

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

**DHSC, LLC, d/b/a AFFINITY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers, et. al.,**

and

Cases 08-CA-117890, et al.

**CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC)**

**JOINT MOTION OF THE GENERAL COUNSEL, RESPONDENTS AND CHARGING
PARTIES TO APPROVE SETTLEMENT AGREEMENTS**

Counsel for the General Counsel (General Counsel), Respondent DHSC, LLC, d/b/a Affinity Medical Center (Affinity), Respondent Hospital of Barstow Inc., d/b/a Barstow Community Hospital (Barstow), Respondent Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center (Bluefield), Respondent Greenbrier, VMC, LLC d/b/a Greenbrier Valley Medical Center (Greenbrier), Respondent Fallbrook Hospital Corporation d/b/a Fallbrook Hospital (Fallbrook), Respondent Watsonville Community Corporation d/b/a Watsonville Community Hospital (Watsonville), Respondent Community Health Systems, Inc., (CHSI), Respondent CHSPC, LLC. (CHSPC), Charging Party National Nurses United (NNOC), and Charging Party California Nurses Association/National Nurses Organizing Committee, AFL-CIO (CNA/NNOC) and Charging Party SEIU, United Healthcare Workers – West (SEIU) move to approve the proposed settlement agreements:

- Informal Settlement Agreement with Respondents Affinity, Barstow, Bluefield, Fallbrook, Greenbrier and Watsonville and Combined Notices (Exhibits 1 and (A)-(H), and 2)
- Settlement Agreement of Allegations Against CHSI and CHSPSC and Guarantee of Charged Party Hospital Remedies (Exhibit 3)
- Non-Board Settlement between Affinity and NNOC (Exhibit 4)
- Non-Board Settlement Agreement between Barstow and CNA/NNOC (Exhibit 5)
- Non-Board Settlement Agreement between Watsonville and CNA/NNOC (Exhibit 6)

The National Labor Relations Board (Board) has a longstanding policy of encouraging the peaceful resolution of disputes. *Independent Stave*, 287 NLRB 740, 741 (1987); *The Wallace Corporation v. NLRB*, 323 U.S. 248, 253–254 (1944) (“To prevent disputes like the one here involved, the Board has from the very beginning encouraged compromises and settlements.”); NLRB Casehandling Manual (Part One) Sec. 10126.3 (“Settlement efforts should, of course, continue at all stages of the proceeding, including after the hearing opens.”).

Section 10(a) of the Act gives the Board “exclusive power to deal with unfair labor practices and to prescribe the appropriate remedy.” *Borg-Warner Corp.*, 121 NLRB 1492, 1495 (1958). In *Independent Stave*, the Board set forth a non-exhaustive list of the factors by which settlement agreements must be evaluated.

[I]n evaluating . . . settlements in order to assess whether the purposes and policies underlying the Act would be effectuated by our approving the agreement, the Board will examine all the surrounding circumstances including, but not limited to, (1) whether the charging party(ies), the respondent(s), and any of the individual discriminatee(s) have agreed to be bound, and the position taken by the General Counsel regarding the settlement; (2) whether the settlement is reasonable in light of the nature of the violations alleged, the risks inherent in litigation, and the stage of the litigation; (3) whether there has been any fraud, coercion, or duress by any of the parties in reaching the settlement; and (4) whether the respondent has engaged in a history of violations of the Act or has breached previous settlement agreements resolving unfair labor practice disputes.

Independent Stave, 287 NLRB at 743.

The parties have discussed the *Independent Stave* factors and agree that, on the whole, the factors weigh in favor of approving these settlements. The discriminatees have waived reinstatement contingent upon approval by the Administrative Law Judge of the informal settlement agreement and non-Board agreements, as applicable, and do not oppose this settlement. Because the proposed settlement agreements are reasonable and effectuate the purposes of the Act, the parties recommend these agreements be approved.

Respectfully Submitted,

Counsel for the General Counsel

By s/ Aaron B. Sukert

AARON B. SUKERT

s/ Stephen M. Pincus

STEPHEN M. PINCUS

National Labor Relations Board – Region 8

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(216) 303-7389

DHSC, LLC, d/b/a Affinity Medical Center,

Hospital of Barstow Inc., d/b/a Barstow Community Hospital

Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical

Respondent

Greenbrier, VMC, LLC d/b/a Greenbrier Valley Medical Center

Fallbrook Hospital Corporation d/b/a Fallbrook Hospital

Watsonville Community Corporation d/b/a Watsonville Community Hospital

By s/ Don T. Carmody (2/26/2020)

Community Health Systems, Inc.

By s/ Leonard W. Sachs (3/4/2020)

CHPSC, LLC

By s/ Robert D. Hudson (3/3/2020)

National Nurses Organizing Committee; California Nurses Association/National
Nurses Organizing Committee; and California Nurses Association, National
Nurses United (CNA)

By s/ Nicole Daro (3/10/2020)

SEIU, United Healthcare Workers – West (SEIU)

By s/ Bruce A. Harland (3/11/2020)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing, was filed electronically with the National Labor Relations Board, Division of Judges, and served by electronic mail, as designated below, on the 12th day of March, 2020 on the following parties:

CARMEN DIRIENZO, ESQ.
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STE 200
ALAMEDA, CA 94501
bharland@unioncounsel.net

DATED at Cleveland, Ohio this 12th day of March, 2020

s/ Aaron B. Sukert
AARON B. SUKERT
STEPHEN M. PINCUS
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**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

**DHSC, LLC, d/b/a AFFINITY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers, et. al.,**

and

Cases 08-CA-117890, et al.

**CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC)**

INDEX OF SETTLEMENT DOCUMENTS

The following is an Index of Settlement Documents for the Joint Motion for Adoption of Settlement in the above-referenced cases.

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
1	Informal Settlement Agreement (ISA)
A	Fallbrook Backpay (CNA/NNOC Unit)
B	Fallbrook Backpay (SEIU Unit)
C	Bluefield MTO Backpay Exhibit
D	List of Allegations Covered by ISA
E	List of Allegations Not Covered by ISA
F	List of Counsel/Parties for Notification
G	Attached Second Amended Consolidated Complaint with Tracked Changes Reflecting Amendments Since August 19, 2016
H	Settlement of Allegations Against CHSI and CHSPSC and Guarantee of Charged Party Hospital Remedies

- 2 Combined Notices for Affinity, Barstow, Bluefield,
Fallbrook, Greenbrier and Watsonville
- 3 Settlement of Allegations Against CHSI and
CHSPSC and Guarantee of Charged Party Hospital
Remedies
- 4 Non-Board Settlement Agreement between Affinity
and NNOC
- 5 Non-Board Settlement Agreement between Barstow
and CNA/NNOC
- 6 Non-Board Settlement Agreement between
Watsonville and CNA/NNOC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing, was filed electronically with the National Labor Relations Board, Division of Judges, and served by electronic mail, as designated below, on the 12th day of March, 2020 on the following parties:

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DATED at Cleveland, Ohio this 12th day of March, 2020

s/ Aaron B. Sukert
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**EXHIBIT 1: INFORMAL SETTLEMENT
AGREEMENT IN 08-CA-117890, ET AL.
AND ATTACHED EXHIBITS A-H**

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, a
single employer and/or joint employers,

Cases 08-CA-117890
08-CA-124398,
08-CA-131772,
08-CA-144212,
08-CA-153759,
08-CA-166039

DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, et al., a
single employer and/or joint employers

Case 08-CA-130717

HOSPITAL OF BARSTOW, INC., d/b/a
BARSTOW COMMUNITY HOSPITAL,
COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers

Cases 31-CA-116300
31-CA-119831
31-CA-124540
31-CA-133880
31-CA-153504

BLUEFIELD HOSPITAL COMPANY,
LLC d/b/a BLUEFIELD REGIONAL
MEDICAL CENTER, COMMUNITY
HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS
PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers

Cases 10-CA-094403
10-CA-110743
10-CA-112255
10-CA-116246

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ABS 3/12/2020
[Signature] 2/26/2020
ND 3/10/2020

FALLBROOK HOSPITAL
CORPORATION, d/b/a FALLBROOK
HOSPITAL, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, et al., a
single employer and/or joint employers

Cases 21-CA-121480
21-CA-124295
21-CA-134774

FALLBROOK HOSPITAL
CORPORATION, d/b/a FALLBROOK
HOSPITAL,

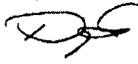
Case 21-CA-143512

GREENBRIER, VMC, LLC d/b/a
GREENBRIER
VALLEY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers

Cases 10-CA-117698
10-CA-121156
10-CA-126416
10-CA-124354

WATSONVILLE HOSPITAL
CORPORATION d/b/a WATSONVILLE
COMMUNITY HOSPITAL,
COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers

Cases 32-CA-120642
32-CA-124332

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WJ 3/10/2020

Subject to the approval of the Administrative Law Judge Eleanor Laws (Administrative Law Judge) for the National Labor Relations Board, and DHSC, LLC d/b/a Affinity Medical Center [Charged Party Affinity]; Hospital of Barstow, d/b/a Barstow Community Hospital [Charged Party Barstow]; Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center [Charged Party Bluefield]; Fallbrook Hospital Corporation d/b/a Fallbrook Hospital [Charged Party Fallbrook]; Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center [Charged Party Greenbrier]; Watsonville Hospital Corporation d/b/a Watsonville Community Hospital [Charged Party Watsonville], with each Charged Party also referred to as Charged Party Hospital, and collectively referred to as the Charged Party Hospitals, and the National Nurses Organizing Committee, AFL-CIO (NNOC); the California Nurses Association/National Nurses Organizing Committee (CNA/NNOC); California Nurses Association (CNA), National Nurses United [collectively known as Charging Party CNA/NNOC]; and Charging Party SEIU, United Healthcare Workers – West [also referred to as Charging Party SEIU], with Charging Party CNA/NNOC and Charging Party SEIU, collectively known as Charging Parties, **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

INDIVIDUAL CHARGED PARTY HOSPITAL NOTICE

Each Charged Party Hospital is only responsible to perform the obligations associated with that Charged Party Hospital's individual Notice and fulfilling the obligations of this agreement with respect to that Charged Party Hospital. ¹

POSTING OF NOTICE — After the Administrative Law Judge has approved this Agreement, the Regional Office will send copies of the approved Notice for each Charged Party Hospital (Affinity, Barstow, Bluefield, Fallbrook, Greenbrier, and Watsonville), herein designated as the Affinity Notice, Barstow Notice, Bluefield Notice, Fallbrook CNA/NNOC Notice, Fallbrook SEIU Notice, Greenbrier Notice, and Watsonville Notice, to the respective Charged Party Hospital in English. A responsible official of the respective Charged Party Hospital will then sign and date the Notice applicable to the Charged Party Hospital. The Notices are Attached as Exhibit 2.

A responsible official will immediately post the Notice applicable to the Charged Party Hospital in all locations where other notices to employees are customarily posted at Barstow Community Hospital located at 820 East Mountain View St., Barstow, California, 92311; at Bluefield Regional Medical Center, located at 500 Cherry Street, Bluefield, West Virginia, 24701; at Greenbrier Valley Medical Center, located at 1320 Maplewood Avenue, Ronceverte, West Virginia 24970; and at Watsonville Community Hospital located at 75 Nielson Street, Watsonville, California 95076. Each of the aforementioned Charged Party Hospitals (Barstow, Bluefield, Greenbrier and Watsonville) will keep its Notice applicable to the Charged Party Hospital posted for 60 consecutive days after the initial posting.

¹ The parties agree that the Notices referenced herein and attached hereto are the only Notices that must be posted, distributed and read, as provided above, in full satisfaction of the informal settlement agreements in 08-CA-117890, et al. and 08-CA-167313, et al. as executed by ALJ Eleanor Laws and ALJ Geoffrey Carter. Each Charged Party Hospital is not required to fulfill the obligations related to posting and distribution of the Notices more than once in satisfaction of these informal settlement agreements.

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ABS 3/12/2020
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WJ 3/10/2020

To the extent Charged Party Affinity resumes operations within six months from the approval of this agreement, Charged Party Affinity will post copies of the Affinity Notice at any re-opened facility in all locations where other notices to employees are customarily posted for 60 consecutive days after the initial posting.

To the extent Charged Party Fallbrook resumes operations within six months from the approval of this agreement, Charged Party Fallbrook will post copies of the Fallbrook CNA/NNOC Notice and Fallbrook SEIU Notice at any re-opened facility in all locations where other notices to employees are customarily posted, for 60 consecutive days after the initial posting.

MAILING OF NOTICE

Affinity

Charged Party Affinity will also copy and mail, at its own expense, a copy of the attached Affinity Notice to all former unit employees who were employed from January 1, 2014 to March 12, 2018. The Affinity Notice will be signed by a responsible official of the Charged Party Affinity and show the date of mailing. Charged Party Affinity will provide the Regional Director of Region 8 with written confirmation of the date of mailing and a list of names and addresses of unit employees to whom the Notice was mailed.

Fallbrook

Charged Party Fallbrook will also copy and mail, at its own expense, a copy of the attached Fallbrook CNA/NNOC Notice and Fallbrook SEIU Notice to all current and former employees of Fallbrook, and in the respective CNA/NNOC unit who were employed at any time from January 1, 2014 through December 20, 2014, and in the respective SEIU unit who were employed at any time from August 1, 2014 to December 20, 2014. The Fallbrook CNA/NNOC and Fallbrook SEIU Notices will be signed by a responsible official of Charged Party Fallbrook and show the date of mailing. Charged Party Fallbrook will provide the Regional Director of Region 8 written confirmation of the date of mailing and a list of names and addresses of employees to whom the Fallbrook Notices were mailed.

Bluefield

Charged Party Bluefield will also copy and mail, at its own expense, a copy of the attached Bluefield Notice to all former unit employees who were employed at any time after August 29, 2012 but are not currently employed as of the date of the execution of this agreement. The Bluefield Notice will be signed by a responsible official of the Charged Party Bluefield and show the date of mailing. Charged Party Bluefield will provide the Regional Director of Region 8 with written confirmation of the date of mailing and a list of names and addresses of former unit employees to whom the Notice was mailed.

Greenbrier

Charged Party Greenbrier will also copy and mail, at its own expense, a copy of the attached Greenbrier Notice to all former unit employees who were employed at any time after August 30, 2012 but who are not currently employed as of the date of the execution of this agreement. The Greenbrier Notice will be signed by a responsible official of the Charged Party Greenbrier and show the date of mailing. Charged Party Greenbrier will provide the Regional Director of Region

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ND 3/10/2020

8 with written confirmation of the date of mailing and a list of names and addresses of former unit employees to whom the Notice was mailed.

INTRANET POSTING

Each of the Charged Party Hospitals Barstow, Bluefield, Greenbrier and Watsonville will also post a copy of its respective Notice on the intranet at its facility in English and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party Hospital will submit a paper copy of the intranet or website posting to the Region 8's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE – Each of the Charged Party Hospitals Barstow, Bluefield, Greenbrier, and Watsonville will email a copy of its respective signed Notice in English to all unit employees that work at its respective facilities designated above.

Barstow:

The message of the e-mail transmitted with the Barstow Notice will state: "We are distributing the Attached Notices to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 8 of the National Labor Relations Board in Cases 31-CA-116300, 31-CA-119831, 31-CA-124540, 31-CA-133880, and 31-CA-153504." Charged Party Barstow will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at megan.sobczak@nlrb.gov.

Bluefield

The message of the e-mail transmitted with the Bluefield 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 8 of the National Labor Relations Board in Cases 10-CA-094403, 10-CA-110743, 10-CA-112255, and 10-CA-116246." Charged Party Bluefield will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at megan.sobczak@nlrb.gov.

Greenbrier

The message of the e-mail transmitted with the Greenbrier Notice will state: "We are distributing the Attached Notices to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 8 of the National Labor Relations Board in Case 10-CA-117698, 10-CA-121156, 10-CA-126416, 10-CA-124354." Charged Party Greenbrier will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at megan.sobczak@nlrb.gov

Watsonville

The message of the e-mail transmitted with the Watsonville 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 8 of the National Labor Relations Board in Cases 32-CA-120642 and 32-CA-124332." Charged Party Watsonville will forward a copy of that e-

ABS 3/12/2020
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MB 3/10/2020

mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at megan.sobczak@nrlrb.gov

READING OF NOTICE—The Charged Party Hospital at each of the designated locations above at Barstow, Bluefield, Greenbrier, and including at Affinity and Fallbrook, should operations resume at Affinity and Fallbrook within six months after the approval of this settlement agreement, will hold a meeting or meetings, scheduled to ensure the widest possible attendance on each shift, at which a Board Agent will read the Notices in English. The reading will take place at a time when the Charged Party Hospital would customarily hold meetings and must be completed prior to the completion of the 60-day Notice posting period. The date and time(s) of the reading must be approved by the Regional Director. The announcement of the meeting will be in the same manner the Charged Party Hospital normally announces meetings and must be approved by the Regional Director.

COMPLIANCE WITH NOTICE — Each of the Charged Party Hospitals will comply with all the terms and provisions of the respective Notice which it has executed.

BACKPAY

The respective Charged Party Hospitals Affinity, Bluefield and Fallbrook identified below will make appropriate withholdings for each named employee. No withholdings should be made from the expenses, interest or excess tax portions of the backpay as presented herein. The respective Charged Party Hospital will also file a report with the Social Security Administration allocating the payment(s) to the appropriate time periods.

Charged Party Affinity

Within 45 days from approval of this agreement, Charged Party Affinity will make whole the employee(s) named below by payment to each of them of the amount opposite each name. Charged Party Affinity will make appropriate withholdings as directed below for each named employee. No withholdings should be made from the interest portion of the backpay, if there is any interest.

Michelle Custer - Backpay ²	\$3927	Interest \$0	Excess Tax Liability \$92
Total:	\$4019		
Tara Magrell - Backpay	\$1104	Interest \$0	Excess Tax Liability \$22
Total:	\$1126		
Michelle Hastings -Backpay	\$910	Interest \$0	Excess Tax Liability \$19
Total:	\$929		

² Charged Party Affinity has agreed to pay \$714 for the 2-day suspension issued on February 12, 2015 to Michelle Custer for January 19, 2015 and January 22, 2015, and \$3213 for the 3-week suspension issued to Michelle Custer for February 26, 2015 to March 13, 2015.

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BAA 3/11/20
DF 2/26/2020
ND 3/10/2020

For each employee, Charged Party Affinity will send two checks to the Regional Director of Region 8, who will oversee compliance of this portion of the Agreement. The first check for each employee will be for the backpay owed to the employee. The second check for each employee will be a combined check covering the interest, if any, plus excess tax liability owed to the employee. The checks will be made payable to the employees identified above.

For the first (backpay) check, Charged Party Affinity is responsible for paying the Employer's share of FICA in addition to the wages specified above. Withholdings for federal income tax will not exceed a maximum rate of 25%. The Charged Party will also file a report with the Regional Director of Region 8 allocating the payment(s) to the appropriate calendar year(s).

No withholdings should be made from the second check (the interest, if any, plus excess tax liability portions of the backpay).

Within 45 days from approval of this Agreement, Charged Party Affinity will also provide the Regional Director of Region 8 with the following information from its records for each employee, in order to assist Region 8 in locating the employees: The employee's full first and last name; social security number; and last known address, phone number, and personal email address. This information shall be provided to the Region in a single document in Excel format.

Absent compelling circumstances, if an employee is not located by the NLRB within one (1) year from the date that both the backpay checks and all employee contact information have been received by the Regional Director of Region 8, the backpay checks will be returned to Charged Party Affinity, and the employee's entitlement to backpay shall expire.

If, during the compliance phase of this matter, any check sent by Charged Party Affinity becomes void because it has not been deposited or cashed within a certain period of time, Charged Party Affinity agrees it will send Region 8 a newly dated replacement check for the exact same dollar amount within 14 days of the Region's request for such replacement check.

Charged Party Bluefield:

Within 45 days from approval of this agreement Charged Party Bluefield will make whole all unit employees at Bluefield for a total amount of \$11,500, as set out in Exhibit C, in the amounts set forth therein, including appropriate withholdings.

For each employee, Charged Party Bluefield will send two checks to the Regional Director of Region 10, who will oversee compliance of this portion of the Agreement. The first check for each employee will be for the backpay owed to the employee. The second check for each employee will be a combined check covering the interest, if any, plus excess tax liability owed to the employee. The checks will be made payable to the employees identified in Exhibit C.

For the first (backpay) check, Charged Party Bluefield is responsible for paying the Employer's share of FICA in addition to the wages specified in Exhibit C. Withholdings for federal income tax will not exceed a maximum rate of 25%. The Charged Party Bluefield will also file a report

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with the Regional Director of Region 10 allocating the payment(s) to the appropriate calendar year(s).

