek supplemental briefing from the parties as to the application of *Provena St. Joseph Medical Center*, 350 NLRB 808 (2007).

In addition to the *Peerless* defense, Respondent advanced the following defenses, which were not addressed by the ALJ: (1) the decision to implement the flu policy was subject to the balancing test the Supreme Court set forth in *First National Maintenance Corp. v. NLRB*, 452 U.S. 666 (1981), and applying that test, the balance tipped in favor of exempting the decision from mandatory bargaining; (2) Federal and State law required the Hospital to implement effective policies to control infection and communicable diseases; and (3) the Union waived bargaining when it agreed to the management rights and zipper clauses of the parties' collective-bargaining agreement. On November 25, 2011, the ALJ issued his supplemental decision, and found that the Union waived bargaining when it agreed to the parties' management rights clause.¹ The ALJ also declined to rule on Respondent's zipper clause defense.

Counsel for the Acting General Counsel submits this Brief in Support of Exceptions to the Supplemental Decision of the Administrative Law Judge in the above referenced case. The Acting General Counsel's primary argument is that the ALJ erred in finding that the Union waived its right to bargain over the change in Respondent's flu prevention policy,² requiring the wearing of a facemask at all times while at work, when it agreed to the management-rights clause in the parties' collective bargaining

¹ With respect to Respondent's other defenses, the ALJ: (1) rejected Respondent's argument that it was required by law to implement its flu prevention policy; (2) rejected Respondent's argument that the *First National Maintenance* balancing test is inapplicable here; and (3) found that the language in the management rights clause alone is sufficiently clear and unmistakable to conclude a waiver, and was unwilling to rely on the zipper clause in deciding the issues in this case.

² The terms flu prevention policy and Infection Control Policy are used interchangeably throughout this brief.

agreement as announced in *Provena*. Two general exceptions flow from this primary argument: first, in interpreting the parties' collective bargaining agreement, the ALJ failed to properly apply the relevant factors set forth in *Provena*, including the failure to rule on the zipper clause, and second, as a result of failing to properly apply the Board test in *Provena*, the ALJ erred in his conclusion that the Union waived its right to bargain over the change in Respondent's Infection Control Policy under the Board's clear and unmistakable waiver standard. The specific numbered exceptions (1-5) addressed in the argument herein are incorporated within the first broader exception; exception 6 is addressed in conclusion.

II. FACTS³

The central facts of this case were undisputed. Respondent provides patient and health care services at its hospital in Seattle, Washington and the Union represents all full time, part time and per diem nurses employed as registered nurses (RNs) at the hospital. The parties have a long standing bargaining relationship and, at the time of the trial, their collective-bargaining agreement was effective from November 16, 2004 through November 15, 2007. In early September 2004, Respondent announced that it would implement a mandatory flu prevention policy requiring all employees, including the RNs, to receive a flu vaccine. The Union filed a grievance alleging a failure to bargain and, on August 8, 2005, the Arbitrator upheld the Union's grievance and directed that Respondent rescind its mandatory flu prevention policy. Disappointed by the arbitrator's decision, Respondent searched for an alternative that would extend its flu prevention policy to the RNs.

³ References to the ALJ Decision and Supplemental Decision are noted as ALJ and SALJ; respectively. TR refers to the transcript pages, while GCX and R refer to the Acting General Counsel's and Respondent's exhibits respectively.

The Union responded to the arbitration decision on August 23, 2005, by notifying Respondent, in writing, that it shared Respondent's concerns associated with influenza and offered to collaborate with Respondent in developing an incentive plan regarding influenza protection.⁴ On October 26, 2005, partially in response to the August 23 letter, a Conference Committee meeting took place at the hospital.⁵ At the meeting, Charleen Tachibana, Respondent's Senior Vice President and Chief Nursing Officer, told the employee members of the Committee that Respondent was exploring requiring non-immunized RNs to wear masks. A Union/employee committee member objected to such a requirement. Tachibana replied that Respondent was still researching the issue.⁶ The next Conference Committee meeting was held on November 30, 2005, and the record shows that there were no discussions between the parties concerning the mask issue in between Conference Committee meetings.⁷

At the November 30 meeting, Tachibana provided the Union committee members with copies of a form entitled "Declination of Annual Influenza Immunization." According to this form, RNs who failed to take a flu shot by December 31, 2005, would be required to take either a drug (flu) treatment or wear a protective mask at all times. With respect to the mask, the form stated that it was to be worn at all times while at work, including patient and public areas of the hospital.⁸

On December 5, 2005, Barbara Frye, the Union's Director of Labor Relations, sent Respondent a letter objecting to its mask policy, and requesting

⁴ GCX. 2(b); 20-30.

