

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

**SALEM HOSPITAL CORPORATION a/k/a
THE MEMORIAL HOSPITAL OF
SALEM COUNTY**

and

Case 04-CA-130032

**HEALTH PROFESSIONAL AND ALLIED
EMPLOYEES, AFT/AFL-CIO**

Rebecca A. Leaf and Christy Bergstresser, Esqs.
for the General Counsel.

Carmen M. DiRienzo, Esq., (Carmody and Carmody, LLP, Katonah, New York)
for the Respondent.

Emma R. Rebhorn, Esq., (Health Professional and Allied Employees, Emerson, New Jersey)
for the Charging Party.

SUPPLEMENTAL DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This supplemental proceeding was tried before me in Philadelphia, Pennsylvania on December 5-7 and 12-14, 2017 pursuant to a compliance specification and notice of hearing issued on June 30, 2017. The General Counsel and Respondent filed post-trial briefs on February 2, 2018, which I have read and considered.

The compliance specification alleges the amount of backpay due under the terms of the Board's decision and order dated December 2, 2015, 363 NLRB No. 56, which was enforced by the U.S. Court of Appeals for the Third Circuit on January 19, 2017.

Respondent, which is part of the Community Health System (CHS), operates an acute care (in-patient) hospital in Salem, New Jersey. The hospital is located in the extreme southern part of New Jersey, slightly south and east of the Delaware Memorial Bridge. The Board found that Respondent violated Section 8(a)(5) and (1) in failing to notify the Union and engage in bargaining with it over the effects of Respondent's decision to close the inpatient obstetrics (OB) (a/k/a maternity, gynecology, labor and delivery) unit. Respondent closed the unit on June 1, 2014.

The Board's Order required Respondent to take the following affirmative action to effectuate the policies of the Act:

5 (a) On request bargain with the Union concerning the effects of its decision to close the inpatient obstetrics unit;

(b) Pay its former OB employees their normal wages when in Salem's employ from 5 days after the date of the Board's decision until the occurrence of the earliest of the following conditions:

- 10 (1) Respondent bargains to agreement with the Union about the effects of its decision;
 (2) The parties reach a bona fide impasse in bargaining;
 (3) The Union fails to request bargaining within 5 days of receipt of the Board Decision
 15 and Order; or
 (4) The Union subsequently fails to bargain in good faith.

The Board's Order specifies that in no event shall the back wages paid to former employees be less than they would have earned for a 2-week period at their normal wage rate, with interest.

20 The terms of the Board's Order in this case come directly from its decision in *Transmarine Navigation Corporation*, 170 NLRB 389 (1968), which is as the Board noted, the standard remedy in effects bargaining cases.

25 The General Counsel seeks approximately \$380,000 in backpay for the nurses who worked in Respondent's OB unit when it closed. He has determined that the backpay period is 500 days running from the date of the Board's Order in December 2015 until the Union and Respondent reached agreement about the effects of the closure on April 19, 2017. Respondent
 30 contends that the former Salem OB nurses are owed far less than that for two reasons: 1) that the Union failed to bargain in good faith, and that 5 of the 7 nurses who are allegedly owed more than 2 weeks back pay unreasonably declined employment opportunities at Salem in other departments and did not otherwise make a reasonable search for employment after the Salem OB
 35 unit closed. As to the 2 others, Hope Driver and Gail Kirkwood, who continued to work at Salem after the OB unit closed, Respondent argues that their backpay should be tolled for other reasons.

Findings of Fact and Conclusions of law

40 *Respondent's offers of employment to the OB nurses at the time the unit closed*

Respondent had been contemplating closing the OB unit at the Salem Hospital for several years prior to June 2014. The OB nurses were aware that closure was under consideration due to the fact the one of the two doctors delivering babies at the hospital was retiring and the fact
 45 that the number of patients treated in the OB unit had decreased. One reason for the long

denouement of the closure was the need for approval by the State of New Jersey's Department of Health, which required assurances that maternity patients could be adequately served by other hospitals in the area.

5 Pat Scherle, then the Chief Nursing Officer of Salem, told the OB nurses that Salem would find a place for each of them and would try not to lower their wages and benefits. These positions were not necessarily at the hospital; some were at physicians' practices associated with CHS, Tr. 1064-65. Nancy Hampton, the last Director of the OB unit, told the nurses that they could transfer to the medical/surgical unit and that Salem would make room for them in that unit.
10 Medical Surgical is the general in-patient unit and is the unit to which nurses who have just graduated from nursing school are assigned.