No withholdings should be made from the second check (the interest plus excess tax liability portions of the backpay).

Within 45 days from approval of this Agreement, Charged Party Bluefield will also provide the Regional Director of Region 10 with the following information from its records for each employee, in order to assist Region 10 in locating the employees: The employee's full first and last name; social security number; and last known address, phone number, and personal email address. This information shall be provided to the Region in a single document in Excel format.

Absent compelling circumstances, if an employee is not located by the NLRB within one (1) year from the date that both the backpay checks and all employee contact information have been received by the Regional Director of Region 10, the backpay checks will be returned to Charged Party Bluefield, and the employee's entitlement to backpay shall expire.

If, during the compliance phase of this matter, any check sent by Charged Party Bluefield becomes void because it has not been deposited or cashed within a certain period of time, Charged Party Bluefield agrees it will send Region 10 a newly dated replacement check for the exact same dollar amount within 14 days of the Region's request for such replacement check.

Charged Party Fallbrook:

Within 45 days from approval of this Agreement, Charged Party Fallbrook will make whole the CNA/NNOC unit employees and the SEIU unit employees set out in Exhibits A and B, in the amounts set forth therein, including appropriate withholdings.

For each employee, Charged Party Fallbrook will send two checks to the Regional Director of Region 21, who will oversee compliance of this portion of the Agreement. The first check for each employee will be for the backpay owed to the employee. The second check for each employee will be a combined check covering the interest plus excess tax liability owed to the employee. The checks will be made payable to the employees identified in Exhibits A and B.

For the first (backpay) check, Charged Party Fallbrook is responsible for paying the Employer's share of FICA in addition to the wages specified in Exhibits A and B. Withholdings for federal income tax will not exceed a maximum rate of 25%. The Charged Party will also file a report with the Regional Director of Region 21 allocating the payment(s) to the appropriate calendar year(s).

No withholdings should be made from the second check (the interest plus excess tax liability portions of the backpay).

Within 45 days from approval of this Agreement, Charged Party Fallbrook will also provide the Regional Director of Region 21 with the following information from its records for each employee, in order to assist Region 21 in locating the employees: The employee's full first and last name; social security number; and last known address, phone number, and personal email address. This information shall be provided to the Region in a single document in Excel format.

ABS 3/12/2020
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Absent compelling circumstances, if an employee is not located by the NLRB within one (1) year from the date that both the backpay checks and all employee contact information have been received by the Regional Director of Region 21, the backpay checks will be returned to Charged Party Fallbrook, and the employee's entitlement to backpay shall expire.

If, during the compliance phase of this matter, any check sent by Charged Party Fallbrook becomes void because it has not been deposited or cashed within a certain period of time, Charged Party Fallbrook agrees it will send Region 21 a newly dated replacement check for the exact same dollar amount within 14 days of the Region's request for such replacement check.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), 08-CA-117890, 08-CA-124398, 08-CA-130717, 08-CA-131772, 08-CA-144212, 08-CA-153759, 08-CA-166039, 31-CA-116300, 31-CA-119831, 31-CA-124540, 31-CA-133880, 31-CA-153504, 10-CA-094403, 10-CA-110743, 10-CA-112255, 10-CA-116246, 21-CA-121480, 21-CA-124295, 21-CA-134774, 21-CA-143512, 10-CA-117698, 10-CA-121156, 10-CA-126416, 10-CA-124354, 32-CA-120642, and 32-CA-124332, including all allegations covered by the attached Notices to Employees made part of this agreement. The Agreement does not settle any other case(s) or matters not discussed in Exhibit D. All unfair labor practice allegations in the Consolidated Complaint (Second Amended Consolidated Complaint, dated August 19, 2016 and as amended at hearing) are addressed here by this informal settlement agreement, and/or by non-Board settlement agreements executed on _____, with the exception of allegations outlined in Exhibit E.

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. By approving this Agreement, the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above cases, and the Charged Party withdraws any answer(s) filed in response.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for each Charged Party Hospital 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 respective Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Affinity:

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The term Regional Director shall refer to the Regional Director of Region 8 or any other designee. The term Administrative Law Judge will refer to the Administrative Law Judge or any other designee.

Charging Party will notify the Regional Director in writing concerning any alleged non-compliance with any applicable terms and provisions of the Agreement. Upon being notified of a Charged Party Hospital's alleged non-compliance with any applicable terms and provisions of this Agreement, the Regional Director for Region 8 will issue a letter to the Charged Party Hospital(s) and their counsel represented herein that is/are the subject of non-compliance, along with counsel for Charged Party Community Health Systems Professional Services Corporation (CHSPSC), counsel for Charged Party Community Health Systems, Inc. (CHSI), the Charging Parties, and the Administrative Law Judge, regarding the nature of the alleged non-compliance. The names and contact information of all of the foregoing individuals are contained in Exhibit F.

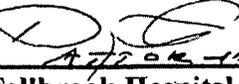
The Administrative Law Judge will convene a conference call with the appropriate counsel in Attached Exhibit F to discuss the alleged non-compliance with this Agreement. In the event of a dispute as to compliance with this Agreement, including any attached Notices, that is not resolved by the Administrative Law Judge after 60 days of the issuance of the letter by the Regional Director initially notifying the parties of alleged non-compliance, or upon agreement of all parties after an extension beyond 60 days, the Administrative Law Judge will notify the Regional Director that said Regional Director will assume jurisdiction over any compliance disputes, and copy the parties and counsel identified in Exhibit F.

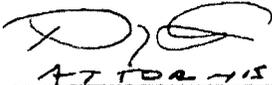
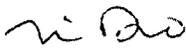
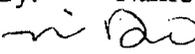
In the alternative, if, within 30 days of the Administrative Law Judge convening the conference call referenced in the preceding paragraph, the Administrative Law Judge determines the dispute over compliance is not likely to be resolved within the following 30 days, the Administrative Law Judge may notify the Regional Director that said Regional Director will assume jurisdiction over any compliance disputes, and copy the parties and counsel in Exhibit F.

After the Regional Director receives notice that alleged non-compliance has not been resolved, and if the Regional Director determines that non-compliance has occurred, each respective Charged Party Hospital agrees that in case of non-compliance, and after 21 days' notice from the Regional Director of such non-compliance without remedy by the respective Charged Party Hospital, the Regional Director will reinstate the allegations which are the subject of the determination of non-compliance by the Regional Director from the Second Amended Consolidated Complaint in 08-CA-117890, et al, as amended at hearing (Consolidated Complaint), and/or the Amended Complaint in 21-CA-143512 (herein referred to as the Complaints), against the respective non-compliant Charged Party Hospital(s). In addition, all allegations related to the 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 that are the subject of the non-compliance will be reinstated. If the reinstatement of any allegations is necessary, all allegations that have been fully remedied, settled and/or certified by Region 8 as meeting compliance, and which do not pertain to the issue of non-compliance, will be the subject of a motion to sever and/or a motion to dismiss submitted by General Counsel to the Administrative Law Judge, prior to the reinstatement of any allegations of the Complaint(s).

ABS 3/12/2020
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DYG 2/26/2020
MD 3/10/2020

Charged Party Hospitals		Charging Parties	
DHSC, LLC d/b/a Affinity Medical Center		National Nurses Organizing Committee (NNOC)	
By: Name and Title  ATTORNEY	Date 2/26/2020	By: Name and Title ni do Legal Counsel	Date 3/10/2020
Hospital of Barstow, d/b/a Barstow Community Hospital		The California Nurses Association/National Nurses Organizing Committee (CNA/NNOC)	
By: Name and Title  ATTORNEY	Date 2/26/2020	By: Name and Title ni do Legal Counsel	Date 3/10/2020
Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center		National Nurses Organizing Committee (NNOC)	
By: Name and Title  ATTORNEY	Date 2/26/2020	By: Name and Title ni do Legal Counsel	Date 3/10/2020
Fallbrook Hospital Corporation d/b/a Fallbrook Hospital		California Nurses Association/National Nurses Organizing Committee (CNA/NNOC)	
By: Name and Title  ATTORNEY	Date 2/26/2020	By: Name and Title ni do Legal Counsel	Date 3/10/2020
Fallbrook Hospital Corporation d/b/a Fallbrook Hospital		SEIU, United Healthcare Workers - West (SEIU)	
By: Name and Title  ATTORNEY	Date 2/26/2020	By: Name and Title Bruce A. Harland Attorney for Union	Date 3/11/20
Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center		National Nurses Organizing Committee (NNOC)	

By:  ATTORNEY	Date 2/26/2020	By:  Legal Counsel	Date 3/10/2020
Watsonville Hospital Corporation d/b/a Watsonville Community Hospital		California Nurses Association, National Nurses United (CNA)	
By:  ATTORNEY	Date 2/26/2020	By:  Legal Counsel	Date 3/10/2020
Recommended By:  AARON SUKERT, Field Attorney Counsel for General Counsel	Date 3/12/2020	Approved By: NORA F. MCGINLEY, Acting Regional Director, Region 8	Date

 2/26/2020

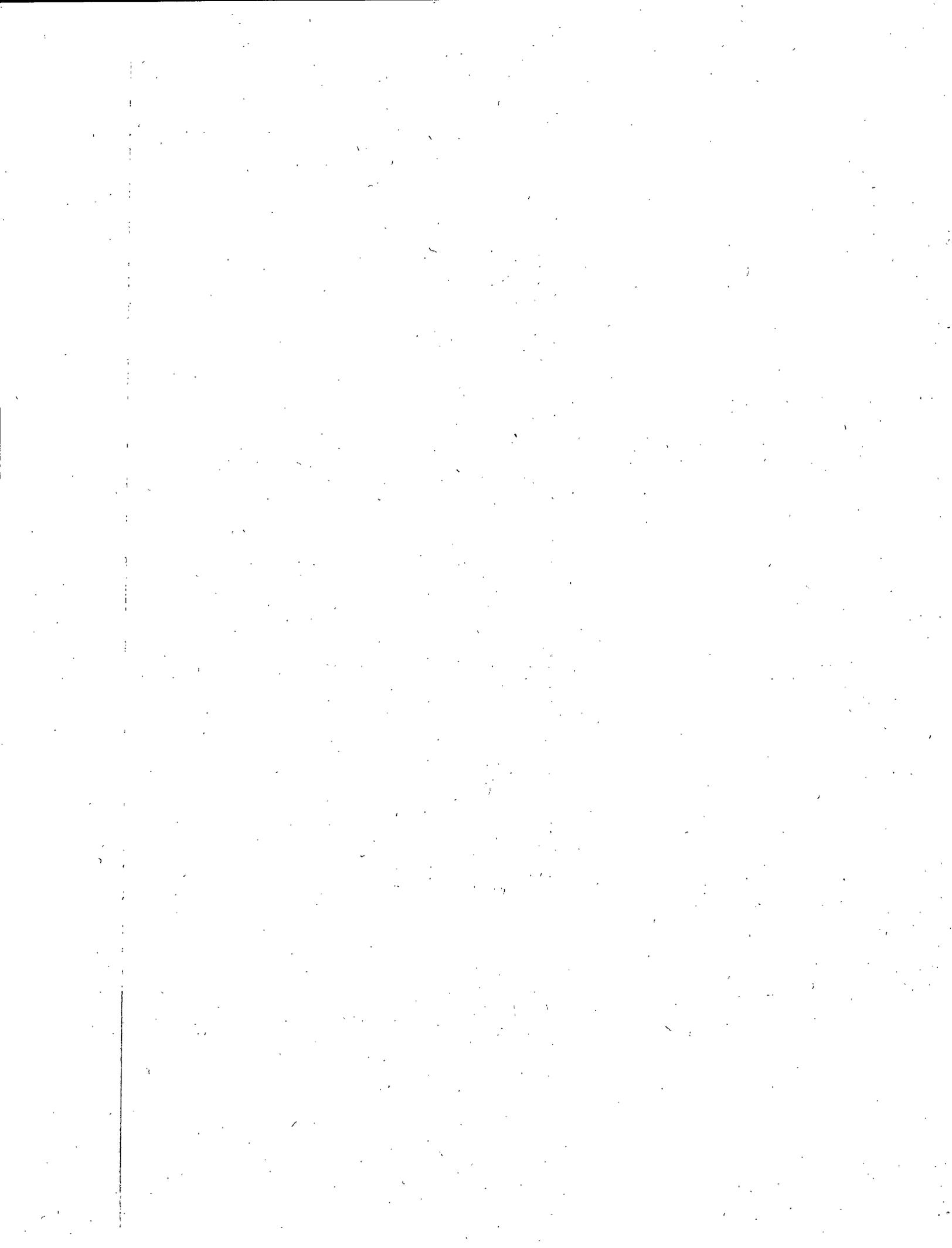


EXHIBIT A
(Fallbrook)
(CNA/NNOC unit)

ABS 3/12/2020

BA 3/11/20

WD 3/10/2020

DE 2/24/2020

Employee	Net Backpay	Interest	Excess Tax Liability	Total
Sarah Aldean	\$1,170.00	\$179.50	\$44.00	\$1393.50
Thelma Amiling	\$1506.00	\$231.00	\$56.50	\$1793.50
Michele Caiola	\$1485.50	\$228.00	\$56.00	\$1769.50
Elizabeth Chavez	\$967.00	\$148.50	\$36.50	\$1152.00
Anna Hall	\$1,386.00	\$212.50	\$52.00	\$1650.50
Leslie Hofer	\$344.00	\$52.50	\$13.00	\$409.50
Marjorie Kubitz	\$980.50	\$150.50	\$37.00	\$1168.00
Jennifer Petite	\$344.00	\$52.50	\$13.00	\$409.50
Jeaneen Randall	\$1,170.00	\$179.50	\$44.00	\$1393.50
Total	\$9,353.00	\$1434.50	\$352.00	\$11,139.50

BIA 3/11/20

WA 3/10/2020

DF 2/26/2020

ABS 3/12/2020

EXHIBIT B

(Fallbrook)

(SEIU unit)

BA 3/11/20

ND 3/10/2020

DS 3/24/2020

ABS 3/12/2020

Employee	Net Backpay	Interest	Excess Tax Liability	Total
CAROL AGE	\$825.00	\$119.00	\$27.00	\$971.00
JILL ALMARIO	\$307.00	\$44.00	\$10.00	\$361.00
VERONICA ALTAMIRANO	\$432.00	\$62.00	\$14.00	\$508.00
GLORIA APODACA	\$998.00	\$143.00	\$33.00	\$1,174.00
STEPHANIE ARNDT	\$420.00	\$60.00	\$13.00	\$493.00
NANCY L ARWINE MAVERS	\$420.00	\$60.00	\$13.00	\$493.00
AURORA BARRETO	\$108.00	\$16.00	\$4.00	\$128.00
SANDRA BARRETO	\$629.00	\$90.00	\$21.00	\$740.00
MICHAELA BLACKMON SMITH	\$250.00	\$36.00	\$8.00	\$294.00
KEVIN BORTOLUSSI	\$2,152.00	\$309.00	\$70.00	\$2,531.00
ROSIE BOZIN	\$364.00	\$52.00	\$12.00	\$428.00
DEJILAH CARROLL	\$933.00	\$133.00	\$31.00	\$1,097.00
IRMA CLEAR	\$711.00	\$102.00	\$23.00	\$836.00
EMILY COE	\$153.00	\$22.00	\$5.00	\$180.00
GINA COLELLO	\$284.00	\$40.00	\$9.00	\$333.00
MARIA CORONA	\$734.00	\$105.00	\$24.00	\$863.00
AMY CUMMINS	\$432.00	\$62.00	\$14.00	\$508.00
DANIEL CURRAN	\$834.00	\$120.00	\$27.00	\$981.00
MARIA DAMRON	\$819.00	\$117.00	\$42.00	\$978.00
RUSSELL DENTON	\$420.00	\$60.00	\$13.00	\$493.00
MARIA DIONISIO	\$1,098.00	\$158.00	\$36.00	\$1,292.00
MARLENE ELLIS	\$318.00	\$45.00	\$11.00	\$374.00
NORMA GARCIA	\$775.00	\$111.00	\$26.00	\$912.00
PRACILLA GARCIA	\$533.00	\$77.00	\$17.00	\$627.00
ANGELINA GONZALEZ	\$728.00	\$104.00	\$23.00	\$855.00
MARIA G. GONZALEZ	\$994.00	\$143.00	\$33.00	\$1,170.00
MARIA L. GONZALEZ	\$672.00	\$97.00	\$22.00	\$791.00

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1

WA 3/10/2020

DF 3/24/2020

ABS 3/12/2020

ROGER GUNTHER	\$1,544.00	\$222.00	\$50.00	\$1,816.00
KATHERINE HARTMAN	\$318.00	\$45.00	\$11.00	\$374.00
TERESA HAUTH	\$914.00	\$131.00	\$30.00	\$1,075.00
PAULA HORNING	\$1,042.00	\$149.00	\$34.00	\$1,225.00
SASHA JARVIE	\$530.00	\$76.00	\$17.00	\$623.00
KIM JENSEN	\$1,566.00	\$224.00	\$51.00	\$1,841.00
GERARDO JIMENEZ	\$913.00	\$131.00	\$30.00	\$1,074.00
LAURA E. JUAREZ LEMUS	\$540.00	\$77.00	\$18.00	\$635.00
CYNTHIA LAVINE	\$997.00	\$143.00	\$33.00	\$1,173.00
CARLA LIEVANOS	\$193.00	\$28.00	\$6.00	\$227.00
JOSE LOPEZ	\$579.00	\$83.00	\$19.00	\$681.00
MICHAEL MALDONADO	\$650.00	\$93.00	\$21.00	\$764.00
JANE L. MANFREDI	\$327.00	\$47.00	\$11.00	\$385.00
ARNETT MANGO	\$2,045.00	\$293.00	\$67.00	\$2,405.00
ROSALIE MCCLAIN	\$657.00	\$94.00	\$21.00	\$772.00
CRAIG MCDANIEL	\$420.00	\$60.00	\$13.00	\$493.00
MORGAN MCINTIRE	\$375.00	\$54.00	\$12.00	\$441.00
KWAKU D. MILLER	\$234.00	\$33.00	\$8.00	\$275.00
LYNNETTE MORALES	\$170.00	\$24.00	\$6.00	\$200.00
LINDA MORAN	\$193.00	\$28.00	\$6.00	\$227.00
KARI MORENO	\$1,302.00	\$187.00	\$43.00	\$1,532.00
JASON MORGAN	\$638.00	\$92.00	\$21.00	\$751.00
CLAIRE MULDER	\$391.00	\$56.00	\$13.00	\$460.00
OLGA NAVIDAD	\$1,201.00	\$173.00	\$39.00	\$1,413.00
KATHERINE NEWMAN	\$852.00	\$122.00	\$28.00	\$1,002.00
TAMARA NICODEMUS	\$1,392.00	\$200.00	\$45.00	\$1,637.00
KRISTY NORFOLK	\$1,125.00	\$161.00	\$37.00	\$1,323.00
JUDY ORTEGA	\$1,365.00	\$196.00	\$45.00	\$1,606.00
ROBIN PATE	\$375.00	\$54.00	\$12.00	\$441.00

BIA 3/11/20

2

MD 3/10/2020

DJS 3/24/2020

ABS 3/12/2020

CATHERINE PEDERSEN	\$1,020.00	\$146.00	\$33.00	\$1,199.00
MARIA PENA	\$193.00	\$28.00	\$6.00	\$227.00
CARLOS PEREZ	\$980.00	\$141.00	\$32.00	\$1,153.00
JOSEPH POIRIER	\$2,086.00	\$299.00	\$68.00	\$2,453.00
ROSIE POPE	\$307.00	\$44.00	\$10.00	\$361.00
MELISSA PRATT	\$2,322.00	\$333.00	\$75.00	\$2,730.00
TATYANA PURDY	\$1,659.00	\$238.00	\$54.00	\$1,951.00
MARCIA RAINES	\$917.00	\$131.00	\$30.00	\$1,078.00
PERLA RAMIREZ	\$540.00	\$77.00	\$18.00	\$635.00
MELISSA RITENOUR	\$364.00	\$52.00	\$12.00	\$428.00
YASMIN SABER	\$284.00	\$40.00	\$9.00	\$333.00
SUZANNE SHELTON	\$1,562.00	\$224.00	\$51.00	\$1,837.00
LAUREN SMITH	\$511.00	\$73.00	\$16.00	\$600.00
CATHY SNELLER	\$834.00	\$119.00	\$27.00	\$980.00
CANDIDA SOTO	\$514.00	\$74.00	\$17.00	\$605.00
BRIAN SOVOCOL	\$155.00	\$22.00	\$5.00	\$182.00
STEPHEN SPENCER	\$227.00	\$33.00	\$7.00	\$267.00
LISA SPROWL	\$351.00	\$50.00	\$11.00	\$412.00
DARLENE STAKER	\$1,396.00	\$200.00	\$45.00	\$1,641.00
RICHARD SURRAN	\$936.00	\$134.00	\$31.00	\$1,101.00
KATHIRYNN THOMPSON	\$1,278.00	\$183.00	\$42.00	\$1,503.00
DAVID TIPTON	\$420.00	\$60.00	\$13.00	\$493.00
SOKKIM UNG	\$170.00	\$24.00	\$6.00	\$200.00
MERCY VANDEMARK	\$375.00	\$54.00	\$12.00	\$441.00
FRANCES VARELA	\$783.00	\$112.00	\$26.00	\$921.00
SANDRA VIOLA	\$653.00	\$94.00	\$21.00	\$768.00
KEP WADIAK	\$107.00	\$16.00	\$4.00	\$127.00
DIANE WAGNER	\$432.00	\$62.00	\$14.00	\$508.00
SANDRA WAGNER	\$1,031.00	\$148.00	\$33.00	\$1,212.00