⁵ GCX. 22 page 27; 32-33. This joint Union/Respondent committee meets monthly and its function is limited to an advisory rather than a decision making capacity. The Conference Committee is not a bargaining committee, and it does not have the authority to negotiate on behalf of the RNs. TR. 32:16-19; 87:13-16.

⁶ TR. 35-36.

⁷ TR. 37:10-16.

⁸ GCX. 6.

bargaining and information that would allow the Union to assess the plan prior to its implementation on January 1, 2006.⁹ On December 19, 2005, the Union sent a letter to Respondent in which it sought to confirm whether Respondent would require nurses to comply with the terms of the Declination Form as a condition of employment.

Respondent replied on December 29, 2005, confirming that it would not distribute the Declination Form and would not require inpatient nurses to comply with the terms therein as a condition of employment. Nevertheless, on December 30, 2005, Respondent issued a memo on its employee intranet system informing employees that they would be asked to wear a mask if they had not received an influenza immunization, or received another form of accommodation.¹⁰ On January 1, 2006, Respondent implemented the flu prevention policy and, on January 3, notified the Union that the management rights clause of the collective bargaining agreement gave it the right to implement this policy. Respondent also stated that employee non-compliance with the new policy would be handled through its standard process, which could include progressive discipline.

As the ALJ found, Susan Dunn had worked for Respondent as an RN for 22 years, and works a 12 hour shift in Respondent's Critical Care Department. Dunn testified that, prior to January 1, 2006, her uniform consisted of scrubs, which are loose fitting shirt and pants, or a scrub type dress. Prior to January 1, 2006, Respondent's mask policy was in line with the CDC guidelines, which, according to Dunn, required employees to wear a mask only when they were within three feet of patients who had

⁹ GCX. 7.

¹⁰ GCX. 13, section 1 at page 2. Respondent admitted that employees who wished to continue their employment with Respondent had to be immunized or receive an accommodation such as a mask. TR. 255: 5-24.

communicable diseases.¹¹ However, since Dunn had not received a flu vaccine, beginning on January 1, she and others similarly situated were required to wear a mask at all times, except when in the restroom, break room or cafeteria. In short, Dunn was required to wear the mask for approximately 11 of the 12 hours in her work shift.¹² When questioned if other hospitals had a similar all day mask policy, Respondent admitted that it was not aware of any hospital in the City of Seattle that requires employees to wear a mask at all times.¹³

III. ARGUMENT IN SUPPORT OF EXCEPTIONS

In *Provena*, the Board reaffirmed its long held position that a purported contractual waiver of a union's right to bargain is effective only if the relinquishment was clear and unmistakable. Absent specific contractual language, an employer claiming a waiver must show that the matter sought to be waived was fully discussed and consciously explored and that the waiving party thereupon consciously yielded its interest in the matter. *Airo Die Casting, Inc.*, 354 NLRB No. 8, slip op at 2 (2009) citing *Trojan Yacht*, 319 NLRB at 742. As illustrated in *Provena*, the Board will interpret the

¹¹ On August 8, 2005, the Department of Health and Human Services, CDC issued its Guidelines and Recommendations for the use of masks to control influenza. With respect to health care personnel, the guidelines state that: "[a] surgical or procedure mask should be worn by health-care personnel who are in close contact (i.e., within 3 feet) with a patient who has symptoms of a respiratory infection, particularly if fever is present...." GCX 4 page 2. With respect to Respondent's previous policy regarding mask protection, its "Infection Control Manual" stated that that mask protection had to be worn during close contact with the patient. R-3 section 7.7.

¹² ALJ 7: 21-24. Dunn also testified that, under the former policy, the longest period of time during which she was required to wear a mask was one hour. Dunn's testimony was supported further by other RN's as shown in their employee intranet postings. For example, an unidentified RN wrote on February 2, 2006: "I have had people cross the other side of the hall to avoid me. They have gotten off the elevator and refused to get on with me." GCX. 16 at page 5. Another RN wrote the following on January 12, 2006: "I can see wearing a mask in the presence of patients is a prudent policy. But in my opinion, it is just plain ego-arrogance, bullying and harassment to make people who are outside of patient areas keep it on...but Admin [sic] says masks wearers can only remove their masks on breaks and lunch." GCX. 16 at page 7, paragraph 2.