Salem offered employment to at least some of the OB nurses immediately upon closure of the OB unit. Tina Kille, Esperanza "Hope" Driver,¹ Sylvia Drennan, Jill Cottrell and Gail Kirkwood transferred to other departments in the hospital without a break in service. Kille transferred to the Emergency Department and Drennan to the Post Anesthesia Recovery unit. Driver and Cottrell transferred to the Operating Room; Gail Kirkwood has continued to work as a per diem nurse at Salem in the same day surgery unit. Several of the claimants in this case told Salem management that they were only interested in OB type jobs and did not pursue further
20 employment at Salem.

The General Counsel seeks only two weeks wages for Kille and Drennan because they suffered no loss of wages during the backpay period. He seeks only two weeks wages for Michelle Newsome, Jacqueline Engle and Jacqueline Wood, who the compliance officer
25 determined did not engage in a reasonable search for work after the closure of the OB unit.

Did the claimants fulfill their obligations to mitigate their wage loss due to the closing of the Salem OB unit?

30 A back pay order is a reparation order designed to vindicate the public policy of the statute by making the employees whole for losses suffered on account of an unfair labor practice. In compliance proceedings the General Counsel bears the burden of proving the amount of gross backpay due. Once the General Counsel has met this burden, the respondent may establish affirmative defenses that would reduce it liability, including willful loss of earnings, *Minette Mills, Inc.*, 316 NLRB 1009, 1010-11 (1995)
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In determining the amount of backpay due, the Board tolls backpay during any portion of the backpay period in which a discriminate failed to mitigate. When, as in this case, a respondent raises a job search defense and satisfies its burden of coming forward with evidence
40 that there were substantially equivalent jobs in the relevant geographic area available for the discriminatee during the backpay period, the burden shifts to the General Counsel to produce competent evidence of the reasonableness of the discriminatees' job search, *St. George Warehouse*, 351 NLRB 961 (2007). However, the ultimate burden of persuasion on the issue of the discriminatees' failure to mitigate damages remains on the Respondent, *M.D. Miller Trucking and Topsoil, Inc.*, 365 NLRB No. 57 (2017).
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¹ Esperanza means hope in Spanish.

To be entitled to backpay, a claimant must not have refused to accept substantially equivalent employment. A claimant must also make reasonable efforts to secure interim employment. Those efforts must commence within two weeks of the end of their employment, absent circumstances justifying a longer delay, *Grosvenor Resort*, 350 NLRB 1197, 1198-99 (2007). If the claimant does not make reasonable efforts to secure interim employment within two weeks, the Board will toll backpay and commence it when a reasonably diligent search begins, *Marlene Industries Corp.*, 183 NLRB 50 at 54-55 and 59 (1970). Thus, for example, if the General Counsel in this case does not show a reasonable search in the first quarter following the closing of the OB unit, backpay is tolled for the first quarter, not the entire backpay period.

The claimant's job search may be limited to substantially equivalent positions. Factors such as the claimant's age, skills, qualifications and labor conditions in the area are appropriate for consideration. The General Counsel cites *Essex Valley Nurses Assn.*, 352 NLRB 427, 429, 437-39 (2008); 356 NLRB 146 (2010) enfd. 455 Fed. Appx. (D.C. Cir. 2012).² That case is factually distinguishable from the instant case. The nurses in *Essex Valley* performed administrative functions in their prior positions. The Board decided that they searched for work with reasonable diligence during the backpay period even though they did not seek jobs involving direct patient care.

A similar case cited by the General Counsel is *Lorge School*, 355 NLRB 558, 561 (2010). In that case, the Board found that the claimant, who had been an instructional supervisor at Lorge, engaged in a reasonable search for interim employment even though she failed to apply for available teaching and tutoring jobs. The claimant had been a teacher in the past. However, the Board held that she was not required to accept employment which was not at least the same or better than the work from which she had been discriminatorily discharged. The Board also found in *Lorge School* that it was not unreasonable for the claimant to limit her search geographically in the first few months after her discharge.

Another similar case is *General Teamsters Local 439*, 139 NLRB 446, 451 (1971). In that case, the Board found that over-the-road truck drivers engaged in a reasonable search for interim employment even though they initially declined to pursue local pick-up and delivery positions.