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WA 3/10/2020

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ABS 3/12/2020

REGINALD WALTON	\$420.00	\$60.00	\$13.00	\$493.00
BRIAN WHITTEMORE	\$1,013.00	\$146.00	\$33.00	\$1,192.00
JULIE WOJTASIEWICZ	\$432.00	\$62.00	\$14.00	\$508.00
BRETT WOOTTON	\$1,602.00	\$229.00	\$52.00	\$1,883.00
Total	\$66,065.00	\$9,471.00	\$2,168.00	\$77,704.00

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4
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Exhibit C

RN Discriminatee	Total Amount Owed	Amount Breakdown
Brenda Meadwell	\$970	\$754 backpay; \$187 interest; \$29 excess tax
Jennifer Peloubet	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
William Lawson	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Tracy Jesse	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Lisa Crabtree	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Mary Pruett	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Stephanie Lockhart	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Linda Osborn	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Gracie Vernon	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Matthew Grose	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Tammy Hamm	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Donna Smith	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Eva Hall	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Angel Young	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sharon Faulkner	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Darlene Gearhart	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Robin Hodges	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Melissa Looney	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax

BA 3/11/20
 NA 3/10/2020
 D, S 2/24/2020
 ABS 3/12/2020

Abel Solademi	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Beverly Hatfield	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Carolyn Law	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Martha Waddell	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Dreama Hubbard	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Leandra Green	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Julie Overbaugh	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Debra Bowen	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Ashley Darago	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Rhonda Dickens	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Andrea Crigger	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Donna Kinder	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Stacy Jones	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Leslie Barnett	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sharon Henderson	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Lisa Mann	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Brooke Ratliff	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Kristy Brown	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Heather Surface	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sirena Phipps	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sandy Aldermann	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax

BA 3/11/20
 MD 3/10/2020
 2/24/2020
 ABS 3/12/2020

Victoria Wyatt	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Jackie Jones	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Jamie Wade	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Mary Tabor	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Carolyn Williby	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Rosa Stamper	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sheri Dillow	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Jessie Terpin	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Courtney Bowman	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Sue Tibbs	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Billie Hylton	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Johanna Foley	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Carol Fitzwater	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Cammie Woodyard	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Lindsey Blevins	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Heather Arnold	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Melissa Bogle	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Randi Fuller	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Crystal Wimmer	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Jennifer Bordeaux	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Rhonda Musick	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax

BIA 3/11/20

MD 3/10/2020

OS 2/26/2020
ABS 3/12/2020

Kandi Bailey	\$175.50	\$135.50 backpay; \$34 interest; \$5 excess tax
Total	\$11,500	

BA 3/11/20

MA 3/10/2020

DJG 2/26/2020

ABS 3/12/2020



EXHIBIT D: LIST OF ALL ALLEGATIONS FROM THE SECOND AMENDED CONSOLIDATED COMPLAINT, AS AMENDED, COVERED BY THE INFORMAL SETTLEMENT AGREEMENT IN 08-CA-117890, ET AL. AND THE AMENDED COMPLAINT IN 21-CA-145312

PARAGRAPH	ALLEGATIONS
1	Affinity: Service of Charges
2	Barstow: Service of Charges
3	Bluefield: Service of Charges
4	Fallbrook: Service of Charges
5. ¹	Greenbrier: Service of Charges
7.	Watsonville: Service of Charges
8(A)- (E), (G)- (I)	Description of Respondent's Businesses: Affinity, Barstow, Bluefield, Fallbrook, Greenbrier, Watsonville: Description of CHSI, CHSPSC.
9	Affinity/CHSI/CHSPSC Single Employer Allegations ²
10	Barstow/CHSI/CHSPSC Single Employer Allegations
11	Bluefield/CHSI/CHSPSC Single Employer Allegations
12	Fallbrook/CHSI/CHSPSC Single Employer Allegations
13	Greenbrier/CHSI/CHSPSC Single Employer Allegations
15	Watsonville/CHSI/CHSPSC Single Employer Allegations
16	CHSPSC/CHSI Single Employer Allegations
17	Affinity/CHSI Joint Employer Allegations
18	Barstow /CHSI Joint Employer Allegations
19	Bluefield/CHSI Joint Employer Allegations
20	Fallbrook/CHSI Joint Employer Allegations
21	Greenbrier/CHSI Joint Employer Allegations
23	Watsonville/CHSI Joint Employer Allegations

¹ Pursuant to note 1 of the Second Amended Consolidated Complaint, as amended, on March 3, 2016, Administrative Law Judge Eleanor Laws approved a settlement in Cases 09-CA-102403, 09-CA-105751, 09-CA-129151, 09-CA-131638 and 09-CA-133951 involving Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC and Respondent Kentucky River and also approved a motion to sever those cases. Accordingly, the following allegations in the following paragraphs of the Second Amended Consolidated Complaint, as amended, have been withdrawn: 6, 8(F), 14, 22, 24(F), 26(D), 34, 71, 112 through 116. The reference to Jackson, Kentucky has been removed from paragraphs 8(H) and 8(I) and the references to Respondent Kentucky River have been removed from the remedial section of the instant Second Amended Consolidated Complaint.

² Respondents CHSPSC and CHSI are not parties to this informal settlement agreement. The General Counsel, the Union, Respondent CHSPSC, LLC and Respondent Community Health Systems, Inc. (CHSI) entered into a Settlement of Allegations Against CHSI and CHSPSC, LLC and Guarantee of Charged Party Hospital Remedies (Guarantee) executed on 3/12/2020 (attached as Exhibit H to the Informal Settlement Agreement). The Guarantee, as set forth therein, provides that Respondent CHSPSC shall be the guarantor of the remedies set forth in the Informal Settlement Agreements and Non-Board Settlement Agreements ("Hospital Settlements") entered into by the Charged Party Hospitals (DHSC, LLC d/b/a Affinity Medical Center, Hospital of Barstow, Inc. d/b/a Barstow Community Hospital, Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Fallbrook Hospital Corporation d/b/a Fallbrook Hospital, Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, and Watsonville Hospital Corporation d/b/a Watsonville Community Hospital) with respect to the allegations presented against Charged Party Hospitals. The Guarantee shall settle, via dismissal and guarantee, all single and joint employer allegations against CHSPSC, CHSI and Charged Party Hospitals herein, to paragraphs 9-23 of the Second Amended Consolidated Complaint, as amended.

BA 3/11/20

ND 3/10/2020

DS 2/26/2020

ABS 3/12/2020

24(A)-(E), (G), (H),(I)	Commerce Allegations
25	Labor Organization Status
26	Unnamed counsel – 2(13) Agent
27	Affinity: supervisors/agents
28	Barstow: supervisors/agents
29	Barstow: agent
30	Bluefield: supervisor/agents
31	Bluefield: agent
32	Fallbrook: supervisors/agents
33	Greenbrier: supervisors/agents
35	Watsonville: supervisors/agents
36(A)(2), (4),(5), 36(B)(2), (4),(5) ⁴	Work Rules
38	Affinity: Chain of Command Rule
40(A)-(D)	Barstow: Work Rules
41	Barstow: Code of Conduct
42	Bluefield
48	Greenbrier: Work Rules
50	Greenbrier: Code of Conduct
51	Watsonville: Work Rules
52	Watsonville: Code of Conduct
53	Affinity: Removal of ADOs and informing employees
55	Bluefield: Prohibition against distribution
56	Bluefield: Surveillance
57	Bluefield: Denial of Off-Duty Access
58	Bluefield: Denial of Employee Access
59	Bluefield: Prohibited Talking About Union During Working Time
60	Bluefield: Prohibited Discussion About Union at Work
61	Fallbrook: Weingarten violation

³ Administrative Law Judge Laws' May 10, 2018 Revised Order Partially Granting Revised Motion for Partial Consent Order and Partial Dismissal dismissed allegations in paragraphs 36(A)(1), 36(B)(1), 36(C)(1), 36(D)(1), 36(A)(3), 36(B)(3), 36(C)(3), 36(D)(3), 37, 39, 43, 44, 45, 46, 47, and 76 in the Second Amended Consolidated Complaint, as amended.

⁴ The following allegations were requested to have been withdrawn as part of General Counsel's October 5, 2018 Motion to Withdraw and Amend Allegations:

- Paragraph 36(C), "Personal Web Sites and Blogs"
- Paragraph 36(D), "Conduct That May Result in Disciplinary Action"
- Paragraph 40(D), "Conduct That May Result in Disciplinary Action"
- Paragraph 41(B), "Electronic Media, Records and Documents"

The following allegations were requested to have been amended as part of General Counsel's October 5, 2018 Motion to Withdraw and Amend Certain Complaint Paragraphs: Paragraphs 36(B), 40(B), 42(B), 42(G), 48(B), 51(B), 91(B).

BA 3/11/20
 MD 3/10/2020
 ABS 3/12/2020

62	Greenbrier: Threat of Unspecified Reprisal
63	Affinity: Discipline of Custer
64	Bluefield: Discipline of Kosinar
65	Greenbrier: Failure to Transfer Tara Evans
66	Affinity: Unit Description
67	Barstow: Unit Description
68	Bluefield: Unit Description
69	Fallbrook: Unit Description
70	Greenbrier: Unit Description
72	Watsonville: Unit Description
73	Affinity: Unilateral Imposition of Work Rules
74	Barstow: Unilateral Imposition of Work Rules
75	Bluefield: Unilateral Imposition of Work Rules
77	Greenbrier: Unilateral Imposition of Work Rules
78	Watsonville: Unilaterally Imposed Work Rules
79	Affinity: Unilateral Implementation of Cerner and CPOE Direct Participation
80(A) ⁵	Affinity: Unilateral Discontinuation of Granting Wage Increases
80(B)-(E)	Affinity: Unilateral Change to Procedure for Assigning Patients
82	Affinity: Discipline and Termination of Custer
84	Affinity: Termination of Hastings
85	Affinity: Termination of Magrell
86	Affinity: Information Request
87	Affinity: Information Request
88	Affinity: Information Request
89	Affinity: Information Request
90	Affinity: Information Request
91	Affinity: Information Request
92	Affinity: Information Request
93	Affinity: Information Request
94	Affinity: Information Request
95	Affinity: Information Request
96	Affinity: Conditioning of Indemnification and Insistence to Impasse
97	Affinity: Surface Bargaining
98	Barstow: Direct Dealing Regarding Reimbursement of Training Expenses
99 (A)/(B)	Barstow: Unilateral Reduction in Staffing
99(C)	Barstow: Unilateral Implementation of New Rule in ICU Regarding Charting
99(D) ⁶	Barstow: Unilateral Discontinuation of the Practice of Granting Annual Wage Increases
99(E)/(F)-(I)	Barstow: Unilateral Implementation Changes to Bonus Referral Program /conclusionary for Para. 99
100(A)	Barstow: Parties have not reached an initial collective-bargaining agreement

⁵ The financial remedy for paragraph 80(A), the allegation that in the first quarter of 2014, Affinity unilaterally discontinued the practice of granting merit wage increases is being resolved by a non-Board settlement agreement executed on 3/2/2020.

⁶ The financial remedy for Paragraph 99(D), the allegation that on or about April 2015, Barstow unilaterally discontinued the practice of granting annual wage increases to employees is being resolved by a non-Board settlement agreement executed on 3/2/2020.

BA 3/11/20
 MA 3/10/2020
 JSC 2/26/2020
 ABS 3/2/2020

101 ⁷	Barstow: Information Request
102	Barstow: Information Request
103	Barstow: Surface Bargaining ⁸
104	Bluefield: Unilateral Requirement Obstetrics and Operating Room Take Mandatory Time Off or Approved Paid Time Off
105	Bluefield: Information Request
106	Fallbrook: Failure to Bargain Regarding the Effects of Closure
108	Greenbrier: Announced Change in Extra Call Pay Policy
109	Greenbrier: Implemented Change to Extra Call Pay Policy
110	Greenbrier: Failure to Bargain Regarding Kelly Morgan
111	Greenbrier: Information Request
117 ⁹	Watsonville: Information Request
118	8(a)(1) Conclusionary Paragraph
119	8(a)(3) Conclusionary Paragraph
120	8(a)(5) Conclusionary Paragraph
121	Unfair labor practices affect commerce
	Remedy Sections ¹⁰
Amended Complaint in 21-CA-145312	All Allegations in Amended Complaint

⁷ The allegation in paragraphs 101(E) and (K), - that Barstow failed and refused to furnish the Union with the information set forth in paragraphs 9(d) and (e) of Exhibit I to the Second Amended Consolidated Complaint is resolved by the non-Board agreement executed on 3/2/2020. The respective notice language from the informal settlement agreements also remedies this allegation.

⁸ The financial remedy of negotiation Expenses as sought in the Barstow Remedies Section, pp.116-117 of the Second Amended Consolidated Complaint, as amended, is resolved by the non-Board settlement agreement executed on 3/2/2020. The notice language for Barstow from the informal settlement agreement also remedies the surface bargaining allegation.

⁹ The allegation in paragraph 117 alleges that Watsonville failed and refused to furnish the Union with the information set forth in Paragraphs 1 through 5, 7, and 9(d) through 9(f) of Exhibit P to the Second Amended Consolidated Complaint, as amended. The respective notice language from the informal settlement agreements also remedies this allegation.

¹⁰ As discussed, in a prior note, the financial remedy of the negotiation expenses for Barstow are resolved by a non-Board settlement agreement executed on 3/2/2020.

BA 3/11/20

WA 3/10/2020

DS 2/26/2020

ABS 3/2/2020

EXHIBIT E: LIST OF ALL ALLEGATIONS FROM THE SECOND AMENDED CONSOLIDATED COMPLAINT, AS AMENDED, AND THE COMPLAINT IN 21-CA-145312, NOT COVERED BY THE INFORMAL SETTLEMENT AGREEMENT IN 08-CA-117890, ET AL.

The following allegations are not covered in their entirety or in part, by this informal settlement agreement, as described more fully below:

1. According to note 1 of the Second Amended Consolidated Complaint, as amended, on March 3, 2016, Administrative Law Judge Eleanor Laws approved a settlement in Cases 09-CA-102403, 09-CA-105751, 09-CA-129151, 09-CA-131638 and 09-CA-133951 involving Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC and Respondent Kentucky River, and also approved a motion to sever those cases. Accordingly, the following allegations in the following paragraphs of the instant Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing [Second Amended Consolidated Complaint] have been withdrawn: 6, 8(F), 14, 22, 24(F), 26(D), 71, 112 through 116. The reference to Jackson, Kentucky has been removed from paragraphs 8(H) and 8(I) and the references to Respondent Kentucky River have been removed from the remedial section of the instant Second Amended Consolidated Complaint.

2. The following allegations were requested to have been withdrawn as part of General Counsel's October 5, 2018 Motion to Withdraw and Amend Allegations:

- Paragraph 36(C), "Personal Web Sites and Blogs"
- Paragraph 36(D), "Conduct That May Result in Disciplinary Action"
- Paragraph 40(D), "Conduct That May Result in Disciplinary Action"
- Paragraph 41(B), "Electronic Media, Records and Documents"

3. The following allegations were requested to have been amended as part of General Counsel's October 5, 2018 Motion to Withdraw and Amend Certain Complaint Paragraphs:

- Paragraphs 36(B), 40(B), 42(B), 42(G), 48(B), 51(B), 91(B)

4. Administrative Law Judge Laws' May 10, 2018 Revised Order Partially Granting Revised Motion for Partial Consent Order and Partial Dismissal, dismissed allegations 36(A)(1), 36(B)(1), 36(C)(1), 36(D)(1), (37), (39), 36(A)(3), 36(B)(3), 36(C)(3), 36(D)(3), (43), (44), (45), (46), (47), and (76) in the Second Amended Consolidated Complaint, as amended.

5. The financial remedies for the following allegations are being resolved pursuant to non-Board settlement agreements executed on the following dates for the following respective Respondent Hospitals: Affinity [3/2/2020]; Barstow [3/2/2020]; Watsonville [3/2/2020]; the respective notice language in the informal settlement agreement provides the cease and desist and affirmative obligations for these allegations:

- a. Paragraph 80(A), - first quarter of 2014, Affinity unilaterally discontinued the practice of granting merit wage increases;

BA 3/11/20
MJ 3/10/2020
DJ 3/26/2020
ABS 3/22/2020

- b. Paragraph 99(D), - on or about April 2015, Barstow unilaterally discontinued the practice of granting annual wage increases to employees;
- c. Paragraphs 101(D), (J) – Barstow failed and refused to provide the December 2, 2013 information request to Barstow related to Exhibit H to the Second Amended Consolidated Complaint, as amended.
- d. Paragraphs 101(E) and (K), - Barstow failed and refused to furnish the Union with the information set forth in paragraphs 9(d) and (e) of Exhibit I to the Second Amended Consolidated Complaint, as amended;
- e. Paragraph 117- Watsonville failed and refused to furnish the Union with the information set forth in Paragraphs 1 through 5, 7, and 9(d) through 9(f) of Exhibit P to the Second Amended Consolidated Complaint, as amended;
- f. Barstow Remedies section, Page 116-17 – Negotiation Expenses.

6. Any other allegations withdrawn as amended at hearing, as indicated in the attached tracked changes version of the Second Amended Consolidated Complaint, as amended, in Exhibit G.

7. Respondent CHSPSC and CHSI are not a party to this informal settlement agreement. Respondent CHSPSC and Respondent CHSI have entered into a Settlement of Allegations Against Community Health Systems, Inc. and CHSPSC, LLC and Guarantee of Charged Party Hospital Remedies (“Guarantee”) with the General Counsel and with the Charging Parties, dated 3/12/2020 (and attached as Exhibit ^{Ag} ~~G~~). The Guarantee settles any allegations from the Second Amended Consolidated Complaint, as amended, against Respondent CHSPSC and Respondent CHSI. The Guarantee settles the single and joint employer allegations in paragraphs 9-23 of the Second Amended Consolidated Complaint, as amended, against Respondent Hospitals, Respondent CHSPSC and Respondent CHSI.