¹³ TR 255: 1-4. Further, Tachibana admitted that Respondent had been informed by Dr. Greg Poland, Chief of the Mayo Clinic Vaccine Research Group, that Respondent's mandatory influenza immunization policy was unprecedented in the nation. GCX. 13 section 1, page 4; 259: 19-24.

parties' agreement to determine whether there has been a clear and unmistakable waiver when a contract does not specifically mention the action at issue. 350 NLRB 812, 822 n. 19 (quoting *Metropolitan Edison*, 460 U.S. 693, 708 (1983)). In interpreting the parties' agreement, relevant factors to consider include: (1) the wording of the proffered sections of the agreement at issue; (2) the parties' past practices; (3) the relevant bargaining history; and (4) any other provisions of the collective bargaining agreement that may shed light on the parties' intent concerning bargaining over the change at issue.

For the reasons set forth below, the Acting General Counsel submits two general exceptions to the ALJ's finding that the flu prevention policy was narrowly tailored to protect that core purpose.

IV. EXCEPTIONS #1-5 In interpreting the parties' collective bargaining agreement, the ALJ failed to properly apply the relevant factors set forth in *Provena*, and EXCEPTION #6, the ALJ erred in finding that the Union waived the right to bargain over the flu prevention policy

The parties' 2004-2007 collective bargaining agreement contained the following management rights provision:

The Association recognizes that the Hospital has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies. The Association further recognizes the right of the Hospital to operate and manage the Hospital including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments and working schedules; **to determine the materials and equipment to be used; to implement improved operational methods and procedures**; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Hospital reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria; to lay off nurses

for lack of work; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedure as it from time to time shall determine. [emphasis added].

When a contract does not specifically mention the action at issue, the first factor to consider is the wording of the proffered sections of the agreement at issue. Here, the management rights clause generally reserves to Respondent the right to require standards of performance, and to promulgate rules and regulations, but nowhere does it specifically reserve the right to unilaterally implement the flu prevention (mask) policy. In *Provena*, the Board found that the management rights clause allowed the employer to unilaterally change its attendance and tardiness policy based on several provisions of the management clause. There, the management-rights clause contained specific language allowing the employer to establish and change hours of work, and determine and change starting times, quitting times, shifts and the number of hours to be worked.

No such specificity exists here. In the instant case, the ALJ stated that the “management rights clause at issue herein does specifically mention the wearing of facemasks.¹⁴” Yet, in spite of the lack of specificity, the ALJ found that it is clear and unmistakable that the language in the management rights clause somehow conveyed upon Respondent the right to “require nurses who have not been immunized against the flu to wear a facemask.” In arriving at this conclusion, the ALJ did not rely on an

¹⁴ SALJ 6: 1-2.

interpretation of the management rights clause that expressly pertains to the mandatory wearing of a facemask as required by *Provena*. Instead, the ALJ relied on the broad language of the management-rights clause referencing materials, equipment and the implementation of operational methods. In doing so, he incorporated several unrelated sections of Respondent's Infection Control Manual directing nurses to adhere to certain precautions, such as wearing surgical masks when evaluating patients with respiratory symptoms.¹⁵ Thus, by implication, the ALJ stretched the management-rights language regarding materials, equipment and operational methods to conclude that Respondent could mandate that nurses wear a facemask at all times for an entire 12 hour shift, even when they are away from patients.

The Board has repeatedly held that such broad, general language is insufficiently specific to constitute a clear and unmistakable waiver. *Dorsey Trailer, Inc.*, 327 NLRB 835, 836 (1999), *enfd. in rel. part*, 233 F.3d 831 (4th Cir. 2000). Accordingly, the ALJ erred in finding that the clear and unmistakable language in the management-rights clause included requiring nurses to wear a facemask (**Exception #1**), and also erred in finding that the management-rights language is simply an extension of the infection control guidelines and that Respondent was clearly permitted to require that facemasks be worn all day. (**Exception #2**).

Similarly, the evidence on the second factor, the parties' past practice, does not support finding a waiver. There is no evidence that Respondent, under the management rights clause, had previously instituted a flu prevention policy mandating that nurses wear a facemask during their entire shift, even when not in contact with patients infected with a respiratory condition. Thus, the parties' past conduct does not

¹⁵ SALJ 6: 5-16.

point to a conscious acquiescence by the Union of its right to bargain over the flu prevention policy.