The nurses who separated from Salem Hospital upon the closing of the OB unit

Respondent in its brief relies heavily on the Board's decision in *Norton Audubon Hospital*, 350 NLRB 648, 648-49, 656 (2007). I find that this decision is dispositive in limiting Linda Carr-Sibley, Jill Cottrell, Renee Garrison, Maria Soone and Betty Moore to two weeks back pay pursuant to *Transmarine*.

In *Norton Audubon*, Jill Sandusky, a lactation consultant was offered a position as a med/surg nurse. The Board affirming Judge Ira Sandron, found that the med/surg position was "substantially equivalent" to Sandusky's former lactation consultant position. The context of the *Norton Audubon* case is somewhat different than the instant case. The primary issue was

² In 2010, a legally constituted Board adopted the prior decision of a 2-member Board.

whether the position of lactation consultant was still available to Sandusky in January 2001. However, I conclude, *based on the record in this case*, that the *Norton Audubon* decision is dispositive on the issue as to whether the Salem nurses were entitled to hold out for a nurse's position in their OB/Gyn specialty or whether the backpay tolled when they were offered other nursing positions at Salem and declined to consider such positions.

Linda Carr-Sibley

Linda Carr-Sibley worked in the OB unit at Salem from May 2004 to May 31, 2014. Carr-Sibley testified that Chief Nursing Officer Pat Scherle told her that there were positions available in other departments at Salem and that the OB nurses would be given first consideration for any such openings.³ Carr-Sibley did not apply for a position at Salem because she was only interested in OB/maternity work, Tr. 316-18.

Jill Cottrell

Jill Cottrell worked at Salem Hospital from 1990 to 2014. She worked in the OB unit the last 20 years of her employment. Immediately after the closure of the OB unit, Cottrell transferred to the Operating Room at Salem. In the OR she worked 5 days a week, 8 hour shifts, as opposed to 3 days a week, 12 hour shifts in the OB unit. After 3 days in the OR, Cottrell resigned her employment and received a severance package. She testified that her back hurt in the OR and that the scheduling demands made working difficult for her since she is a single mother.

Cottrell testified that she was not interested in working anywhere else at Salem and was particularly not interested in going back to the medical/surgical unit where she had worked when she was first hired by Salem, Tr. 356-58. CNO Pat Scherle's testimony that she told the OB nurses that they would be absorbed in whatever department they wanted, Tr. 705, was not directly contradicted by any of the nurses. Nancy Hampton, the last director of the Salem OB unit, testified without contradiction that she told all the OB nurses that they could transfer to the medical/surgical unit, Tr. 1056-57.

Renee Garrison

Renee Garrison worked at Salem Hospital from 1989 to May 31, 2014. She was told she could apply for positions at the Hospital, but chose not to do so because she was only interested in a job in labor and delivery, Tr. 386, 1036-37. As noted above, the uncontradicted testimony of Pat Scherle and Nancy Hampton establishes that Garrison could have had a job at Salem if she had wanted one.

³ This is consistent with Pat Scherle's uncontradicted testimony at Tr. 699-701. Although Scherle's testimony is a bit ambiguous as to whether the nurses were told there would be no diminution of their wages and benefits, none of the nurses who decided to leave Salem in June 2014 cited this as a reason for not seeking alternative employment there. The General Counsel and Union did not offer rebuttal testimony to contradict the testimony of Pat Scherle or Nancy Hampton, the last director of the Salem OB unit.

Maria Soone

5 Maria Soone worked at Salem Hospital for 17 years. At least for the past several years,
 she worked a “Baylor” schedule; Friday and Saturday nights for 3 days’ pay. In 2012, due to
 rumors circulating about the closure of the OB unit, Soone took a per diem position at the Inspira
 hospital in Elmer, New Jersey. Soone did not consider transferring to another department at
 Salem, although she was aware she could do so, Tr. 435, 444-45. After the closing of the OB
 10 unit, she did not seek to increase her hours at the Elmer hospital and looked exclusively for labor
 and delivery positions.

Betty Moore

15 Betty Moore worked at Salem from 1991 to 2014. She was aware that Salem was
 offering to accommodate the OB nurses in other departments, but had no interest in transferring,
 Tr. 472-73. Moore was aware that Salem would provide whatever training she would need if
 she decided to transfer.