BA 3/11/20
 NA 3/10/2020
 ABS 3/12/2020

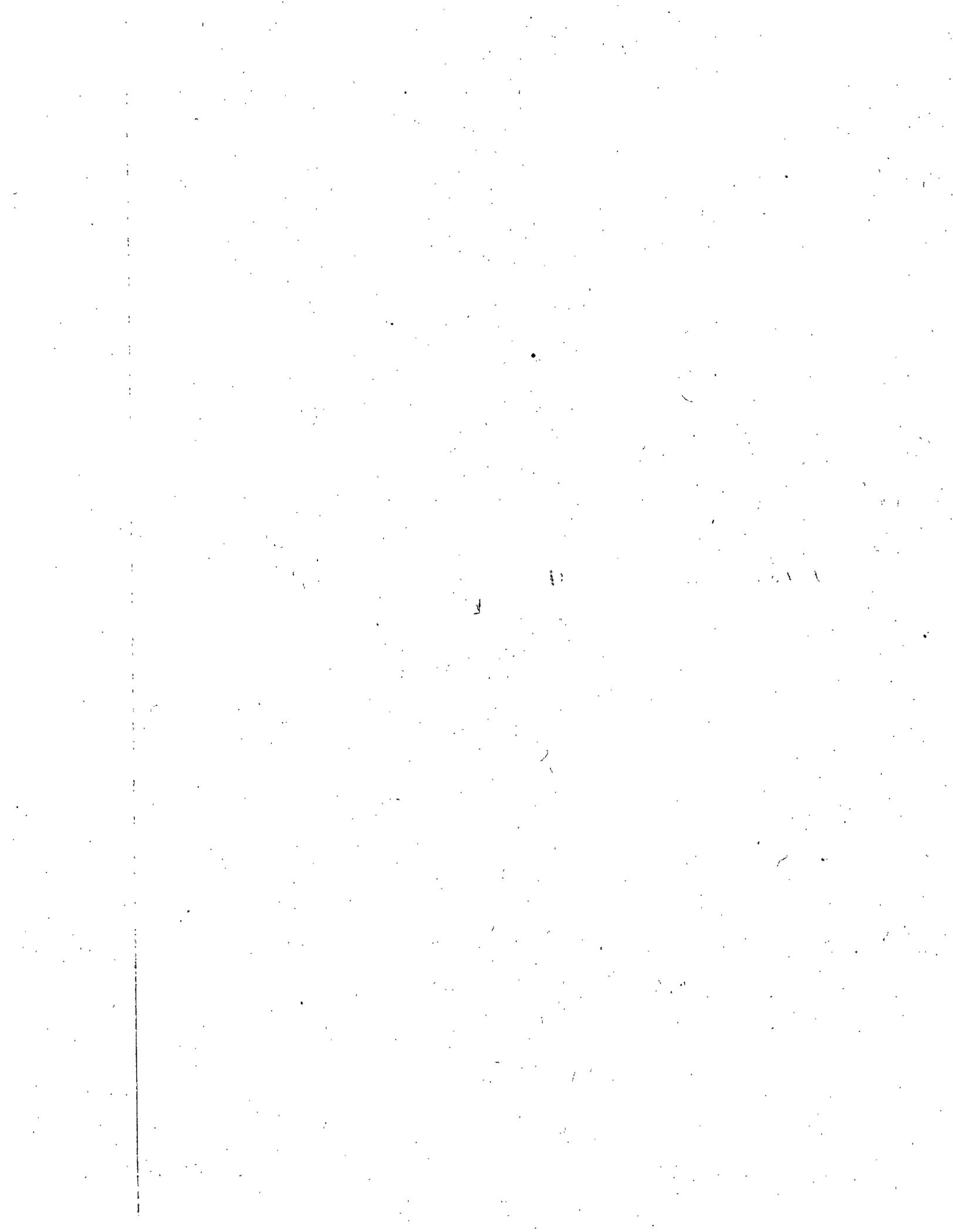


EXHIBIT F: LIST OF COUNSEL/PARTIES FOR NOTIFICATION

NLRB Case No. 08-CA-117890 *et al.* Informal Settlement Agreement

Administrative Law Judges

Administrative Law Judge Eleanor Laws
NLRB Division of Judges
901 Market Street
Suite 485
San Francisco, California 94013
Eleanor.Laws@NLRB.gov

Administrative Law Judge Geoffrey Carter
NLRB Division of Judges
1015 Half Street SE
Washington, DC 20570-0001
Geoffrey.Carter@NLRB.gov

Charging Party Service Employees International Union, United Healthcare Workers - West:

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Weinberg Roger & Rosenfeld
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Alameda, California 94501
BHarland@UnionCounsel.net

Jason Capell, Labor Representative
SEIU – United Healthcare Workers – West
5480 Ferguson Drive
Los Angeles, CA 90022
JCapell@SEIU-UHW.org

Charging Party California Nurses Association/National Nurses Organizing Committee:

Nicole Daro, Esq.
Legal Counsel
California Nurses Association/National Nurses Organizing Committee
155 Grand Avenue
Oakland, California 94612
NDaro@CalNurses.org

Charged Party Hospitals Affinity, Barstow, Bluefield, Fallbrook, Greenbrier, and Watsonville:

BA 3/11/20
ND 3/10/2020

DJS 2/24/2020
ABS 3/12/2020

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BCarmody@CarmodyandCarmody.com

Carmen M. DiRienzo, Esq.
Carmody & Carmody, LLP
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CDiRienzo@CarmodyandCarmody.com

Charged Party Community Health Systems, Inc.

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211 Fulton Street
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Ben Fordham, Esq.
Executive Vice President, General Counsel and Assistant Secretary
Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067
Ben_Fordham@CHS.net

BIA 3/11/20
2
ABS 3/12/2020
D, Q 2/26/2020
MN 3/10/2020

Charged Party Community Health Systems Professional Services Corporation Robert D.

Hudson, Esq.
Frost, Brown Todd LLC
7310 Turfway Road
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BAA 3/11/20

ABS 3/12³/2020

D, S 4/24/2020

m D 3/10/2020

**EXHIBIT G: ATTACHED SECOND
AMENDED CONSOLIDATED COMPLAINT
WITH TRACKED CHANGES REFLECTING
AMENDMENTS SINCE AUGUST 19, 2016**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 8

**SEPTEMBER 13, 2018 VERSION OF CHS I COMPLAINT SUBMITTED TO COUNSEL
INCLUDING MOST RECENT AMENDMENTS SINCE AUGUST 19, 2016
*DOES NOT INCLUDE AMENDMENTS IN 9-7-18 NOTICE INTENT TO AMEND**

DHSC, LLC, d/b/a AFFINITY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers

and

CASES 08-CA-117890
 08-CA-124398
 08-CA-131772
 08-CA-144212
 08-CA-153759
 08-CA-166039

NATIONAL NURSES ORGANIZING COMMITTEE
(NNOC)

DHSC, LLC, d/b/a AFFINITY MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, et al.
a single employer and/or joint employers

and

CASE 08-CA-130717

CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC)

HOSPITAL OF BARSTOW INC., d/b/a BARSTOW
COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers

and

CASES 08-CA-130717
 31-CA-116300
 31-CA-119831
 31-CA-124540

CALIFORNIA NURSES ASSOCIATION/NATIONAL

**NURSES ORGANIZING COMMITTEE (CNA/NNOC) 31-CA-133880
31-CA-153504**

**BLUEFIELD HOSPITAL COMPANY, LLC d/b/a
BLUEFIELD REGIONAL MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers**

**and CASES 08-CA-130717
10-CA-094403
10-CA-110743**

**NATIONAL NURSES ORGANIZING COMMITTEE
(NNOC), AFL-CIO 10-CA-112255
10-CA-116246**

**FALLBROOK HOSPITAL CORPORATION, d/b/a
FALLBROOK HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers**

**and CASES 08-CA-130717
21-CA-121480
21-CA-124295
21-CA-134774**

**CALIFORNIA NURSES ASSOCIATION/NATIONAL
NURSES ORGANIZING COMMITTEE (CNA/NNOC), AFL-CIO**

**GREENBRIER, VMC, LLC d/b/a GREENBRIER
VALLEY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC,
a single employer and/or joint employers**

**and CASES 08-CA-130717
10-CA-117698
10-CA-121156**

**NATIONAL NURSES ORGANIZING COMMITTEE
(NNOC), AFL-CIO 10-CA-126416
10-CA-124354**

**JACKSON HOSPITAL CORPORATION d/b/a KENTUCKY
RIVER MEDICAL CENTER,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, a single employer
and/or joint employers**

and

CASES

**09-CA-102403
09-CA-105751
09-CA-129151
09-CA-131638
09-CA-133951**

**UNITED STEEL, PAPER AND FORESTRY
RUBBER, MANUFACTURING, ENERGY
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION, AFL-CIO-CLC**

**WATSONVILLE HOSPITAL CORPORATION d/b/a
WATSONVILLE COMMUNITY HOSPITAL,
COMMUNITY HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, a single employer
and/or joint employers**

and

CASES

**08-CA-130717
32-CA-120642
32-CA-124332**

**CALIFORNIA NURSES ASSOCIATION (CNA),
NATIONAL NURSES UNITED**

SECOND ORDER FURTHER CONSOLIDATING CASES,
SECOND AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 08-CA-117890, 08-CA-124398, 08-CA-131772, 08-CA-144212, 08-CA-153759 and 08-CA-166039 which are based on charges filed by the National Nurses Organizing Committee, AFL-CIO (NNOC) and Case 08-CA-130717 based on a charge filed by California Nurses Association/National Nurses Organizing Committee, AFL-CIO (CNA/NNOC) against DHSC, LLC, d/b/a Affinity Medical Center (Respondent Affinity) and its single and/or joint employer Community Health Systems, Inc., (Respondent CHSI) and/or its single and/or joint employer Community Health Systems Professional Services Corp., LLC, also known as Community Health Systems Professional Services Corporation prior to January 1, 2015 (Respondent CHSPSC), and Cases 31-CA-116300, 31-CA-119831, 31-CA-124540, 31-CA-133880 and 31-CA-153504, which are based on charges filed by CNA/NNOC against Hospital of Barstow Inc., d/b/a Barstow Community Hospital (Respondent Barstow) and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC, and Cases 10-CA-094403, 10-CA-110743, 10-CA-112255, and 10-CA-116246 filed by NNOC against Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center (Respondent Bluefield) and its single and/or joint employer Respondent CHSI and/or its single and/or joint employer Respondent CHSPSC, in which an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued against Respondent Bluefield on December 31, 2013, and an Amendment to Second Consolidated Complaint issued against Respondent Bluefield on March 6, 2014 in Cases 10-CA-110743, 10-CA-112255 and 10-CA-094403, and in Cases 10-CA-117698, 10-CA-121156, 10-CA-126416, and 10-CA-124354 filed

by NNOC against Greenbrier, VMC, LLC d/b/a Greenbrier Valley Medical Center (Respondent Greenbrier) and its single and/or joint employer Respondent CHSI and its single and/or joint employer Respondent CHSPSC, in which an Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing issued on June 16, 2014 against Respondent Greenbrier in Cases 10-CA-117698 and 10-CA-121156, and Cases 21-CA-121480, 21-CA-124295, and 21-CA-134774 filed by CNA/NNOC against Fallbrook Hospital Corporation d/b/a Fallbrook Hospital (Respondent Fallbrook) and its single and/or joint employer Respondent CHSI and its single and/or joint employer Respondent CHSPSC, and Cases 09-CA-102403, 09-CA-105751, 09-CA-129151, 09-CA-131638 and 09-CA-133951 filed by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, (United Steelworkers) against Jackson Hospital Corp., also known as Jackson Hospital Corporation d/b/a Kentucky River Medical Center (Respondent Kentucky River) and its single and/or joint employer Respondent CHSI and its single and/or joint employer,¹ Respondent CHSPSC, Cases 32-CA-120642, 32-CA-124332 filed by the California Nurses Association, National Nurses United (CNA) against Watsonville Community Hospital (Respondent Watsonville) and its single and/or joint employer Respondent CHSI and its single and/or joint employer Respondent CHSPSC, are consolidated. This Second Order Further Consolidating

¹ On March 3, 2016, Administrative Law Judge Eleanor Laws approved a settlement in Cases 09-CA-102403, 09-CA-105751, 09-CA-129151, 09-CA-131638 and 09-CA-133951 involving Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC and Respondent Kentucky River and also approved a motion to sever those cases. Accordingly, the following allegations in the following paragraphs of the instant Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing [Second Amended Consolidated Complaint] have been withdrawn: 6, 8(F), 14, 22, 24(F), 26(D), 71, 112 through 116. The reference to Jackson, Kentucky has been removed from paragraphs 8(H) and 8(I) and the references to Respondent Kentucky River have been removed from the remedial section of the instant Second Amended Consolidated Complaint.

Cases, Second Amended Consolidated Complaint and Notice of Hearing,² which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq. (the Act) and Section 102.15 of the Board's Rules and Regulations, by an Order of the Board in 364 NLRB No. 67 *slip op.* (Aug. 10, 2016) directing the General Counsel to issue a unified amended complaint, as well as by direction of the Administrative Law Judge hearing these proceedings, alleges that the respective Respondents have violated the Act as described below:

1. (A) The original charge in Case 08-CA-117890 was filed by the NNOC against Respondent Affinity on November 27, 2013, and a copy was served on Respondent Affinity by U.S. mail on November 27, 2013.

(B) The amended charge in Case 08-CA-117890 was filed by the NNOC against Respondent Affinity on December 17, 2014, and a copy was served on Respondent Affinity by U.S. mail on December 17, 2014.

(C) The second amended charge in Case 08-CA-117890 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 21, 2015.

(D) The third amended charge in Case 08-CA-117890 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on September 18,

² Pursuant to Section 102.17 of the Rules and Regulations of the Board, this Second Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing supersedes the Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing that issued on February 5, 2016. On February 5, 2016, the Regional Director for Region 8 of the National Labor Relations Board also issued an Amended Complaint in Fallbrook Hospital Corporation d/b/a Fallbrook Hospital, in Case 21-CA-143512, based upon a charge filed by SEIU, United Healthcare Workers – West. On February 5, 2016, the Regional Director for Region 8 issued a Second Order Consolidating Cases in the above-captioned cases with Case 21-CA-143512. General Counsel amended the remedial paragraph of the Amended Complaint in Case 21-CA-143512 on the record on April 18, 2016. The allegations contained in the Amended Complaint in 21-CA-143512 are not specifically included herein in this Second Amended Consolidated Complaint.

2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on September 22, 2015.

(E) The original charge in Case 08-CA-124398 was filed by the NNOC against Respondent Affinity and Respondent CHSI on March 13, 2014, and a copy was served on Respondent Affinity and Respondent CHSI by U.S. mail on March 14, 2014.

(F) The first amended charge in Case 08-CA-124398 was filed by the NNOC against Respondent Affinity and Respondent CHSI on May 20, 2014, and a copy was served on Respondent Affinity and Respondent CHSI by U.S. mail on May 20, 2014.

(G) The second amended charge in Case 08-CA-124398 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 21, 2015.

(H) The original charge in Case 08-CA-130717 was filed by the CNA/NNOC against Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on June 13, 2014, and a copy was served on Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 13, 2014.

(I) The first amended charge in Case 08-CA-130717 was filed by the NNOC against Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on May 20, 2015, and a copy was served on Respondent Affinity, Respondent Barstow,

Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 21, 2015.

(J) The second amended charge in Case 08-CA-130717 was filed by the CNA/NNOC against Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, Respondent Watsonville, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 26, 2015.

(K) The original charge in Case 08-CA-131772 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on June 30, 2014, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 30, 2014.

(L) The first amended charge in Case 08-CA-131772 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on May 26, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 26, 2015.

(M) The original charge in Case 08-CA-144212 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on January 9, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on January 12, 2015.

(N) The first amended charge in Case 08-CA-144212 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on May 26, 2015, and

a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 26, 2015.

(O) The second amended charge in Case 08-CA-144212 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on July 21, 2015, and a copy was served by U.S. mail on Respondent Affinity, Respondent CHSI and Respondent CHSPSC on July 22, 2015.

(P) The original charge in Case 08-CA-153759 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on June 8, 2015 and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 9, 2015.

(Q) The first amended charge in Case 08-CA-153759 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on July 2, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on July 2, 2015.

(R) The second amended charge in Case 08-CA-153759 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on September 29, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on September 30, 2015.

(S) The third amended charge in Case 08-CA-153759 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on September 30, 2015, and a copy was served on Respondent Affinity, Respondent CHSI and Respondent CHSPSC by U.S. mail on October 1, 2015.

(T) The original charge in Case 08-CA-166039 was filed by the CNA/NNOC against Respondent Affinity, Respondent CHSI, Respondent CHSPSC, Respondent Watsonville, Respondent Barstow and Respondent Quorum Health Corporation on December 15, 2015, and a copy was served on Respondent Affinity, Respondent Watsonville, Respondent Barstow, Respondent CHSI, Respondent CHSPSC and Quorum Health Corporation by U.S. mail on December 15, 2015.

(U) The first amended charge in Case 08-CA-166039 was filed by the NNOC against Respondent Affinity, Respondent CHSI and Respondent CHSPSC on January 8, 2016, and a copy was served on Respondent Affinity, Respondent CHSI, and Respondent CHSPSC by U.S. mail on January 11, 2016.

2. (A) The original charge in Case 31-CA-116300 was filed by the CNA/NNOC against Respondent Barstow on October 31, 2013 and a copy was served on Respondent Barstow by U.S. mail on November 8, 2013 and November 26, 2013.

(B) The first amended charge in Case 31-CA-116300 was filed by the CNA/NNOC against Respondent Barstow on December 3, 2013, and a copy was served on Respondent Barstow by U.S. mail on December 9, 2013.

(C) The second amended charge in Case 31-CA-116300 was filed by the CNA/NNOC against Respondent Barstow on January 27, 2014 and a copy was served on Respondent Barstow by U.S. mail on February 3, 2014.

(D) The third amended charge in Case 31-CA-116300 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on May 26, 2015, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 28, 2015.

(E) The original charge in Case 31-CA-119831 was filed by the CNA/NNOC against Respondent Barstow on December 23, 2013 and a copy was served on Respondent Barstow by U.S. mail on January 6, 2014.

(F) The first amended charge in Case 31-CA-119831 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on May 22, 2015 and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 29, 2015.

(G) The original charge in 31-CA-124540 was filed by the CNA/NNOC against Respondent Barstow and Respondent CHSI on March 12, 2014, and a copy was served on Respondent Barstow and Respondent CHSI by U.S. mail on March 18, 2014.

(H) The first amended charge in 31-CA-124540 was filed by the CNA/NNOC against Respondent Barstow and Respondent CHSI on May 14, 2014, and a copy was served on Respondent Barstow and Respondent CHSI by U.S. mail on May 15, 2014.

(I) The second amended charge in 31-CA-124540 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on May 22, 2015, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 4, 2015.

(J) The original charge in 31-CA-133880 was filed by the CNA/NNOC against Respondent Barstow and Respondent CHSI on July 31, 2014, and a copy was served on Respondent Barstow and Respondent CHSI by U.S. mail on August 1, 2014.

(K) The first amended charge in 31-CA-133880 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on May 20, 2015, and

a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 2, 2015.

(L) The original charge in Case 31-CA-153504 was filed by the CNA/NNOC on June 1, 2015 against Respondent Barstow, Respondent CHSI and Respondent CHSPSC, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 4, 2015.

(M) The first amended charge in Case 31-CA-153504 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on July 16, 2015, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on July 17, 2015.

(N) The second amended charge in Case 31-CA-153504 was filed by the CNA/NNOC against Respondent Barstow, Respondent CHSI and Respondent CHSPSC on August 25, 2015, and a copy was served on Respondent Barstow, Respondent CHSI and Respondent CHSPSC by U.S. mail on August 26, 2015.

3. (A) The original charge in Case 10-CA-110743 was filed by the NNOC on August 7, 2013 against Respondent Bluefield, and a copy was served on Respondent Bluefield by U.S. mail on August 7, 2013.

(B) The first amended charge in Case 10-CA-110743 was filed by the NNOC against Respondent Bluefield on September 30, 2013, and a copy was served on Respondent Bluefield by U.S. mail on September 30, 2013.

(C) The second amended charge in Case 10-CA-110743 was filed by the NNOC against Respondent Bluefield and Respondent CHSI on March 19, 2014, and a copy was served on Respondent Bluefield and Respondent CHSI by U.S. mail on March 19, 2014.

(D) The third amended charge in Case 10-CA-110743 was filed by the NNOC against Respondent Bluefield and Respondent CHSI on May 21, 2015, and a copy was served on Respondent Bluefield and Respondent CHSI by U.S. mail on May 22, 2015.

(E) The original charge in Case 10-CA-112255 was filed by the NNOC against Respondent Bluefield on August 28, 2013, and a copy was served on Respondent Bluefield by U.S. mail on August 29, 2013.

(F) The first amended charge in Case 10-CA-112255 was filed by the NNOC against Respondent Bluefield on November 20, 2013, and a copy was served on Respondent Bluefield by U.S. mail on November 20, 2013.

(G) The second amended charge in Case 10-CA-112255 was filed by the NNOC against Respondent Bluefield on November 25, 2013, and a copy was served on Respondent Bluefield by U.S. mail on November 26, 2013.

(H) The third amended charge in Case 10-CA-112255 was filed by the NNOC against Respondent Bluefield on March 19, 2014, and a copy was served on Respondent Bluefield by U.S. mail on March 19, 2014.

(I) The fourth amended charge in Case 10-CA-112255 was filed by the NNOC against Respondent Bluefield, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(J) The original charge in Case 10-CA-094403 was filed by the NNOC against Respondent Bluefield on December 6, 2012, and a copy was served on Respondent Bluefield by U.S. mail on December 7, 2012.

(K) The first amended charge in Case 10-CA-094403 was filed by the NNOC against Respondent Bluefield on January 31, 2013, and a copy was served on Respondent Bluefield by U.S. mail on January 31, 2013.

(L) The second amended charge in Case 10-CA-094403 was filed by the NNOC against Respondent Bluefield, Respondent CHSI and its subsidiary Quorum Health Resources (Quorum Health Resources), Joint Employers, on September 10, 2013, and a copy was served on Respondent Bluefield, Respondent CHSI and Quorum Health Resources by U.S. mail on September 10, 2013.

(M) The third amended charge in Case 10-CA-094403 was filed by the NNOC on October 31, 2013 against Respondent Bluefield, Respondent CHSI and Respondent CHSPSC and a copy was served on Respondent Bluefield, Respondent CHSI, and Respondent CHSPSC by U.S. mail on October 31, 2013.