The third factor, bargaining history, actually contradicts the ALJ's conclusion that Respondent could unilaterally implement its flu prevention policy based on the fact that the parties' had never bargained over any aspect of the Inspection Control Policy.¹⁶ In addition, the ALJ's rationale is simply contrary to established Board law. The Board has consistently held that a union's failure to demand bargaining in the past, without more, does not amount to waiver if it does not unmistakably show that the union intended to permanently give up its right to bargain about the matter in the future. *National Steel Corp. v. NLRB* 324 F. 3d 928, 933-934 (7th Cir. 2003), *enfg* 335 NLRB 474 (2001). As the Board in *Provena* stated, "it is well established that union acquiescence in past changes to a bargainable subject does not betoken a surrender of the right to bargain the next time the employer might wish to make yet further changes." Slip op at 8, fn.35. To the contrary, each time a bargaining incident occurs, each time new rules are issued, the union has the election of requesting negotiations or not. *NLRB v Miller Brewing Co.*, 408 F.2d 12, 15 (9th Cir. 1969). Accordingly, the ALJ erred in concluding that the Union waived the right to bargain over the flu prevention policy based, in part, on testimony that it had never challenged or objected to the required wearing of latex gloves, gowns, or the required wearing of facemasks in the operating rooms. **(Exceptions #3 and 4).**

More importantly, the record in the present case shows that the Union vigorously opposed both the flu shot and the flu prevention policy. The flu prevention policy dispute originated in 2004 when Respondent unilaterally mandated that its

¹⁶ SALJ 6: 33-35.

employees receive a flu shot, and the matter in this case is simply an extension of that dispute. As the arbitrator noted in his decision:

[t]his dispute arose in the midst of bargaining for a new collective bargaining relationship. The Association¹⁷ through the filing of the grievance objected to any interpretation by management that it retained the right to unilaterally implement the flu immunization policy....It is absolutely clear that neither party believed that their dispute over the flu immunization policy disappeared by entering into a new contract or that the Association waived its right to bargain over the issue.¹⁸

Thus, with respect to the bargaining history, it was error for the ALJ to infer a waiver based on contract language and/or bargaining history.

As to the fourth factor, other provisions that may shed light on the issue, the collective-bargaining agreement also contains a zipper clause. The ALJ, however, ruled that he was reluctant and unwilling to rely on the zipper clause language in deciding the issues in this case.¹⁹ Since this analysis is critical under the fourth prong of the test, the ALJ's failure to make a finding on the zipper clause is reversible error.

(Exception #5)

Had the ALJ ruled on the applicability of the zipper clause, he would have found that the Union did not wave its right to bargain. Article 20.4 of collective-bargaining agreement states:

The parties acknowledge that during the negotiations which resulted in this Agreement all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrive at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Hospital and the Association, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and ***each agrees that the other shall not be obligated to bargain collectively with respect to***

¹⁷ The Association is the Washington State Nurses Association (the Union).

¹⁸ (GCX. 23 pages 22-23).

¹⁹ SALJ 6: 30.

any subject or matter not specifically discussed during negotiations or covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.
[emphasis added]

In general, a zipper clause is an agreement by the parties to preclude further bargaining during the term of the contract. If the zipper clause contains clear and unmistakable language to that effect, the result will be that neither party can force the other party to bargain, during the term of the contract, about matters encompassed by the clause. *Michigan Bell Telephone Company*, 306 NLRB 281, 282 (1992). The clear and unmistakable waiver test with respect to zipper clauses was reaffirmed by the Board in *Provena*. See *American Benefit Corporation*, 354 NLRB No. 129 (2010) slip op, at page 16. Thus, the factors listed above with respect to waiver based on a management rights clause are applicable here regarding the zipper clause.

First, with respect to clear language, the subject matter (flu prevention policy) is **not** covered in the Agreement. Although the clause states that the parties agree that they are not obligated to bargain with respect to any subject or matter not discussed during negotiations, nothing was said during contract negotiations that would have caused the Union to believe that its failure to discuss the matter during bargaining would preclude it from further bargaining on the subject. To the contrary, the Union maintained its position that Respondent had an obligation to bargain concerning the mandatory immunization and mask policy at the time that contract bargaining took place.