20 After the closing of the OB unit, Moore was hired as a school bus nurse in either June or
 September 2014 and did not seek employment elsewhere after that. As a school bus nurse
 Moore was responsible for an autistic child from 7:30 a.m. to 10:00 a.m. and from 1:15 to 4:00
 p.m. This amounted to 26 ¼ hours a week, as opposed to the 36 hours a week Moore worked at
 Salem. Her wage rate was also considerably less. In June 2017 Moore retired at the age of 66.

25 Community Health System offered Moore a job at its hospital in Jennersville,
 Pennsylvania in their OB unit, but the record does not reflect when this offer was made. The OB
 unit at Jennersville closed in 2015 or 2016. Moore testified that she did not accept the job in
 Jennersville because it was more than a 1 hour drive from her home. Moore was licensed only in
 30 New Jersey; not in Pennsylvania.

35 The General Counsel contends that Moore was under no obligation to search for work
 after accepting the job as a school bus nurse, citing *Grosvenor Resort*, 350 NLRB 1197 at 1237
 (2007) and the cases cited therein. I conclude those cases do not stand for the proposition that it
 is reasonable for a claimant to cease their job search after accepting any interim employment. I
 conclude the interim employment must be “suitable,” which I believe means somewhat
 comparable to the job the claimant lost at Respondent’s hospital. The school bus nurse position
 is not comparable to Moore’s job in any respect; duties, hours or wages. Moore earned less than
 30% of her Salem wages as a school bus nurse. I conclude that it was not reasonable for Moore
 40 to cease her job search.

I conclude it was not reasonable for Moore fail to pursue a transfer at Salem or to eschew
 a job search on account of the school bus nurse’s position. Therefore, I conclude that Moore is
 entitled only to the two weeks wages mandated by *Transmarine*.

*The other former employees whose backpay is at issue in this case**Esperanza "Hope" Driver*

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When Hope Driver worked in the OB unit, she was a Tier 3 per diem nurse; meaning that she worked when the hospital needed her, which was generally 2 – 3 times per week. Salem had different categories for per diem nurses; Tiers 1, 2 and 3. Tier 3 nurses were paid more than Tier 2 or 1 in exchange for making themselves more available than a Tier 1 or 2 nurse. Since they had increased availability, a Tier 3 nurse would also get more hours from Respondent.

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When Driver first transferred to the Operating Room, she was still a Tier 3 per diem nurse. For several months, Driver was training in the Operating Room and was earning essentially the same amount of money as she had in the OB unit. When Driver's training ended, her supervisor, Jackie Jenkins told her she would have to accept on-call assignments at night. Driver told Jenkins she could not and in November reverted to a Tier 1 per diem nurse, which resulted in her earning significantly less during the back pay period.⁴

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Driver testified that she declined on-call assignments because was not adequately trained to be alone at night in the Operating Room with one other nurse.⁵ She testified that she discussed additional training with Jackie Jenkins, but that the additional training was not provided before Jenkins left Respondent's employ, Tr. 267-68. On the other hand, Driver may have declined on-call status solely as a matter of personal preference, Tr. 268-69, 285. When employed in the OB unit, Driver worked 7:00 a.m. to 7:00 p.m. and worked nights rarely. In June 2017, Driver was hired as a per diem nurse to work in the operating room at Premier Surgical Center in Marlton, New Jersey. At Premier, Driver works only days.

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Pursuant to Board precedent as expressed in *The Richard W. Kaase Company*, 162 NLRB 1320, 1332 (1967) and *John S. Barnes Corp.*, 205 NLRB 585, 588 (1973) Driver is not barred from backpay regardless of whether the reason she declined to be available for on-call work at night was lack of training or childcare/family concerns. This requirement was a significant

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⁴ The back pay period in this case runs from December 7, 2015, five days after the Board's decision to the date of the agreement on effects bargaining on April 19, 2017. However, in assessing whether the nurses engaged in a reasonable search for work, this 500 day period is superimposed on the period beginning June 4, 2014, the beginning of the Respondent's first pay period after the OB unit closure, to October 16, 2015, 500 days later.

⁵ The other nurse would be "scrubbed" or sterile, so that she could not leave the Operating Room for any reason. Driver contends she was not adequately trained to leave the room, for example, to obtain additional instruments when no supervisors or more experienced OR staff would be at the hospital.