(N) The fourth amended charge in Case 10-CA-094403 was filed by the NNOC on March 13, 2014 against Respondent Bluefield and Respondent CHSI, and a copy was served on Respondent Bluefield and Respondent CHSI by U.S. mail on March 13, 2014.

(O) The fifth amended charge in Case 10-CA-094403 was filed by the NNOC on March 25, 2014 against Respondent Bluefield and Respondent CHSI, and a copy was served on Respondent Bluefield and Respondent CHSI on March 25, 2014.

(P) The sixth amended charge in Case 10-CA-094403 was filed by the NNOC on May 21, 2015 against Respondent Bluefield, Respondent CHSI and Respondent CHSPSC, and a copy was served on Respondent Bluefield, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(Q) The original charge in Case 10-CA-116246 was filed by the NNOC against Respondent Bluefield on November 1, 2013, and a copy was served on Respondent Bluefield by U.S. mail on November 4, 2013.

(R) The first amended charge in Case 10-CA-116246 was filed by the NNOC against Respondent Bluefield on December 18, 2013, and a copy was served on Respondent Bluefield by U.S. mail on December 18, 2013.

(S) The second amended charge in Case 10-CA-116246 was filed by the NNOC against Respondent Bluefield, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served by U.S. mail on Respondent Bluefield on May 22, 2015.

4. (A) The original charge in Case 21-CA-121480 was filed by the CNA/NNOC against Respondent Fallbrook and Respondent CHSI on January 28, 2014, and a copy was served on Respondent Fallbrook and Respondent CHSI by U.S. mail on January 29, 2014.

(B) The first amended charge in Case 21-CA-121480 was filed by the CNA/NNOC against Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC on June 5, 2015, and a copy was served on Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 9, 2015.

(C) The original charge in Case 21-CA-124295 was filed by the CNA/NNOC against Respondent Fallbrook and Respondent CHSI on March 12, 2014, and a copy was served on Respondent Fallbrook and Respondent CHSI by U.S. mail on March 12, 2014.

(D) The first amended charge in Case 21-CA-124295 was filed by the CNA/NNOC against Respondent Fallbrook and Respondent CHSI on May 7, 2014, and a copy was served on Respondent Fallbrook and Respondent CHSI by U.S. mail on May 8, 2014.

(E) The second amended charge in Case 21-CA-124295 was filed by the CNA/NNOC against Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC on June 5, 2015, and a copy was served on Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 9, 2015.

(F) The original charge in Case 21-CA-134774 was filed by the CNA/NNOC against Respondent Fallbrook and Respondent CHSI on August 14, 2014, and a copy was served on Respondent Fallbrook and Respondent CHSI by U.S. mail on August 18, 2014.

(G) The first amended charge in Case 21-CA-134774 was filed by the CNA/NNOC against Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC on June 5, 2015, and a copy was served on Respondent Fallbrook, Respondent CHSI and Respondent CHSPSC by U.S. mail on June 9, 2015.

5. (A) The original charge in Case 10-CA-117698 was filed by the NNOC against Respondent Greenbrier on November 22, 2013, and a copy was served on Respondent Greenbrier by U.S. mail on November 25, 2013.

(B) The first amended charge in Case 10-CA-117698 was filed by the NNOC against Respondent Greenbrier on January 17, 2014, and a copy was served on Respondent Greenbrier by U.S. mail on January 17, 2014.

(C) The second amended charge in Case 10-CA-117698 was filed by the NNOC against Respondent Greenbrier on January 30, 2014, and a copy was served on Respondent Greenbrier by U.S. mail on January 30, 2014.

(D) The third amended charge in Case 10-CA-117698 was filed by the NNOC against Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC on May 21, 2015,

and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(E) The original charge in Case 10-CA-121156 was filed by the NNOC against Respondent Greenbrier on January 23, 2014, and a copy was served on Respondent Greenbrier by U.S. mail on January 24, 2014.

(F) The first amended charge in Case 10-CA-121156 was filed by the NNOC against Respondent Greenbrier on February 26, 2014, and a copy was served on Respondent Greenbrier by U.S. mail on February 27, 2014.

(G) The second amended charge in Case 10-CA-121156 was filed by the NNOC against Respondent Greenbrier on June 13, 2014, and a copy was served on Respondent Greenbrier by U.S. mail on June 16, 2014.

(H) The third amended charge in Case 10-CA-121156 was filed by the NNOC against Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(I) The charge in Case 10-CA-126416 was filed by the NNOC against Respondent Greenbrier and Respondent CHSI on April 11, 2014, and a copy was served on Respondent Greenbrier and Respondent CHSI by U.S. mail on April 11, 2014.

(J) The first amended charge in Case 10-CA-126416 was filed by the NNOC against Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by regular mail on May 21, 2015.

(K) The charge in Case 10-CA-124354 was filed by the NNOC against Respondent Greenbrier and Respondent CHSI on March 13, 2014, and a copy was served on Respondent Greenbrier and Respondent CHSI by U.S. mail on March 13, 2014.

(L) The first amended charge in Case 10-CA-124354 was filed by the NNOC against Respondent Greenbrier and Respondent CHSI on May 7, 2014, and a copy was served on Respondent Greenbrier and Respondent CHSI by U.S. mail on May 8, 2014.

(M) The second amended charge in Case 10-CA-124354 was filed by the NNOC against Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Greenbrier, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

6. (A) The original charge in Case 09-CA-102403 was filed by the United Steelworkers against Respondent Kentucky River on April 9, 2013, and a copy was served on Respondent Kentucky River by U.S. mail on April 10, 2013.

(B) The first amended charge in Case 09-CA-102403 was filed by the United Steelworkers against Respondent Kentucky River on May 20, 2015, and a copy was served on Respondent Kentucky River by U.S. mail on May 22, 2015.

(C) The original charge in Case 09-CA-105751 was filed by the United Steelworkers against Respondent Kentucky River on May 22, 2013, and a copy was served on Respondent Kentucky River by U.S. mail on May 23, 2013.

(D) The first amended charge in Case 09-CA-105751 was filed by the United Steelworkers against Respondent Kentucky River on May 20, 2015, and a copy was served on Respondent Kentucky River by U.S. mail on May 22, 2015.

(E) The original charge in Case 09-CA-129151 was filed by the United Steelworkers against Respondent Kentucky River on May 21, 2014, and a copy was served on Respondent Kentucky River by U.S. mail on May 22, 2014.

(F) The first amended charge in Case 09-CA-129151 was filed by the United Steelworkers against Respondent Kentucky River, Respondent CHSI and Respondent CHSPSC, on May 20, 2015, and a copy was served on Respondent Kentucky River, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(G) The original charge in Case 09-CA-131638 was filed by the United Steelworkers against Respondent Kentucky River on June 25, 2014, and a copy was served on Respondent Kentucky River by U.S. mail on June 27, 2014.

(H) The first amended charge in Case 09-CA-131638 was filed by the United Steelworkers against Respondent Kentucky River on July 24, 2014, and a copy was served on Respondent Kentucky River by U.S. mail on July 28, 2014.

(I) The second amended charge in Case 09-CA-131638 was filed by the United Steelworkers against Respondent Kentucky River, Respondent CHSI and Respondent CHSPSC on May 20, 2015, and a copy was served on Respondent Kentucky River, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 22, 2015.

(J) The original charge in Case 09-CA-133951 was filed by the United Steelworkers against Respondent Kentucky River on August 1, 2014, and a copy was served on Respondent Kentucky River by U.S. mail on August 4, 2014.

(K) The first amended charge in Case 09-CA-133951 was filed by the United Steelworkers against Respondent Kentucky River on May 20, 2015, and a copy was served on Respondent Kentucky River by U.S. mail on May 22, 2015.

7. (A) The original charge in Case 32-CA-120642 was filed by the CNA against Respondent Watsonville on January 15, 2014, and a copy was served on Respondent Watsonville by U.S. mail on January 15, 2014.

(B) The first amended charge in Case 32-CA-120642 was filed by the CNA on May 20, 2015 against Respondent Watsonville, Respondent CHSI and Respondent CHSPSC and a copy was served on Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on May 21, 2015.

(C) The original charge in Case 32-CA-124332 was filed by the CNA against Respondent Watsonville on March 12, 2014, and a copy was served on Respondent Watsonville by U.S. mail on March 13, 2014.

(D) The first amended charge in Case 32-CA-124332 was filed by the CNA against Respondent Watsonville and Respondent CHSI on May 8, 2014, and a copy was served on Respondent Watsonville and Respondent CHSI by U.S. mail on May 9, 2014.

(E) The second amended charge in Case 32-CA-124332 was filed by the CNA against Respondent Watsonville, Respondent CHSI and Respondent CHSPSC on May 21, 2015, and a copy was served on Respondent Watsonville, Respondent CHSI and Respondent CHSPSC by U.S. mail on May 21, 2015.

8. (A) At all material times, Respondent Affinity, has been a Delaware limited liability company with an office and place of business in Massillon, Ohio, (Massillon facility or Affinity facility), and has been engaged in the operation of an acute care hospital providing inpatient and outpatient care.

(B) At all material times, Respondent Barstow has been a corporation with an office and place of business in Barstow, California (Barstow facility), and has been engaged in the operation of an acute care hospital providing inpatient and outpatient care.

(C) At all material times, Respondent Bluefield has been a limited liability company with an office and place of business in Bluefield, West Virginia (Bluefield facility), and has been engaged in the operation of an acute-care hospital providing inpatient and outpatient care.

(D) At all material times, Respondent Fallbrook has been a Delaware corporation, and until approximately December 31, 2014, it maintained its principal offices and place of business in Fallbrook, California (Fallbrook facility), and was engaged in the operation of an acute care hospital providing healthcare services.

(E) At all material times, Respondent Greenbrier has been a limited liability company with an office and place of business in Ronceverte, West Virginia (Greenbrier Valley Medical Center or Greenbrier facility), and has been operating an acute-care hospital providing inpatient and outpatient care.

(F) At all material times, Respondent Kentucky River has been a Kentucky corporation with an office and place of business in Jackson, Kentucky (Kentucky River facility), and has been operating a full service hospital providing inpatient and outpatient medical care.

(G) At all material times, Respondent Watsonville has been a Delaware corporation with an office and place of business in Watsonville, California, (Watsonville facility), and has been operating a hospital providing inpatient and outpatient medical care.

(H) At all material times, Respondent CHSI, which operates as a holding company, has been a Delaware corporation with its principal office and place of business in Franklin,

Tennessee, and with offices and places of businesses in Massillon, Ohio; Barstow, California; Bluefield, West Virginia; Fallbrook, California; Ronceverte, West Virginia; and Watsonville, California, where it is engaged in the operation of acute care hospitals providing inpatient and outpatient care.

(I) Since about January 1, 2015, Respondent CHSPSC has been a limited liability company and at all material times, Respondent CHSPSC has been a wholly owned subsidiary of Respondent CHSI with an office and place of business in Franklin, Tennessee, and with offices and places of businesses in Massillon, Ohio; Barstow, California; Bluefield, West Virginia; Fallbrook, California; Ronceverte, West Virginia; and Watsonville, California, where it is engaged in the operation of acute care hospitals providing inpatient and outpatient care.

9. (A) At all material times, Respondent Affinity and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 9(A), Respondent Affinity and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Affinity and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 9(C), Respondent Affinity and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

10. (A) At all material times, Respondent Barstow and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs,

information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 10(A), Respondent Barstow and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Barstow and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 10(C), Respondent Barstow and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

11. (A) At all material times, Respondent Bluefield and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 11(A), Respondent Bluefield and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Bluefield and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting,

physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 11(C), Respondent Bluefield and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

12. (A) At all material times, Respondent Fallbrook and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 12(A), Respondent Fallbrook and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Fallbrook and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other;

have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 12(C), Respondent Fallbrook and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

13. (A) At all material times, Respondent Greenbrier and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 13(A), Respondent Greenbrier and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Greenbrier and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 13(C), Respondent Greenbrier and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

14. (A) At all material times, Respondent Kentucky River and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory

programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 14(A), Respondent Kentucky River and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Kentucky River, with Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 14(C), Respondent Kentucky River and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

15. (A) At all material times, Respondent Watsonville and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting, physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 15(A), Respondent Watsonville and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(C) At all material times, Respondent Watsonville and Respondent CHSPSC have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services and electronic health records programs, reimbursement programs, purchasing, construction projects, procurement and materials management, facilities management, pharmaceuticals management, financial reporting,

physician support, as well as billing and case management; and have held themselves out to the public as a single-integrated business enterprise.

(D) Based on its operations described above in paragraph 15(C), Respondent Watsonville and Respondent CHSPSC constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

16. (A) At all material times, Respondent CHSPSC and Respondent CHSI have been affiliated business enterprises with common officers, ownership, directors, management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services for and made sales to each other; have interchanged management personnel with each other; have interrelated operations with common human resources and centralized control of labor relations, compliance and regulatory programs, information technology services; and have held themselves out to the public as a single-integrated business enterprise.

(B) Based on its operations described above in paragraph 16(A), Respondent CHSPSC and Respondent CHSI constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

17. (A) (1) At all material times, Respondent CHSI and Respondent Affinity have been parties to a contract which provides that Respondent Affinity is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Affinity, and administered a common labor policy for Respondent Affinity's employees.

(3) At all material times, Respondent CHSI and Respondent Affinity have been joint employers of the employees of Respondent Affinity.

(B) (1) At all material times, Respondent CHSPSC and Respondent Affinity have been parties to a management services agreement which provides that Respondent Affinity is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Affinity, and administered a common labor policy for Respondent Affinity's employees.

(3) At all material times, Respondent CHSPSC and Respondent Affinity have been joint employers of the employees of Respondent Affinity.

18. (A) (1) At all material times, Respondent CHSI and Respondent Barstow have been parties to a contract which provides that Respondent Barstow is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Barstow and administered a common labor policy for Respondent Barstow's employees.

(3) At all material times, Respondent CHSI and Respondent Barstow have been joint employers of the employees of Respondent Barstow.

(B) (1) At all material times, Respondent CHSPSC and Respondent Barstow have been parties to a management services agreement which provides that Respondent Barstow is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Barstow and administered a common labor policy for Respondent Barstow's employees.

(3) At all material times, Respondent CHSPSC and Respondent Barstow have been joint employers of the employees of Respondent Barstow.

19. (A) (1) At all material times, Respondent CHSI and Respondent Bluefield have been parties to a contract which provides that Respondent Bluefield is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Bluefield and administered a common labor policy for Respondent Bluefield's employees.

(3) At all material times, Respondent CHSI and Respondent Bluefield have been joint employers of the employees of Respondent Bluefield.

(B) (1) At all material times, Respondent CHSPSC and Respondent Bluefield have been parties to a management services agreement which provides that Respondent Bluefield is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Bluefield and administered a common labor policy for Respondent Bluefield's employees.

(3) At all material times, Respondent CHSPSC and Respondent Bluefield have been joint employers of the employees of Respondent Bluefield.

20. (A) (1) At all material times, Respondent CHSI and Respondent Fallbrook have been parties to a contract which provides that Respondent Fallbrook is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Fallbrook and administered a common labor policy for Respondent Fallbrook's employees.

(3) At all material times, Respondent CHSI and Respondent Fallbrook have been joint employers of the employees of Respondent Fallbrook.

(B) (1) At all material times, Respondent CHSPSC and Respondent Fallbrook have been parties to a management services agreement which provides that Respondent Fallbrook is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Fallbrook and administered a common labor policy for Respondent Fallbrook's employees.

(3) At all material times, Respondent CHSPSC and Respondent Fallbrook have been joint employers of the employees of Respondent Fallbrook.

21. (A) (1) At all material times, Respondent CHSI and Respondent Greenbrier have been parties to a contract which provides that Respondent Greenbrier is the agent of Respondent CHSI, in connection with the operation of the acute care hospitals providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Greenbrier and administered a common labor policy for Respondent Greenbrier's employees.

(3) At all material times, Respondent CHSI and Respondent Greenbrier have been joint employers of the employees of Respondent Greenbrier.

(B) (1) At all material times, Respondent CHSPSC and Respondent Greenbrier have been parties to a management services agreement which provides that Respondent Greenbrier is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Greenbrier and administered a common labor policy for Respondent Greenbrier's employees.

(3) At all material times, Respondent CHSPSC and Respondent Greenbrier have been joint employers of the employees of Respondent Greenbrier.

22. (A) (1) At all material times, Respondent CHSI and Respondent Kentucky River have been parties to a contract which provides that Respondent Kentucky River is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Kentucky River and administered a common labor policy for Respondent Kentucky River's employees.

(3) At all material times, Respondent CHSI and Respondent Kentucky River have been joint employers of the employees of Respondent Kentucky River.

(B) (1) At all material times, Respondent CHSPSC and Respondent Kentucky River have been parties to a management services agreement which provides that Respondent Kentucky River is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Kentucky River and administered a common labor policy for Respondent Kentucky River's employees.

(3) At all material times, Respondent CHSPSC and Respondent Kentucky River have been joint employers of the employees of Respondent Kentucky River.

23. (A) (1) At all material times, Respondent CHSI and Respondent Watsonville have been parties to a contract which provides that Respondent Watsonville is the agent of Respondent CHSI, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSI has possessed and exercised control over the labor relations policies of Respondent Watsonville and administered a common labor policy for Respondent Watsonville's employees.

(3) At all material times, Respondent CHSI and Respondent Watsonville have been joint employers of the employees of Respondent Watsonville.

(B) (1) At all material times, Respondent CHSPSC and Respondent Watsonville have been parties to a management services agreement which provides that Respondent Watsonville is the agent of Respondent CHSPSC, in connection with the operation of the acute care hospital providing inpatient and outpatient care.

(2) At all material times, Respondent CHSPSC has possessed and exercised control over the labor relations policies of Respondent Watsonville and administered a common labor policy for Respondent Watsonville's employees.

(3) At all material times, Respondent CHSPSC and Respondent Watsonville have been joint employers of the employees of Respondent Watsonville.

24. (A) (1) Annually, Respondent Affinity, in conducting its business operations described above in paragraph 8(A), has derived gross revenue in excess of \$250,000.

(2) Annually, Respondent Affinity, in conducting its business operations described above in paragraph 8(A), purchases and receives at its Massillon facility goods valued in excess of \$50,000 directly from points outside the State of Ohio.

(3) At all material times, Respondent Affinity has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(B) (1) Annually, Respondent Barstow, in conducting its business operations described above in paragraph 8(B), has derived gross revenue in excess of \$250,000.

(2) Annually, Respondent Barstow in conducting its business operations described above in paragraph 8(B), purchases and receives at its Barstow facility products, goods and materials valued in excess of \$50,000 directly from points outside the State of California.

(3) At all material times, Respondent Barstow has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(C) (1) Annually, Respondent Bluefield, in conducting its business operations described above in paragraph 8(C), has derived gross revenue in excess of \$250,000.

(2) Annually, Respondent Bluefield in conducting its business operations described above in paragraph 8(C), purchases and receives at its Bluefield facility, goods and materials valued in excess of \$50,000 directly from points outside the State of West Virginia.

(3) At all material times, Respondent Bluefield has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(D) (1) Annually, Respondent Fallbrook, in conducting its business operations described above in paragraph 8(D), has derived gross revenue in excess of \$250,000.

(2) During the 12-month period ending December 31, 2014, a representative period, Respondent Fallbrook, in conducting its business operations described above in paragraph 8(D), purchased and received at the Fallbrook facility, goods valued in excess of \$50,000 directly from points outside the State of California.

(3) At all material times, Respondent Fallbrook has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(E) (1) Annually, Respondent Greenbrier, in conducting its business operations described above in paragraph 8(E), has derived gross revenue in excess of \$250,000.

(2) Annually, Respondent Greenbrier in conducting its business operations, purchases and receives at its Greenbrier facility, goods and materials valued in excess of \$50,000 directly from points outside the State of West Virginia.

(3) At all material times, Respondent Greenbrier has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(F) (1) Annually, Respondent Kentucky River, in conducting its business operations described above in paragraphs 8(F), has derived gross revenue in excess of \$250,000.

(2) At all material times, Respondent Kentucky River during the past 12-month period ending July 1, 2015, in conducting its business operations described above in paragraph 8(F), purchased and received at its Jackson, Kentucky facility goods and materials valued in excess of \$50,000 directly from points outside the Commonwealth of Kentucky.

(3) At all material times, Respondent Kentucky River has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(G) (1) Annually, Respondent Watsonville, in conducting its business operations described above in paragraph 8(G), has derived gross revenue in excess of \$250,000.

(2) During the past twelve months, Respondent Watsonville, in the course and conduct of its business operations, purchased and received goods at its Watsonville, California facility valued in excess of \$50,000, directly from points outside the State of California.

(3) During the past twelve months, Respondent Watsonville in conducting its business operations as described above in paragraph 8(G), received federal Medicare funds in excess of \$5,000.