As discussed above, the mask policy dispute originated in 2004 when Respondent unilaterally mandated that its employees receive a flu shot, and the matter

in this case is simply an extension of that dispute. In his decision, the arbitrator found that the Union objected to any interpretation by management that it retained the right to unilaterally implement the flu immunization policy, and that neither party believed that their dispute over the flu immunization policy disappeared by entering into a new contract or that the Union waived its right to bargain over the issue.

As to the second factor, the evidence regarding past practice does not support Respondent's position. There is no evidence that prior immunization policies were implemented without bargaining. Similarly, with respect to the third factor, the Board has held that waiver may be evidenced by bargaining history, but only if the matter at issue has been fully discussed and consciously explored during negotiations and the union has consciously yielded or clearly and unmistakably waived its interest in the matter. *Ohio Power Company*, 317 NLRB 135, 136 (1995), *quoting Johnson-Bateman*, 295 NLRB 180, 184 (1989). As discussed above, the Union in the instant case never yielded its right to bargain on this matter. Therefore, there is nothing in the contractual language, past practice, or bargaining history showing a clear and unmistakable waiver by the Union. Accordingly, the Union did not waive its right to bargain over Respondent's mandatory mask policy under the zipper clause.

For these reasons, the contractual language, past practice, bargaining history, and other provisions of the collective-bargaining agreement, including the zipper clause, all fail to establish a clear and unmistakable waiver. As such, the ALJ erred in concluding that the Union waived its right to bargain over the change in Respondent's Infection Control Policy as it applied to the wearing of facemasks when it agreed to the management-rights clause in the collective-bargaining agreement. **(Exception #6).**

VI. CONCLUSION

Based on the foregoing and the record as a whole, the record establishes that Respondent's conduct constitutes a violation of Section 8(a)(5) of the Act as it failed to bargain over the implementation of the flu prevention policy, a mandatory subject of bargaining.

DATED at Seattle, Washington, this 6th day of January 2012.

Respectfully submitted,



Richard Fiol
Counsel for the Acting General Counsel
National Labor Relations Board, Region 19
2948 Jackson Federal Building
915 Second Avenue
Seattle, Washington 98174

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of January, 2012, I caused copies of Exceptions to the Supplemental Decision of the Administrative Law Judge and Counsel for the Acting General Counsel's Brief in Support of Exceptions to the Supplemental Decision of the Administrative Law Judge to be served upon each the following via E-File, E-Mail and first-class United States mail, postage prepaid:

Via E-File: Lester A. Heltzer, Executive Secretary
National Labor Relations Board
Division of Judges
1099 - 14th Street NW, Room 11602
Washington, D. C. 20570-0001
Phone: (202) 273-1067

Via E-Mail: Mark A. Hutcheson, Attorney
DAVIS WRIGHT TREMAINE, LLP
1201 3rd Avenue, STE 2900
Seattle, WA 98101-3047
markhutcheson@dwt.com
Phone: (206) 757-8065
FAX: (206) 757-7065

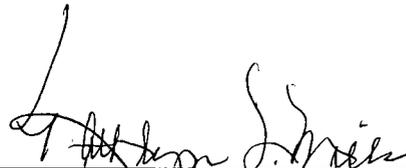
Via E-Mail: SCHWERIN, CAMPBELL & BARNARD, LLP
Attn: Lawrence Schwerin, Attorney
18 W. Mercer Street, Suite 400
Seattle, WA 98119-3971
schwerin@workerlaw.com
Phone: (206) 285-2828
FAX: (206) 378-4132

U. S. Mail: Virginia Mason Medical Center
Attn: Steven Stahl
925 Seneca Street
Seattle, WA 98101-2742
Phone: (206) 223-7645
FAX: (206) 625-7224

U. S. Mail: Virginia Mason Medical Center
Attn: Debra J. Madsen, Staff Attorney
1100 Ninth Avenue
Seattle, WA 98101-2756
Phone: (206) 583-6091
FAX: (206) 625-7222

Virginia Mason Medical Center
Attn: Debra J. Madsen, Staff Attorney
909 University Street, G3-HR
Seattle, WA 98101-2772
Phone: (206) 583-6091
FAX: (206) 625-7222

Washington State Nurses Association
575 Andover Park West, Ste. 101
Seattle, WA 98188-3348



Kathryn L. Mills, Secretary