On the sixth and final day of this hearing, Respondent requested a continuance to call Jackie Jenkins as a witness, Tr. 1120-1130. I denied that request. Respondent proffers that if allowed to testify, Jenkins would have stated that the reason Driver declined on-call in the OR was family concerns not lack of training.

Respondent's counsel testified that she first got Jenkins' telephone number on December 12 from former OB director Nancy Hampton and was not able to contact Jenkins until 5:00 a.m. on December 14. Driver testified as to her conversations with Jenkins on December 6. As Union counsel points out, there is no explanation as to why Respondent did not try to get in touch with Jenkins until December 12.

change in the terms of her employment from when she was an OB nurse. Driver was not required to continue working as a tier 3 employee if to do so was inconsistent with her family/childcare responsibilities, *Also see, Yellow Ambulance Service*, 342 NLRB 804, 807 (2004) and *American Licorice Co.*, 299 NLRB 145 (1999) [constructive discharge where new assignment was
 5 inconsistent with childcare responsibilities].

Gail Kirkwood

10 Respondent hired Gail Kirkwood as full-time OB nurse in November 2012. A year later, Kirkwood switched to per diem status because of the rumors that the OB unit at Salem would close. At about the same time, Kirkwood started working part-time in the OB/maternity unit at the Inspira⁶ Hospital in Elmer, New Jersey.

15 When the OB unit closed at Salem, Kirkwood began doing per diem work one day a week in Salem's same day surgery unit. Instead of working 12 hours in the OB unit, Kirkwood was working 8 in same day surgery. She initially did not seek more hours at Salem because he hoped to increase her hours at Inspira Elmer. However, at some point, Kirkwood began getting more than one shift per week at Salem.

20 Kirkwood sought full-time work in the OB unit at Elmer, but only got part-time work. She generally works 2 days a week + on-call in the maternity unit at Elmer. Kirkwood also worked a shift every 2 weeks at the Cooper Hospital in Camden, New Jersey. She did not seek additional hours at Cooper due to the travel involved.⁷

25 I find that Kirkwood engaged in a reasonable search for interim employment by initially trying to increase her hours at Elmer and subsequently increasing her hours at Salem, *see Acme Bus Corp.*, 326 NLRB 1447 (1998) [not unreasonable to decline opportunity to work part-time at 2 jobs because one would interfere with the other]; *also see, Be-Lo Stores*, 336 NLRB 950 fn. 1 (2001); *Met Food*, 337 NLRB 109 fn. 1, 116 (2001).

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Evidence and Analysis regarding Respondent's claim that the back pay period should be cut-off due to the Union's failure to bargain in good faith

35 In its Answer and Amended Answer to the Compliance Specification, Respondent contended that the Union did not request bargaining within 5 days of the Board's December 2, 2015 Order. At the opening of the hearing in this matter, Respondent withdrew this defense and stipulated that the Union demanded bargaining on December 4, 2015, Tr. 6.-7.

⁶ Inspira Health Network is the largest hospital chain in southern New Jersey. The availability of nursing jobs at Inspira's hospitals is one of the principal reasons Respondent contends the Salem OB nurses are not entitled to more than 2-weeks back pay.

⁷ According to Exh. R-26, to which the parties stipulated Cooper is 35.7 miles from Kirkwood's home; Elmer is 9.6 miles from her home; Kirkwood testified that Cooper was 50-55 minute drive from her home; Elmer and Salem are 10-11 minute drives.

However, Respondent continues to allege that the Union failed to bargain in good faith predicated on the following:

5 During contract negotiations which started on April 11, 2016 and continued throughout 2016, the Union not once asked to bargain over the effects of the closure of the OB unit.

10 On June 9, 2016, during the course of bargaining for an initial collective bargaining agreement, Respondent's lead negotiator, Angela Beaudry wrote to union negotiator Terri Leone, asking if the Union wanted to pursue the option of effects bargaining relating to the closure of the OB unit. She asked Leone to provide her with any outstanding and/or updated information requests by June 17, Exh. G.C. 17.

15 Leone responded on June 13, stating that the Union won the unfair labor practice case regarding the effects bargaining and still wanted to bargain over them. Leone asked that she be allowed until June 24 to send Beaudry the information requests. Marcus Presley, another union staff representative, emailed Beaudry the Union's original and updated information requests on June 22. Presley sent Beaudry follow-up emails on July 8 and 14, 2016. Beaudry did not respond to these emails. She testified that she never received Presley's emails. However, she
20 also testified that she was having trouble receiving emails from external senders, Tr. 813-14, Exh. R-19 and admitted that it was possible that Presley sent the emails even if she didn't receive them, Tr. 815. Thus, I find that Presley sent the June and July emails to Beaudry as he testified.