(4) At all material times, Respondent Watsonville has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(H) (1) At all material times, Respondent CHSI, in conducting its business operations as described above in paragraph 8(H), has derived gross revenues in excess of \$250,000.

(2) At all material times, Respondent CHSI, in conducting its business operations as described above in paragraph 8(H), has purchased and received at its Franklin, Tennessee office and place of business, goods and materials valued in excess of \$5000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent CHSI has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

(I) (1) At all material times, Respondent CHSPSC, in conducting its business operations as described above in paragraph 8(I), has derived gross revenues in excess of \$250,000.

(2) At all material times, Respondent CHSPSC, in conducting its business operations as described above in paragraph 8(I), has purchased and received at its Franklin, Tennessee office and place of business, goods and materials valued in excess of \$5000, directly from points located outside the State of Tennessee.

(3) At all material times, Respondent CHSPSC has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

25. (A) At all material times, the NNOC has been a labor organization within the meaning of Section 2(5) of the Act.

(B) At all material times, the CNA/NNOC has been a labor organization within the meaning of Section 2(5) of the Act.

(C) At all material times, the CNA has been a labor organization within the meaning of Section 2(5) of the Act.

(D) At all material times, the United Steelworkers has been a labor organization within the meaning of Section 2(5) of the Act.

26. (A) At all material times, an unnamed attorney has been an agent of Respondent Affinity within the meaning of Section 2(13) of the Act.

(B) At all material times, an unnamed attorney has been an agent of Respondent Barstow within the meaning of Section 2(13) of the Act.

(C) At all material times, an unnamed attorney has been an agent of Respondent Fallbrook within the meaning of Section 2(13) of the Act.

(D) At all material times, an unnamed attorney has been an agent of Respondent Kentucky River within the meaning of Section 2(13) of the Act.

(E) At all material times, an unnamed attorney has been an agent of Respondent CHSI within the meaning of Section 2(13) of the Act.

(F) At all material times, an unnamed attorney has been an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

27. (A) At all material times the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent Affinity within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Angela Boyle	Vice President of Human Resources
Paula Zinsmeister	Manager, Orthopedics and Rehabilitation
Susan Kress	Director, Critical Care Services (From about October 2012 to a time presently unknown)
	Director, Acute Inpatient Services (From a time presently unknown to the present)
William (Bill) Osterman	Chief Nursing Officer
Nancy Davis	Intensive Care Unit Manager
Maureen Piersol	Nurse Supervisor

(B) At all material times, Kiley Drake held the position of Human Resources Generalist, and has been an agent of Respondent Affinity within the meaning of Section 2(13) of the Act.

(C) At all material times, Jan Ellis held the position of Director, Employee Relations and/or Human Resources Representative, and has been an agent of Respondent Affinity, Respondent CHSI and/or an agent of Respondent CHSPSC, within the meaning of Section 2(13) of the Act.

(D) At all material times, the following individuals held positions set forth opposite their respective names and have been supervisors of Respondent CHSPSC within the meaning of Section 2(11) of the Act and agents of Respondent CHSPSC within the meaning of Section 2(13) of the Act:

Thomas D. Miller	President, Division V
Martin J. Bonick	Vice President of Division Operations
Marvin L. "Bud" Wood, Jr.	Division Director of Human Resources
Robert A. Horrar	Vice President, Administration
Sammy Cantrell	Vice President, Deployment – Information Systems
Michael Yzerman	Vice President, Deployment – Information Systems
Bruce W. Hamilton	Senior Human Resources Director, Division V

(E) At all material times, the following individuals held positions set forth opposite their respective names and have been agents of Respondent Affinity within the meaning of Section 2(13) of the Act:

Thomas D. Miller	President, Division V
Martin J. Bonick	Vice President of Division Operations
Marvin L. "Bud" Wood, Jr.	Division Director of Human Resources
Robert A. Horrar	Vice President, Administration
Sammy Cantrell	Vice President, Deployment – Information Systems
Michael Yzerman	Vice President, Deployment – Information Systems
Bruce W. Hamilton	Senior Human Resources Director,

Division V

28. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Barstow within the meaning of Section 2(11) of the Act and/or agents within the meaning of Section 2(13) of the Act.

Laura Elliot	Human Resources Director
Gwen Alford	Human Resources Generalist
Jeana Christensen	Human Resources Generalist
Michelle Miller	Human Resources Director
Carrie Howell	Chief Financial Officer
Amy Trapp	Assistant Director, Critical Care Services
Donna Smith	Chief Nursing Officer

29. (A) At all material times, an unnamed attorney has been the chief negotiator on behalf of Respondent Barstow in collective bargaining, and has been an agent within the meaning of Section 2(13) of the Act.

(B) At all material times, Jan Ellis held the position of Director, Employee Relations and/or Human Resources Representative, and has been an agent of Respondent Barstow, Respondent CHSI and/or an agent of Respondent CHSPSC within the meaning of Section 2(13) of the Act.

30. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Bluefield within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

William Hawley	CEO
Richard Cox	Director, Facilities Management
Laura Martin	Human Resources Director
Nancy Hawkins	Director, Medical/Surgical, Three South
Sandy Moretz	Chief Nursing Officer
Paula Thompson	Director of Surgical Services
Alisha Miller	Director of Occupational Medicine
Tammy Yost	Assistant Director, Outpatient Surgery
Brenda Scruggs	Manager, Outpatient Surgery
Frances Grouse	Shift Director
Betty Price	Shift Director
Angie Davidson	Quality Risk Manager
Jerry Cumby	Supervisor, Environmental Services
Kathy Glover	Nurse Manager OB

31. At all material times, a security guard working at Bluefield's facility, whose name is presently unknown, has been an agent of Respondent Bluefield within the meaning of Section 2(13) of the Act.

32. (A) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Fallbrook within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Debra Hodges	Director of Inpatient Services
Janet Colvart	Chief Nursing Officer
Kirkpatrick (Kapua) Conley	Chief Executive Officer

(B) At all material times, the following individuals held the positions set forth opposite their respective names and agents of Respondent Fallbrook, Respondent CHSI and/or an Respondent CHSPSC within the meaning of Section 2(13) of the Act:

Jan Ellis	Director, Employee Relations and/or Human Resources Representative
John Coker	Division IV Human Resources Director

33. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Greenbrier within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Connie Rose	Emergency Department Director
Charlene Warren	Chief Nursing Officer
Paul Hanna	Human Resources Director
Tammy Lilly	Intensive Care Unit Director
Tom Flis	Nursing Director, Medical/Surgical/Pediatrics
Bobbi Lockard	Nursing Manager, Medical/Surgical/Pediatrics

34. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Kentucky River within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

James Carmody	Senior Director, Human Resources & Employee Relations
Naomi Mitchell	Human Resources Director

35. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent Watsonville within the meaning of Section 2(11) of the Act and agents within the meaning of Section 2(13) of the Act:

Audra Earl	Chief Executive Officer
Jeri Gilbert	Human Resources Director

36. (A) The following rule has been maintained and is contained in Employee Handbooks, under the heading “Solicitation and Distribution of Literature”:

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit, including by e-mail or other telephone communication systems, employees who are on working time for any cause or distribute literature of any kind to them. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. The term “working areas” refers to any area of the Hospital in which any employee regularly performs his or her assigned job duties.

——(1) By Respondent Affinity since on or about June 4, 2014. ~~-C.~~

~~**ORDER**~~

(2) By Respondent Barstow since on or about June 6, 2014.

——(3) By Respondent Fallbrook since on or about June 4, 2014. ~~- C.~~

~~**ORDER**~~

(4) By Respondent Greenbrier since on or about June 9, 2014.

(5) By Respondent Watsonville since on or about June 5, 2014.

(B) The following rule has been maintained and is contained in Employee Handbooks, under the heading “E-mail, Internet & Electronic Systems Access”:

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E-mail and Internet resources are shared by all CHSI affiliated entities, and shall be used only by authorized users in the performance of their assigned job duties. Responsible, incidental personal use is acceptable provided (1) it does not interfere with the performance of your job duties or another employee's job duties, (2) the resources are not used in a manner that limits or impedes their use or access for legitimate business purposes, or (3) it does not violate this or any other facility policy. [...]

Without prior written permission from the Facility CEO the facility's electronic systems, including e-mail and Internet, may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), political material, or any other unauthorized use. Material that is ...embarrassing ... intimidating, defamatory or ... inappropriate may not be sent by the facility's computer system, including email, or accessed by the facility's computer system, including any internet connection provide by the facility, or displayed on or stored in facility computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor.

- (1) By Respondent Affinity since on or about June 4, 2014. **C. ORDER**
- (2) By Respondent Barstow since on or about June 6, 2014.
- (3) By Respondent Fallbrook since on or about June 4, 2014. **C. ORDER**
- (4) By Respondent Greenbrier since on or about June 9, 2014.
- (5) By Respondent Watsonville since on or about June 5, 2014.

(C) The following rule has been maintained and is contained in Employee

Handbooks, under the heading "Personal Web Sites and Blogs":

Employees may use personal web sites and web logs (blogs) during their personal (non-work) time. If an employee chooses to identify himself or herself as an employee on a personal web site or web log (blog), he or she must adhere to the following guidelines:

- That the views expressed are solely the employee's and not necessarily those of the Facility.

- (1) By Respondent Affinity since about June 4, 2014. **C. ORDER**
- (2) By Respondent Barstow since on or about June 6, 2014.
- (3) By Respondent Fallbrook since on or about June 4, 2014. **C. ORDER**
- (4) By Respondent Watsonville since on or about June 5, 2014.

(D) The following rule has been maintained and is contained in Employee Handbooks under the heading "Conduct That May Result in Disciplinary Action":

It is not possible to list all acts or misconduct that may result in disciplinary action. The following list is merely a guideline of some of the more obvious types of acts or misconduct which may result in disciplinary action, up to and including termination. [...]

Other behavior that will result in disciplinary action, up to and including termination: [...]

- Inappropriate use of e-mail, Internet access, personal web sites and web logs (blogs).

- (1) By Respondent Affinity since on or about June 4, 2014. **C. ORDER**
- (2) By Respondent Barstow since on or about June 6, 2014.
- (3) By Respondent Fallbrook since on or about June 4, 2014. **C. ORDER**
- (4) By Respondent Watsonville since on or about June 5, 2014.

37. At all material times until about June 4, 2014, Respondent Affinity has:

C. ORDER

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(A) Maintained in the Affinity Employee Handbook, under the heading

“Solicitation and Distribution of Literature” the following rule, in relevant part: **C. ORDER**

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This also prohibits solicitations via e-mail or other telephonic communication systems.

(B) Maintained in the Affinity Employee Handbook, under the heading “E-

mail, Internet & Electronic Systems Access” the following rule, in relevant part: **C. ORDER**

E-mail and Internet resources are shared by all CHSI affiliated entities, and shall be used only by authorized users in the performance of their assigned job duties. Responsible, incidental personal use is acceptable provided (1) it does not interfere with the performance of your job duties or another employee’s job duties, (2) the resources are not used in a manner that limits or impedes their use or access for legitimate business purposes, or (3) it does not violate this or any other facility policy. [...]

Without prior written permission from the CHSPSC Chief Information Officer, the facility's computer system, including the e-mail and Internet facilities, may not be used for the dissemination or storage of ... solicitations ... political material [...]. Material that is fraudulent, harassing . . . embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed on or stored in facility computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor or the CHSPSC Chief Information Officer.

(C) Maintained in the Affinity Employee Handbook, under the heading

“Personal Web Sites and Blogs, the following rule, in relevant part: **C. ORDER**

Employees may use personal web sites and web logs (blogs) during their personal time but not during work hours. If an employee chooses to identify himself or herself as an employee of

a CHSI affiliated entity on a personal web site or web log (blog), he or she must adhere to the following guidelines: [...]

- Avoid making defamatory statements about CHSI affiliated entity [sic], its employees, clients and others, including competitors.
- Blogging (writing an employee's own blog or reading those created by others) is prohibited during working hours.

If CHSPSC or Affinity Medical Center determines, in its sole discretion, that blogging activity may compromise CHSPSC or Affinity Medical Center, the employee may be asked to immediately cease such commentary and the employee may be subject to disciplinary action, up to and including termination.

(D) Maintained in the Affinity Employee Handbook under the heading

“Conduct That May Result in Disciplinary Action” the following rule, in relevant part:

C. ORDER

It is not possible to list all acts or misconduct that may result in disciplinary action. The following list is merely a guideline of some of the more obvious types of acts or misconduct which may result in disciplinary action, up to and including termination.

Behavior that will result in immediate termination: [...]

- Violation of patient confidentiality or disclosure of confidential employee records [...]

Other behavior that will result in disciplinary action, up to and including termination: [...]

- Inappropriate use of e-mail, Internet access, personal web sites and web logs (blogs).

(E) Maintained in the Affinity Code of Conduct under the heading

“Electronic Media, Records and Documents,” the following rule, in relevant part: **C. ORDER**

[...] Unless authorized, never send or forward such information via email unless approval has been granted by the CHSPSC Security Officer. Colleagues must not use the organization’s electronic media to distribute or transmit any threatening, malicious, false or obscene materials.

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(F) Maintained in the Community Health Systems Code of Conduct under the heading “Electronic Media, Records and Documents,” the following rule, in relevant part:

C. ORDER

[...] Unless authorized, never send or forward confidential information via email unless approval has been granted by the Corporate Security Officer. Colleagues may not use the organization’s electronic media to distribute or transmit any ... false... materials.

38. Since about August 22, 2013, Respondent Affinity has maintained and enforced the following rule:

All hospital employees and staff have the responsibility to exercise the chain of command during any event or situation that does not meet established guidelines or that places patients, guests or employees at risk...Employees with concerns or issues are to notify the shift supervisor/manager.

39. At all material times, Respondent Affinity has maintained in its Employee Handbook under the heading “Community Cares Customer Service,” the following rule, in relevant part: **CONSENT ORDER**

Our patients are our customers, and they should be treated as welcome guests in our facilities. The facility expects employees to show courtesy, compassion and respect for all guests. In particular, employees should adhere to the following: [...]

- Never make negative comments of any kind where patients can hear.

40. Since about March 12, 2014, Respondent Barstow has maintained the following rules in its Employee Handbook:

(A) The “Solicitation and Distribution of Literature” rule that provides, in relevant part:

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This also prohibits solicitations via e-mail or other telephonic communication systems.

(B) The “E-mail, Internet & Electronic System Access” rule that provides, in relevant part:

E-mail and Internet resources shared by all CHS facilities, and shall be used only by authorized users in the performance of their assigned job duties. Responsible, incidental personal use is acceptable [...]. Without prior written permission from CHS Chief Information Officer, the facility’s computer system, including the e-mail and Internet facilities, may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (i.e. viruses or self-replicating code), political material, or any other unauthorized use. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed on or stored in CHS computers.

(C) The “Personal Websites and Blogs” rule that provides, in relevant part,

CHS respects the right of employees to use personal web sites and web logs (blogs) during their personal time but not during work hours. If an employee chooses to identify himself or herself as an employee of CHS or an affiliate on a personal web site or web log (blog), he or she must adhere to the following guidelines:

[...]

Avoid making defamatory statements about CHS, its affiliates, employees, clients and others, including competitors.

[...]

Blogging (writing an employee’s own blog or reading those created by others) is prohibited during working hours.

[...]

If CHS determines, in its sole discretion, that blogging activity may compromise CHS or an affiliate, CHS may request an immediate cessation of such commentary and the employee may be subject to disciplinary action, up to and including termination.

(D) The “Conduct That May Result in Disciplinary Action”

rule that provides, in relevant part:

Other behavior that will result in disciplinary action, up to and including termination:

[...]

Immoral or indecent conduct, in the judgment of the facility

[...]

Inappropriate use of e-mail, Internet access, personal web sites and web logs (blogs).

(E) The “Community Cares Culture” rule that provides, in

relevant part: **WITHDRAWN**

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Our patients are our customers, and they should be treated as welcome guests in our facilities. The facility expects employees to show courtesy, compassion and respect for all guests. In particular, employees should adhere to the following: [...] Never make negative comments of any kind where patients can hear.

41. (A) Since about March 12, 2014 through around May 20, 2014, Respondent Barstow has maintained the “Electronic Media, Records, and Documents” rule which is contained in the Community Health Systems Code of Conduct, that provides, in relevant part,

Colleagues must not use the organization’s electronic media to distribute or transmit any threatening, malicious, false, or obscene materials.

(B) Since about March 12, 2014, Respondent Barstow has maintained the “Electronic Media, Records, and Documents” rule in the Community Health Systems Code of Conduct, in relevant part:

[...] Personal electronic devices are not to be used for any recording or photography absent prior written approval by facility management for each instance.

42. (A) At all material times, Respondent Bluefield maintained in its Employee Handbook, under the heading “Solicitation and Distribution of Literature,” the following rule, in relevant part:

[E]mployees may not distribute literature or printed material of any kind in working areas at any time.

(B) At all material times, Respondent Bluefield maintained in its Employee Handbook, under the heading “Email, Internet and Electronic Systems Access,” the following rule, in relevant part:

Without prior written permission from the CHSPSC Chief Information Officer, the facility’s computer system, including the email and internet facilities, may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive purposes (i.e. viruses or self-replicating code), political material, or any other unauthorized use. Material that is ... harassing, embarrassing ... intimidating ... defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed on or stored in CHS computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor or the CHSPSC Chief Information Officer.

(C) At all material times, Respondent Bluefield maintained in its Code of Conduct, under the heading “Electronic Media, Records and Documents,” the following rule, in relevant part:

Colleagues must not use the organization's electronic media to distribute or transmit any ... false... materials.

(D) At all material times, Respondent Bluefield has maintained in its Employee Handbook, under the heading "Email, Internet and Electronic Systems Access," the following rule, in relevant part:

Without prior permission from the CHSPSC Chief Information Officer, the facility's computer system, including the e-mail and Internet facilities, may not be used for the dissemination or storage of commercial or personal ... solicitations ... political material ... or any other unauthorized use.

(E) At all material times, Respondent Bluefield has maintained in its Employee Handbook, under the heading "Personal Web Sites and Blogs," the following rule, in relevant part:

BRMC respects the right of employees to use personal web sites and web logs (blogs) during their personal time but not during work hours. If an employee chooses to identify himself or herself as an employee of a CHSI affiliated entity on a personal web site or web log (blog), he or she must adhere to the following guidelines:

...

- Avoid making defamatory statements about CHSI affiliated entity, employees, clients and other, including competitors.
- Blogging (writing an employee's own blog or reading those created by others) is prohibited during working hours.

If CHSPSC or the facility determines, in its sole discretion, that blogging activity may compromise CHSPSC or a CHSI affiliate, the employee may be asked to immediately cease such commentary and the employee may be subject to disciplinary action, up to and including termination.

(F) Since about June 4, 2014, Respondent Bluefield maintained unlawfully broad work rules.

(G) At all material times, Respondent Bluefield has maintained on its intranet

under the heading “Harassing and Intimidating or Disruptive Behavior” the following rule, in relevant part:

Disruptive and/or Intimidating Behavior: This behavior may include: ...
Outbursts of anger...Inappropriate responses, language or behaviors; Rudeness;
.... Exhibiting uncooperative behaviors

43. Since at least on or about September 12, 2013, to about June 4, 2014, Respondent Fallbrook, maintained in its Employee Handbook, the following “Solicitation and Distribution of Literature” rule: **C. ORDER**

In the interest of maintaining a proper business environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any cause during working time. Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This also prohibits solicitations via email or other telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Individuals not employed by the facility may not solicit or distribute literature on Facility premises at any time, except for persons engaged in bona fide business-related activities such as pharmaceutical and medical equipment sales as permitted by the facility.

44. Since at least on or about September 12, 2013, to about June 4, 2014, Respondent Fallbrook, maintained in its Employee Handbook, the following "E-mail, Internet & Electronic Systems Access" rule: **C. ORDER**

E-mail and Internet resources are shared by all CHSI affiliated entities, and shall be used only by authorized users in the performance of their assigned job duties. Responsible, incidental personal use is acceptable provided (1) it does not interfere with the performance of your job duties or another employee's job duties, (2) the resources are not used in a manner that limits or

impedes their use or access for legitimate business purposes, or (3) it does not violate this or any other facility policy.

[...]

Without prior written permission from the CHSPSC Chief Information Officer, the facility's computer system, including the e-mail and Internet facilities, may not be used for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), political material, or any other unauthorized use. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed on or stored in facility computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor or the CHSPSC Chief Information Officer.

45. Since at least on or about November 8, 2013, to about June 4, 2014, Respondent Fallbrook maintained in its Employee Handbook, the following “Conduct That May Result in Disciplinary Action” rule: **C. ORDER**

It is not possible to list all acts or misconduct that may result in disciplinary action. The following list is merely a guideline of some of the more obvious types of acts or misconduct which may result in disciplinary action, up to and including termination.
Behavior that will result in immediate termination:

- Violation of patient confidentiality or disclosure of confidential employee records.

46. Since at least on or November 8, 2013, Respondent Fallbrook maintained in its Employee Handbook, the following “Community Cares Customer Service” rule: **C. ORDER**

Our patients are our customers, and they should be treated as welcome guests in our facilities. The facility expects employees to show courtesy, compassion and respect for all guests. In particular, employees should adhere to the following:

- Never make negative comments of any kind where patients can hear.

47. Since at least on or about September 12, 2013, to about June 4, 2014, Respondent Fallbrook, maintained in the Community Health Systems Code of Conduct, the following

“Electronic Media, Records, and Documents” rule: C. ORDER

“[...] Colleagues must not use the organization's electronic media to distribute or transmit any threatening, malicious, false or obscene materials.”

48. (A) At all material times until on or about June 9, 2014, Respondent Greenbrier maintained in its Employee Handbook, under the heading “Solicitation and Distribution of Literature,” the following rule, in relevant part:

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This also prohibits solicitations via e-mail or other telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

(B) At all material times until about June 9, 201~~4~~5, Respondent Greenbrier maintained in its Employee Handbook, under the heading “Email, Internet, and Electronic System Access,” the following rule, in relevant part:

Without prior written permission from the Facility CEO, electronic systems, including e-mail and the Internet, may not be used for the dissemination or storage of ... solicitations ... political material [...]. Material that is ... embarrassing ... intimidating, defamatory, ... or inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed or stored in Facility computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor.

49. At all material times, Respondent Greenbrier maintained in its Employee Handbook, under the heading “Community Cares Customer Service,” the following rule, in relevant part: **WITHDRAWN**

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Patients and visitors are customers to be treated as welcome guests. Employees are expected to show courtesy, compassion and respect to all patients and visitors.... Never make negative comments of any kind where patients can hear.

50. At all material times until about May 20, 2014, Respondent Greenbrier maintained its Code of Conduct, under the heading “Electronic Media, Records, and Documents,” the following rule, in relevant part:

Colleagues must not use the organization’s electronic media to distribute or transmit any...false...materials.

51. Since about March 13, 2014 to about June 5, 2014, Respondent Watsonville, maintained at its Watsonville facility, the following rules in the Watsonville Community Hospital Employee Handbook:

(A) The “Solicitation and Distribution of Literature” rule, in relevant part:

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This also prohibits solicitations via e-mail or other telephonic communication systems.

(B) The “E-Mail, Internet & Electronic Systems Access” rule, in relevant part:

E-mail and Internet are shared resources and shall be used only by authorized users in the performance of their assigned job duties. Responsible, incidental personal use is acceptable provided (1) it does not interfere with the performance of your job duties or another employee’s job duties, (2) the resources are not used in a manner that limits or impedes their use or access for legitimate business purposes, or (3) it does not violate this or any other facility policy. [...]

Without prior written permission from the Corporate Chief Information Officer, the facility's computer system, including the e-mail and Internet facilities, may not be used for the dissemination or storage of ... solicitations ... political material [...]. Material that is ... embarrassing, ... intimidating, ...defamatory, or otherwise ... inappropriate may not be sent by e-mail or other form of electronic communication (such as bulletin board systems, newsgroups, chat rooms) or displayed on or stored in computers. Users encountering or receiving this kind of material should immediately report the incident to their supervisor or the Corporate Chief Information Officer.

(C) The “Personal Web Sites and Blogs” rule, in relevant part:

We respect the right of employees to use personal web sites and web logs (blogs) during their personal time but not during work hours. If an employee chooses to identify himself or herself as an employee of Facility or affiliated with CHS on a personal web site or web log (blog), he or she must adhere to the following guidelines: [...]

- Avoid making false statements about the Facility, it [sic] affiliates, clients and others, including competitors.
- Blogging (writing an employee's own blog or reading those created by others) is prohibited during working hours.

(D) The “Conduct That May Result in Disciplinary Action” rule, in relevant part:

It is not possible to list all acts or misconduct that may result in disciplinary action. The following list is merely a guideline of some of the more obvious types of acts or misconduct which may result in disciplinary action, up to and including termination.

Behavior that will result in immediate termination: [...]

- Violation of patient confidentiality or disclosure of confidential employee records [...]

Other behavior that will result in disciplinary action, up to and including termination: [...]

- Inappropriate use of e-mail, Internet access, personal web sites and web logs (blogs).

(E) The “Community Cares” rule, in relevant part: ~~WITHDRAWN~~

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Our patients are our customers, and they should be treated as welcome guests in our facilities. The facility expects employees to show courtesy, compassion and respect for all guests. In particular, employees should adhere to the following: [...]

- Never make negative comments of any kind where patients can hear.

52. Since about March 13, 2014 to about June 5, 2014, Respondent Watsonville maintained the following rule in the Community Health Systems Code of Conduct, in relevant part:

[...] Unless authorized, never send or forward such information via email unless approval has been granted by the CHSPSC Security Officer. Colleagues must not use the organization’s electronic media to distribute or transmit any threatening, malicious, false or obscene materials.

53. About September 18, 2013, Respondent Affinity, by Nancy Davis, at its Massillon facility:

(A) Coercively removed ‘assignment despite objection’ forms from employees’ mailboxes.

(B) Coercively informed an employee that she removed ‘assignment despite objection’ forms from employees’ mailboxes.

54. ~~WITHDRAWN(A) – During the period from about June 13, 2013 to June 26, 2014, Respondent Barstow filed and maintained a Complaint against the CNA/NNOC in the United States District Court for the Central District of California (District Court) in the matter of Hospital of Barstow, Inc. vs. California Nurses Association/National Nurses Organizing Committee, case number 5:13-cv-01063(DTB) (lawsuit) in a cause of action arising under~~

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~~Section 301 of the Labor Management Relations Act that sought to sanction the CNA/NNOC for filing unfair labor practice charges and preclude the CNA/NNOC from filing or processing such charges.~~

~~(B)(1) The lawsuit, described above in paragraph 54(A), sought to enforce an unwritten purported agreement to arbitrate between the CNA/NNOC and Respondent Barstow.~~

~~(2) The lawsuit, described above in paragraph 54(A), is baseless and failed to plead the existence of the purported unwritten agreement between the CNA/NNOC, as described above in paragraph 54(B)(1).~~

~~(3) The lawsuit, described above in paragraph 54(A), asserted that the CNA/NNOC breached the purported unwritten agreement to arbitrate, as described above in paragraph 54(B)(1), because the CNA/NNOC filed unfair labor practice charges with the Board.~~

~~(C) Respondent Barstow filed the lawsuit, described above in paragraphs 54(A) and 54(B) and its subparagraphs, with a retaliatory motive because it seeks to enjoin activity protected by the Act.~~

~~(D) The lawsuit, described above in paragraphs 54(A) and 54(B) and its subparagraphs, was baseless as set forth in paragraphs 54(B)(1) and (2).~~

~~(E) The lawsuit, described above in paragraphs 54(A) and 54(B) and its subparagraphs, had an unlawful objective as set forth in paragraph 54(B)(3).~~

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55. Respondent Bluefield, by the individuals named below, at Bluefield's facility, on about the dates opposite their names, prohibited employees from engaging in distribution during non-working time in outside non-work areas:

	<u>Agent</u>	<u>Date</u>
(A)	Frances Grouse	May 20, 2013
(B)	Jerry Cumby	May 20, 2013 and July 22, 2013
(C)	Richard Cox	July 31, 2013

56. Respondent Bluefield, by the individuals named below, on about the dates and at the specific location in or around Bluefield's facility, opposite their names, engaged in the surveillance of employees' union activities:

	<u>Agent</u>	<u>Date</u>	<u>Location</u>
(A)	Unnamed Security Guard	May 20, 2013	Inside areas of the Medical Center
(B)	Jerry Cumby	May 20, 2013 and July 22, 2013	Inside and outside areas of the Medical Center
(C)	Richard Cox	July 31, 2013	Outside areas of the Medical Center

57. Respondent Bluefield, by the individuals named below, at Bluefield's facility, on about the dates opposite their names, denied its off-duty employees access to parking lots and other outside non-working areas:

	<u>Agent</u>	<u>Date</u>
(A)	Frances Grouse	May 20, 2013
(B)	Jerry Cumby	July 22, 2013
(C)	Richard Cox	July 31, 2013

58. Respondent Bluefield, by the individuals named below, at Bluefield's facility, on about the dates opposite their names, disparately denied its off-duty employees access to inside non-working areas:

	<u>Agent</u>	<u>Date</u>
(A)	Jerry Cumby	May 20, 2013 and July 22, 2013
(B)	Unnamed Security Guard	May 20, 2013
(C)	Richard Cox	July 31, 2013

59. About August 1, 2013, Respondent Bluefield, by Nancy Hawkins, at Bluefield's facility, prohibited employees from talking about the union during working time while permitting employees to talk about other non-work subjects.

60. About August 2012, Respondent Bluefield, by Paula Thompson, at Bluefield's facility, directed employees not to talk about the union while they were at work.

61. (A) About January 23, 2014, Respondent Fallbrook, by Debra Hodges, at the Fallbrook facility, denied the request of a union representative on behalf of employee Veronica Poss to be represented by the CNA/NNOC during an interview.

(B) Respondent Fallbrook's employee Poss had reasonable cause to believe that the interview described above in paragraph 61(A) would result in disciplinary action.

(C) About January 23, 2014, Respondent Fallbrook, by Debra Hodges and John Coker, at the Fallbrook facility, conducted the interview described above in paragraph 61(A), even though Respondent denied the union representative's request on behalf of employee Poss for union representation as described above in paragraph 61(A).

62. (A) About early February, 2014, Respondent Greenbrier, by Tom Flis, at the Greenbrier facility, threatened employees with unspecified reprisals for engaging in protected concerted and union activity, and prohibited employees from engaging in protected concerted or union activity.

(B) About February 21, 2014, Respondent Greenbrier, by Connie Rose, at Greenbrier's facility, threatened employees with unspecified reprisals for engaging in protected concerted and union activity, and prohibited employees from engaging in protected concerted or union activity.

63. (A) On or about August 23, 2013, Respondent Affinity disciplined its employee Michelle Custer.

(B) (1) In or around early August 2013, the exact date being unknown, employee Michelle Custer complained about understaffing, and completed an 'assignment despite objection' form.

(2) The activities described above in paragraph 63(B)(1) concern employees' terms and conditions of work, are protected concerted activities, and/or implicate the concerns underlying Section 7 of the Act.

(3) Respondent Affinity enforced the rule, as described above in paragraph 38, by disciplining employee Custer, as described above in paragraph 63(A), because of employee Custer's activities, as described above in paragraphs 63(B)(1) and 63(B)(2).

(4) Respondent Affinity's conduct described above in paragraph 63(B)(3) interferes with, restrains and discourages employees from engaging in activities as described above in paragraphs 63(B)(1) and 63(B)(2).

(C) Respondent engaged in the conduct described above in paragraph 63(A) because the named employee formed, joined, assisted the NNOC and engaged in concerted activities, and to discourage employees from engaging in these activities.

64. (A) About August 2012, Respondent Bluefield issued a verbal warning to its employee Terri Kosinar.

(B) About November 9, 2012, Respondent Bluefield issued a written warning to its employee Terri Kosinar.

(C) About October 24, 2012, employee Terri Kosinar engaged in concerted activities with other employees for the purposes of mutual aid and protection by speaking out in a group meeting concerning Respondent Bluefield's hourly rounding policies.

(D) The subject described above in paragraph 64(C) relates to wages, hours, and other terms and conditions of employment of the Bluefield Unit and is a mandatory subject for the purposes of collective bargaining.

(E) Respondent Bluefield engaged in the conduct described above in paragraph 64(B) because Terri Kosinar violated the rule described above in Paragraph 42(G), and because she engaged in the conduct described above in paragraph 64(C), and to discourage employees from engaging in these or other concerted activities.

(F) Respondent Bluefield engaged in the conduct described above in paragraphs 64(A) and 64(B) because Terri Kosinar assisted the NNOC and engaged in union and/or concerted activities, and to discourage employees from engaging in these activities.

65. (A) About January 17, 2014 and on about January 23, 2014, Respondent Greenbrier's employee Tara Evans concertedly complained to media outlets about the wages,

hours and working conditions of Respondent Greenbrier's employees, specifically regarding Respondent Greenbrier's equipment, staffing levels, and safety issues.

(B) About April 4, 2014, Respondent Greenbrier failed to transfer its employee Tara Evans to a position in its Emergency Department.

(C) Respondent Greenbrier engaged in the conduct described above in paragraph 65(B) because Tara Evans engaged in the conduct described above in paragraph 65(A), and to discourage employees from engaging in these or other concerted activities.

(D) Respondent Greenbrier engaged in the conduct described above in paragraph 65(B) because Tara Evans assisted the NNOC and engaged in concerted activities, and to discourage employees from engaging in those activities.

66. (A) The following employees of Respondent Affinity constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Affinity Unit):

All full-time and regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Affinity at its 875 Eighth Street N.E., Massillon, Ohio facility, but excluding all other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent Affinity, already represented employees, guards and supervisors as defined in the Act, as amended.

(B) On October 5, 2012, the Board certified the NNOC as the exclusive collective bargaining representative of the Affinity Unit.

(C) At all times since October 5, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective-bargaining representative of the Affinity Unit.

67. (A) The following employees of Respondent Barstow constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Barstow Unit):

INCLUDED: All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Barstow at its facility located at 820 East Mountain View St., Barstow California 92311.

EXCLUDED: All other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent Barstow, already represented employees, guards and supervisors as defined in the Act, as amended.

(B) On June 29, 2012, the Board certified the CNA/NNOC as the exclusive collective-bargaining representative of the Unit.

(C) At all times since June 29, 2012, based on Section 9(a) of the Act, the CNA/NNOC has been the exclusive collective-bargaining representative of the Barstow Unit.

68. (A) The following employees of Respondent Bluefield constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Bluefield Unit):

All full-time, regular part-time and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Bluefield at its 500 Cherry Street, Bluefield, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying labor to Respondent Bluefield, and guards and supervisors as defined in the Act.

(B) On August 29, 2012, a representation election was held pursuant to a consent election agreement, and on September 25, 2012, the Board certified the NNOC as the exclusive collective-bargaining representative of the Bluefield Unit.

(C) At all times since September 25, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective-bargaining representative of the Bluefield Unit.

69. (A) The following employees of Respondent Fallbrook constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Fallbrook Unit):

All full-time, regular part-time, and per diem registered nurses, including those who serve as relief charge nurses, employed by Respondent Fallbrook at its facility located at 624 East Elder Street, Fallbrook, California; excluding all other employees, managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent Fallbrook, already represented employees, guards and supervisors as defined in the Act.

(B) On May 24, 2012, the Board certified the CNA/NNOC as the exclusive collective-bargaining representative of the Fallbrook Unit.

(C) At all times since May 24, 2012, based on Section 9(a) of the Act, the CNA/NNOC has been the exclusive collective-bargaining representative of the Fallbrook Unit.

70. (A) The following employees of Respondent Greenbrier constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Greenbrier Unit):

All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent Greenbrier at its 202 Maplewood Avenue, Ronceverte, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying labor to Respondent Greenbrier, guards and supervisors as defined in the Act.

(B) On August 30, 2012, a representation election was held pursuant to a consent election agreement, and on September 25, 2012, the Board certified the NNOC as the exclusive collective-bargaining representative of the Greenbrier Unit.

(C) At all times since September 25, 2012, based on Section 9(a) of the Act, the NNOC has been the exclusive collective-bargaining representative of the Greenbrier Unit.

71. (A) The following employees of Respondent Kentucky River constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act (the Kentucky River Unit):

All full-time and regular part-time Registered Nurses, the Team Leader and the Continuing Education Coordinator, nonprofessional employees, including the Medical Records employees, Admissions employees and Purchasing employees; and technical employees, including Certified Respiratory Therapy Technicians, X-Ray Technicians, Licensed Practical Nurses, the DRG Coordinator, Medical Lab Technicians and the Physical Therapy Assistant employed by Respondent Kentucky River at its 540 Jetts Drive, Jackson, Kentucky facility, but excluding the Registered Respiratory Therapists, Medical Technologists, Utilization Review Nurses, business office clerical employees, confidential employees and all other professional employees, guards and supervisors as defined in the Act.

(B) On about June 8, 1998, the United Steelworkers was certified as the exclusive collective-bargaining representative of the Kentucky River Unit as described above in paragraph 71(A).

(C) At all material times, Respondent Kentucky River and the United Steelworkers maintained and enforced a collective-bargaining agreement with effective dates from January 28, 2013 through January 31, 2014, covering the terms and conditions of employment of the Kentucky River Unit, including a grievance and arbitration procedure at Article 7.

(D) At all times since June 8, 1998, based on Section 9(a) of the Act, the United Steelworkers has been the exclusive collective-bargaining representative of the Kentucky River Unit.

72. (A) The following employees of Respondent Watsonville constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act (the Watsonville Unit):

All employees described in and performing work covered by “Article 1. Recognition” of the July 27, 2011 through September 30, 2013 collective-bargaining agreement between the CNA and Respondent Watsonville (the Agreement); excluding all other employees, guards, and supervisors as defined in the Act.

(B) Since at least 2005, and at all material times, Respondent Watsonville has recognized the CNA as the exclusive collective-bargaining representative of the Watsonville Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms from July 27, 2011 through September 30, 2013.

(C) At all material times since at least 2005, based on Section 9(a) of the Act, the CNA has been the exclusive collective-bargaining representative of the Watsonville Unit.

73. (A) Since on or about June 4, 2014, Respondent Affinity and Respondent CHSPSC, through Robert A. Horrar, Bud Wood, Bruce Hamilton and/or an unknown agent, unilaterally imposed new work rules in Affinity’s Employee Handbook and Code of Conduct.

(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 73(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Affinity and Respondent CHSPSC engaged in the conduct described above in paragraph 73(A) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with respect to this conduct and the effects of this conduct,

and without first bargaining with the NNOC to an overall good-faith impasse for a collective bargaining agreement.

74. (A) Since on or about June 6, 2014, Respondent Barstow unilaterally imposed new work rules in its Employee Handbook and Code of Conduct.

(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 74(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Barstow engaged in the conduct described above in paragraph 74(A) without prior notice to the CNA/NNOC, without affording the CNA/NNOC an opportunity to bargain with Respondent Barstow with respect to this conduct and the effects of this conduct, and without bargaining with the CNA/NNOC to an overall good-faith impasse for a collective bargaining agreement.

75. (A) Since on or about June 4, 2014, Respondent Bluefield unilaterally imposed new work rules in its Employee Handbook and Code of Conduct.

(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 75(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Bluefield engaged in the conduct described above in paragraph 75(A) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Bluefield with respect to this conduct and the effects of this conduct, and without bargaining with the NNOC to an overall good-faith impasse for a collective bargaining agreement.

76. (A) Since on or about June 4, 2014, Respondent Fallbrook unilaterally imposed new work rules in its Employee Handbook and Code of Conduct. **C. ORDER**

(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 76(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining. **C. ORDER**

(C) Respondent Fallbrook engaged in the conduct described above in paragraph 76(A) without prior notice to the CNA/NNOC, without affording the CNA/NNOC an opportunity to bargain with Respondent Fallbrook with respect to this conduct and the effects of this conduct, and without bargaining with the CNA/NNOC to an overall good-faith impasse for a collective bargaining agreement. **C. ORDER**

77. (A) Since on or about June 25, 2014, Respondent Greenbrier unilaterally imposed new work rules in its Employee Handbook and Code of Conduct.

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(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 77(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Greenbrier engaged in the conduct described above in paragraph 77(A) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Greenbrier with respect to this conduct and the effects of this conduct, and without bargaining with the NNOC to an overall good-faith impasse for a collective bargaining agreement.

78. (A) Since on or about June 4, 2014, Respondent Watsonville unilaterally imposed new work rules in its Employee Handbook and Code of Conduct.

(B) The work rules contained in the Employee Handbook and Code of Conduct as described above in paragraph 78(A) are terms and conditions of employment and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Watsonville engaged in the conduct described above in paragraph 78(A) without prior notice to the CNA, without affording the CNA an opportunity to bargain with Respondent Watsonville with respect to this conduct and the effects of this conduct, and without bargaining with the CNA to an overall good-faith impasse for a successor collective bargaining agreement.

79. (A) About June 12, 2013, the NNOC requested that Respondent Affinity bargain collectively about the implementation of the Cerner Electronic Health Records System (CERNER) at the Affinity facility.

(B) About June 2013, Respondent Affinity and Respondent CHSPSC, through Sammy Cantrell and/or unknown agents, unilaterally implemented CERNER at the Affinity facility.