25 Respondent appears to fault the Union and Presley for failing to ask Beaudry why she was not responding to his emails. In this regard, I would note that Respondent was not bargaining in good faith over the effects of the closure of the OB unit until December 2016. An employer cannot legally claim to be bargaining while preserving its rights to contest the orders which give rise to its obligation to bargain, *John Singer, Inc.*, 197 NLRB 88, 90 (1972). Thus, I
30 find the Union was under no obligation to renew its request to bargain over the effects of the OB closure while Respondent continued to challenge the Board's order.⁸

35 On December 15, 2015, the United States Court of Appeals for the D.C. Circuit affirmed a 2011 Board order requiring Respondent to recognize and bargain with the Union. On December 30, 2015, Respondent filed a motion with the Board to reconsider its December 2, 2015 decision regarding effects bargaining. On July 29, 2016, the Board denied Respondent's motion. On August 29, the Board filed an application for enforcement of the effects bargaining decision with the United States Court of Appeals for the Third Circuit. On September 20, 2016, 3
40 months after Beaudry's letter to the Union, Respondent filed its opposition to the application for enforcement. Respondent did not abandon its right to contest the validity of the Board's decision on effects bargaining until December 2016. On these facts, Respondent has no colorable claim

⁸ I thus need not resolve the contradictory testimony of Marcus Presley and Angela Beaudry regarding a conversation they had in July 2016. Presley testified that Beaudry told him Respondent would not bargain over effects because the matter was in litigation; Beaudry denies this. Nevertheless, Beaudry never indicated to the Union that Respondent was withdrawing its challenge to the Board's order and indeed, Respondent continued to contest it months after Beaudry's letter.

that the Union did not bargain in good faith—at least not between December 2015 and December 2016, when it was not, as legal matter, engaging in good faith or legitimate bargaining.

5 *Respondent’s assertion that backpay should be reduced on account of the compliance officer’s failure to obtain contemporaneous information related to the claimants’ job search activity is without merit.*

10 As noted in the General Counsel’s brief, the manner in which the compliance investigation is conducted has no bearing on the claimants’ rights to backpay, *G & T Terminal Packaging Co.*, 356 NLRB 181, 189 (2010). The General Counsel’s compliance manual is not binding authority and moreover whatever prejudice Respondent suffered due to the lack of contemporaneous affidavits from the claimants was cured by its opportunity to subpoena each of them and their records at the instant hearing. Moreover, the record establishes that the compliance officer substantially complied with the terms of the compliance manual, for example, 15 by interviewing the claimants on the telephone and seeking to obtain the records of their interim employment from the States of New Jersey and Delaware.

20 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

25 The Respondent, Salem Hospital Corporation, Salem, New Jersey, its successors and assigns, shall pay the following employees the amounts set forth below plus interest computed and compounded daily as prescribed in *New Horizons*, 283 NLRB 1173 (1987), and *Kentucky River Medical Center*, 356 NLRB 6 (2010), accrued to the date of payment, minus tax withholdings required by Federal and State law:

- 30 1. Pay Esperanza “Hope” Driver \$34,005.78 in net backpay plus \$36 for the excess tax on her backpay award.
2. Pay Gail Kirkwood \$4,599.50 in net backpay.
- 35 3. Pay Linda Carr-Sibley \$2,856.66 in backpay.
4. Pay Jill Cottrell \$2,727.90 in backpay.
5. Pay Renee Garrison \$4,046.44 in backpay.
- 40 6. Pay Betty Moore \$4,466.42 in backpay.
7. Pay Maria Soone \$2,784.64 in backpay.

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board’s Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

8. Pay Michelle Newsome \$3,647.38 in backpay.

9. Pay Jacqueline Engle \$367.63 in backpay.

5 10. Pay Jacqueline Wood \$696.07 in backpay.

11. Pay Sylvia Drennan \$672.11 in backpay.

10 12. Pay Tina Kille \$923.23 in backpay.

Dated, Washington, D.C. February 14, 2018



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Arthur J. Amchan
Administrative Law Judge

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