(C) About June 12, 2014, the NNOC requested that Respondent Affinity bargain collectively about the implementation of CERNER Computer Physician Order Entry System (CPOE) at its Affinity facility.

(D) About July 26, 2014, Respondent Affinity and Respondent CHSPSC, through Michael Yzerman and/or unknown agents, unilaterally implemented CPOE at the Affinity facility.

(E) The subjects set forth above in paragraphs 79(A), 79(B), 79(C), and 79(D) relate to the wages, hours, and other terms and conditions of employment of the Affinity Unit and are mandatory subjects for the purposes of collective bargaining.

(F) Respondent Affinity and Respondent CHSPSC engaged in the conduct described above in paragraphs 79(B) and 79(C) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Affinity and Respondent CHSPSC with respect to the effects of this conduct, and without first bargaining with the NNOC to an overall good-faith impasse for a collective bargaining agreement.

(G) Respondent Affinity and Respondent CHSPSC engaged in the conduct described in paragraphs 79(B) and 79(D) without providing the NNOC with the necessary and relevant information requested as described below in paragraph 91, and its subparagraphs.

80. (A) In or about the first quarter of 2014, Respondent Affinity and Respondent CHSPSC, through Bud Wood, Bruce Hamilton and/or unknown agents, unilaterally discontinued the practice of granting merit wage increases.

(B) Since about mid to late December 2014, Respondent Affinity unilaterally changed the procedure for assigning patients to various floors at its Affinity facility, including but not limited to, the telemetry, ICU and medical surgical floors.

(C) The subjects set forth in paragraphs 80(A) and 80(B) concern employees' wages and other terms and conditions of employment, and are mandatory subjects for the purposes of collective bargaining.

(D) Respondent Affinity and Respondent CHSPSC engaged in the conduct described above in paragraph 80(A) without prior notice to the NNOC, without

affording the NNOC an opportunity to bargain with Respondent Affinity and Respondent CHSPSC with respect to this conduct, and without first bargaining with the NNOC to an overall good-faith impasse for a collective-bargaining agreement.

(E) Respondent Affinity engaged in the conduct described above in paragraph 80(B) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Affinity with respect to the effects of this conduct, and without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

81. ~~**WITHDRAWN** (A) — Since about October 5, 2012, the NNOC and Respondent Affinity have not reached an initial collective bargaining agreement, and have not agreed upon an interim grievance procedure.~~

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~~(B) — On or about August 8, 2013, Respondent Affinity issued a disciplinary suspension to its employee Tracy Shay.~~

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~~(C) — On or about August 12, 2013, the NNOC, in writing, requested that Respondent Affinity bargain collectively about the discretionary discipline issued to its employee Shay.~~

~~(D) — The terms and conditions of employment described above in paragraph 81(B) are mandatory subjects for the purposes of collective bargaining.~~

~~(E) — Since on or about August 8, 2013, Respondent Affinity has refused to bargain collectively with the NNOC about the subjects set forth in paragraph 81(B).~~

~~(F) — Respondent Affinity engaged in the conduct described above in paragraph 81(B), which does not have an immediate impact on employees' tenure, status and/or earnings without providing the NNOC with notice and an opportunity to bargain over the discretionary action and the effects of the discretionary action.~~

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82. (A) On or about August 23, 2013, the NNOC, in writing, requested that Respondent Affinity bargain collectively over an investigatory suspension issued to its employee Michelle Custer, as described above in paragraph 63(A).

(B) About February 12, 2015, Respondent Affinity issued a performance improvement plan to its employee Michelle Custer.

(C) About February 12, 2015, Respondent Affinity issued a second written warning/two-day suspension to its employee Michelle Custer.

(D) About March 13, 2015, Respondent Affinity terminated its employee Michelle Custer.

(E) About March 13, 2015, Respondent Affinity issued to its employee Michelle Custer, a retroactive unpaid suspension from about February 26, 2015 to about March 13, 2015.

(F) The subjects set forth above in paragraphs 63(A), 82(B), 82(C), 82(D), and 82(E) relate to wages, hours, and other terms and conditions of employment of the Affinity Unit and are mandatory subjects for the purposes of collective bargaining.

(G) ~~Respondent Affinity exercised its discretion in imposing the disciplinary actions described above in paragraphs 63(A), 82(B), 82(C), 82(D), and 82(E).~~ WITHDRAWN

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(H) ~~Respondent Affinity engaged in the conduct described above in paragraphs 82(C), 82(D), 82(E) and 82(G), which has an immediate impact on employees' tenure, status and/or earnings, without prior notice to NNOC and/or without affording~~

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~~NNOC an opportunity to bargain over the discretionary actions and the effects of the discretionary actions. WITHDRAWN~~

~~(I) (1) Since about August 23, 2013, Respondent Affinity failed and refused to bargain collectively with the NNOC about the discretionary subject set forth in paragraph 63(A) and the effects of this conduct. WITHDRAWN~~

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~~(2) Since about February 12, 2015, Respondent Affinity failed and refused to bargain collectively with the NNOC about the discretionary subject set forth in paragraph 82(B) and the effects of this conduct. Since on or about February 12, 2015, Respondent Affinity failed and refused to bargain collectively with the NNOC about the effects of the subject set forth in 82(B) and (C).~~

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~~(3) Since on or about March 13, 2015, Respondent Affinity failed and refused to bargain collectively about the effects of the subjects set forth in 82(D) and (E).~~

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~~83. WITHDRAWN (A) About February 18, 2015, Respondent Affinity issued a two day disciplinary suspension to its employee Frederick MacWithey.~~

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~~(B) On or about February 25, 2015 the NNOC, in writing, requested that Respondent Affinity bargain collectively about the discretionary discipline issued to its employee MacWithey.~~

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~~(C) About March 6, 2015, Respondent Affinity terminated its employee Scott Rhoades.~~

~~(D) — About March 6, 2015, Respondent Affinity issued its employee Scott Rhoades, a retroactive unpaid suspension from about February 24, 2015 to March 6, 2015.~~

~~(E) — The subjects set forth above in paragraphs 83(A), 83(C), and 83(D) relate to wages, hours, and other terms and conditions of employment of the Affinity Unit and are mandatory subjects for the purposes of collective bargaining.~~

~~(F) — Respondent Affinity exercised its discretion in imposing the disciplinary actions described above in paragraphs 83(A), 83(C), and 83(D).~~

~~(G) — Since about March 5, 2015, Respondent Affinity failed and refused to bargain collectively with the NNOC about the discretionary subjects set forth in paragraphs 83(A), 83(C), and 83(D).~~

~~(H) — Respondent Affinity engaged in the conduct described above in paragraphs 83(A), 83(C), 83(D), and 83(E) which has an immediate impact on employees' tenure, status and/or earnings, without prior notice to NNOC and/or without affording NNOC an opportunity to bargain over the discretionary actions and the effects of the discretionary actions.~~

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84. (A) On about September 2, 2015, Respondent Affinity notified the NNOC that it intended to terminate its employee Michelle Hastings.

(B) On about September 2, 2015, the NNOC, in writing, requested that Respondent Affinity bargain collectively about issuing a termination to its employee Michelle Hastings.

(C) On about September 3, 2015, Respondent Affinity, in writing, unilaterally conditioned bargaining with the NNOC over the termination of Michelle Hastings, as described

below in paragraph 84(E), and unilaterally conditioned providing the information requested, as described below in paragraph 94 on NNOC's agreement to indemnify Respondent Affinity.

(D) On about September 28, 2015, Respondent Affinity reiterated its response, in writing, as described above in paragraph 84(C), and informed NNOC that it planned to terminate its employee Michelle Hastings.

(E) In or around late September 28, 2015, the exact date being unknown, Respondent Affinity terminated its employee Michelle Hastings.

(F) The subjects set forth above in paragraphs 84(E) relate to wages, hours, and other terms and conditions of employment of the Affinity Unit and are mandatory subjects for the purposes of collective bargaining.

(G) ~~Respondent Affinity exercised its discretion in imposing the disciplinary actions described above in paragraph 84(E). Since about September 2, 2015, Respondent Affinity failed and refused to bargain concerning the issuance of its termination to its employee Michelle Hastings.~~

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~~(H) **WITHDRAWN** Respondent Affinity engaged in the conduct described above in paragraph 84(E) and 84(G), which has an immediate impact on employees' tenure, status and/or earnings without providing the NNOC with notice and an opportunity to bargain over the discretionary action and the effects of the discretionary action.~~

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85. (A) On about November 12, 2015, Respondent Affinity notified the NNOC that it intended to terminate its employee Tara Magrell.

(B) On about November 13, 2015, the NNOC, in writing, requested that Respondent Affinity bargain collectively about issuing a termination to its employee Tara Magrell.

(C) On about November 16, 2015, Respondent Affinity, in writing, unilaterally conditioned bargaining with the NNOC over the termination of Tara Magrell, as described in paragraph 85(D) and unilaterally conditioned providing the information requested below in paragraph 95 on NNOC's agreement to indemnify Respondent Affinity.

(D) In or around November 2015, the exact date being unknown, Respondent Affinity terminated its employee Tara Magrell.

(E) The subjects set forth above in paragraphs 85(A) relate to wages, hours, and other terms and conditions of employment of the Affinity Unit and are mandatory subjects for the purposes of collective bargaining.

(F) ~~Since on or about November 13, 2015, Respondent Affinity failed and refused to bargain concerning the issuance of its termination to its employee Tara Magrell, Respondent Affinity exercised its discretion in imposing the disciplinary actions described above in paragraph 85(D).~~

~~(G) Respondent Affinity engaged in the conduct described above in paragraph 85(D) and 85(F), which has an immediate impact on employees' tenure, status and/or earnings without providing the NNOC with notice and an opportunity to bargain over the discretionary action and the effects of the discretionary action. WITHDRAWN~~

86. (A) About August 5, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the discipline issued to its employee Lisa Quick:

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(1) The letter from the ambulance company regarding the incident involving employee Quick;

(2) All documents related to Respondent Affinity's investigation into the incident leading to the discipline of employee Quick;

(3) All documents related to discipline issued to employees for having attitude;

(4) All prior verbal and written warnings issued to employee Quick;

(5) All policies or procedures related to orienting new RN's;

(6) The RN Code of Conduct;

(7) The RN discipline policy;

(8) Policies and procedures related to Respondent Affinity's use of 'anecdotal notes'.

(B) About August 12, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the suspension of its employee Tracy Shay:

(1) Documents related to the decision to suspend employee Shay;

(2) Documents related to any prior disciplinary actions against employee Shay.

(C) About August 12, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the termination of its employee Brenda Dallacheisa:

- Dallacheisa;
- (1) The results of the random drug screen administered to employee Dallacheisa;
 - (2) Employee Dallacheisa's pre-test disclosure form;
 - (3) All disciplinary actions of employees related to random drug screening;
 - (4) All prior disciplinary actions against employee Dallacheisa;
 - (5) Policies and/or procedures for random drug screening;
 - (6) Documents showing provisions for employees' rehabilitation opportunities.

(D) On or about August 23, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the discipline issued to its employee Michelle Custer:

- (1) The discipline issued to employee Custer;
- (2) All documents related to any prior disciplinary actions against employee Custer;
- (3) Any discipline issued to any RN for the failure to follow the "chain of command" rule;
- (4) The Affinity Medical Center staffing plan.

(E) On or about September 6, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the discipline issued to its employee Bridget Borojevich:

(1) All documents related to the decision to discipline employee Borojevich;

(2) All documents related to any prior disciplinary actions against employee Borojevich;

(3) Documents relied on to approve employee Borojevich's transfer to the emergency department;

(4) All documents related to employee Borojevich's transition to care, including orientation materials, the preceptor program, the mentorship program;

(5) All guidance documents, policies or procedures as recommended by the Board of Nursing outlining the transition of newly graduated RNs to care programs;

(6) CHS Community Cares Policy, harassment/disruptive behavior policy.

(F) Since about October 14, 2013, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the discipline issued to its employee Mary Beth Steed:

(1) The discipline issued to employee Steed;

(2) Documents related to prior disciplinary actions against employee Steed;

(3) Employee Steed's 90 day evaluation;

(4) The Affinity Medical Center staffing plan and ICU staffing plan;

(5) The ICU assignment sheets for any dates related to employee Steed's discipline, including the names of ancillary staff working in the ICU on the date of the incident;

(6) Documents related to Respondent Affinity's investigation leading up to employee Steed's discipline;

(7) The report from the telemetry monitoring system for employee Steed's patient on the date of the incident that lead to the discipline and the quality testing reports performed on the telemetry monitoring system.

(G) The information requested by the NNOC, as described above in paragraphs 86(A) through 86(F), and their subparagraphs, is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective bargaining representative of the Affinity Unit.

(H) Since about August 5, 2013, Respondent Affinity has failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 86(A).

(I) Since about August 12, 2013, Respondent Affinity failed and refused to furnish the NNOC with the requested information described above in paragraphs 86(B) and 86(C).

(J) Since August 23, 2013, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraphs 86(D).

(K) Since about September 6, 2013, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 86(E).

(L) Since about October 14, 2013, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 86(F).

87. (A) Since about May 28, 2014, the NNOC, by letter, attached as Exhibit A, requested that Respondent Affinity furnish the NNOC with relevant information regarding merit wage increases.

(B) The information requested by the NNOC, as described above in paragraph 87(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about May 28, 2014, Respondent Affinity failed and refused to furnish the information requested, as described in paragraph 87(A), in Exhibit A at paragraph 10 regarding Respondent CHSI's and/or Respondent CHSPSC's approval process to determine which employees, groups, or facilities were entitled to a wage increase.

(D) From about May 28, 2014 to about August 19, 2014, Respondent Affinity unreasonably delayed in furnishing the NNOC with the requested information as set forth in paragraph 87(A), in Exhibit A at paragraphs 1, 2, 3 and 11.

(E) From about May 28, 2014 to about August 28, 2014, Respondent Affinity unreasonably delayed in furnishing the NNOC with the following requested information as set forth in paragraph 87(A):

(1) The 2011-2013 documentation showing the aggregate amount of wage increases for registered nurses as requested in paragraph 6 of Exhibit A;

(2) The information requested in paragraphs 8 and 9 of Exhibit A;

(3) Information pertaining to Respondent Affinity's approval process regarding the decision whether an individual, group, or facility is entitled to a wage increase as set forth in paragraph 10 of Exhibit A.

(F) From about May 28, 2014 to about August 28, 2014, Respondent Affinity failed to inform the NNOC that the information described above in paragraph 87(A), specifically at paragraphs 5 and 7 of Exhibit A does not exist.

(G) From about May 28, 2014 to about October 3, 2014, Respondent Affinity failed to inform the NNOC that the information described above in paragraph 87(A), specifically at paragraph 4 of Exhibit A does not exist.

88. (A) Since about June 19, 2014, the NNOC, by letter, requested that Respondent Affinity furnish the NNOC with the following information pertaining to the discipline issued to its employee Brenda Haught:

- (1) Employee Haught's employment file;
- (2) The discipline issued to employee Haught;
- (3) Documents reflecting the Respondent Affinity's investigation into the incident leading to employee Haught's suspension;
- (4) The ICU staffing grid and assignment sheet for June 18, 2014;
- (5) Documents reflecting policies and procedures for providing care on suicide precautions;
- (6) The name of the person who was available to provide 1:1 care while nurses carried out necessary duties, such as telephone calls with physicians, obtaining supplies and medications;

(7) Documents reflecting the plan in place to ensure RN's providing care for patients are relieved for breaks and lunch;

(8) Documentation showing the breaks and meals taken by nurses in the ICU on June 18, 2014, and proof of payment for time worked to nurses who did not receive a meal break, free from patient care responsibilities.

(9) Documentation showing the RN's who accepted assignments to provide break relief, as well as verification that nurses who provided break relief did not exceed safe patient limits.

(10) Documents that reflect management goals or guidelines for sending nurses home during "flex down staffing".

(B) The information requested by the NNOC, as described above in paragraphs 88(A)(1) through 88(A)(10) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) From about June 19, 2014 to about September 3, 2014, Respondent Affinity unreasonably delayed in furnishing the NNOC with the information as described above in paragraphs 88(A)(1) and 88(A)(5).

(D) Since about June 19, 2014, Respondent Affinity failed and refused to furnish the NNOC with the information as described above in paragraphs 88(A)(2), 88(A)(3), 88(A)(4), 88(A)(6), 88(A)(7), 88(A)(8), 88(A)(9) and 88(A)(10).

89. (A) Since about June 10, 2014, the NNOC requested, in writing, that Respondent Affinity furnish it with any relevant medical records, paper or electronic, including

audit trails and meta data, used to make a decision to issue discipline to its employee Barbara Rowe.

(B) The information requested by the NNOC as described above in paragraph 89(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about June 10, 2014, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 89(A).

90. (A) Since about June 27, 2014, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information:

- (1) Medical records reviewed with employee Barbara Rowe;
- (2) Just in time communications regarding CERNER updates;
- (3) Documents chronicling help tickets or complaints;
- (4) Documents reflecting RN notification of wrong patient coming up

erroneously in the Cerner system;

(5) Educational materials provided to RN's and the date of the class on care planning in the Cerner system.

(B) The information requested by the NNOC, as described above in paragraph 90(A)(1) through 90(A)(5) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about June 27, 2014, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraphs 90(A)(1) through 90(A)(5).

91. (A) Since about June 12, 2014, the NNOC requested, in writing, that Respondent Affinity furnish it with the information as set forth in Exhibit B.

(B) Since about June 23, 2014, NNOC requested, in writing, that Respondent Affinity furnish it with the information as set forth in Exhibit C.

(C) On or about July 21, 2014, the NNOC, in writing, repeated its information requests as described above in paragraphs 91(A) and 91(B).

(D) Since on or about July 21, 2014, the NNOC, in writing, requested that Respondent Affinity furnish it with the information as set forth in Exhibit D.

(E) The information requested by the NNOC, as described above in paragraphs 91(A), 91(B), and 91(D) is necessary for and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(F) Since about June 12, 2014, Respondent Affinity failed and refused to furnish the NNOC with the following information requested by it as described above in paragraph 91(A):

(1) The information requested in Exhibit B, paragraphs 2, 3, 5, 6, 7, 13, 16, 17, 18, 19, 21, 22, and 23;

(2) The names of the individuals responsible for health information technology at Affinity Medical Center as set forth in Exhibit B, paragraph 1;

(3) The written plans or policies for making changes to the Cerner Systems at the Affinity facility and CHS Region, as set forth in Exhibit B, paragraph 4;

(4) The name of the individual responsible for overseeing the pre-flight testing of CPOE as requested in Exhibit B, paragraph 14.

(G) Since about June 23, 2014, Respondent has failed and refused to furnish the NNOC with the following information requested by it as described above in paragraph 90(B):

(1) The information requested in Exhibit C, paragraphs 1, 4, 5, 6, 7, 10, 12, 13, 15, 18, 19, 22, 26, 32, 35 and 36;

(2) The specific nursing departments that decided the training needs were either greater than or less than the two training days recommended by CERNER as requested in Exhibit C, paragraph 21.

(H) Since about July 21, 2014, Respondent Affinity failed and refused to furnish the NNOC with the following information requested by it as described above in paragraph 91(D):

(1) The information requested in paragraph 10 of Exhibit D, referencing the June 12 information request, addressing CPOE training for registered nurses.

(2) The information requested in paragraph 24 of Exhibit D referencing the June 12 information request, addressing the event reporting system, including an overview of the system and the individuals involved in supervising or administering the system.

(3) The documents shared with CAST team members as part of CAST team minutes, including documents related to the standing agenda item 4.0 "Change List Summary" and item 7.0 "Protocols and Procedures," as requested in paragraph 11 of Exhibit D, referencing the June 23, 2014 information request.

(4) Information pertaining to selection of "Super Users," as requested in paragraph 16 of Exhibit D, referencing the June 23, 2014 information request.

(5) The sign-in sheets for each registered nurse for CERNER training sessions, as requested in paragraph 20 of Exhibit D, referencing the June 23, 2014 information request.

(6) Information pertaining to additional CERNER training, as requested in paragraph 21 of Exhibit D, referencing the June 23, 2014 information request.

(7) Reports and/or other documentation from the “Event Reporting System” showing adverse events related to the implementation of the electronic health record system, as requested in paragraph 27 of Exhibit D, referencing the June 23, 2014 information request.

(8) The information requested in paragraph 32(a) through 32(j) of Exhibit D, referencing the June 23, 2014 information request, specifically requesting documents and responses to explain the CPOE Flow Chart, Clinical Systems Change Management Process.

(9) Documents related to performance issues of employee Jan Volk related to CERNER, as requested in paragraph 34 of Exhibit D, referencing the June 23, 2014 information request.

92. (A) Since about August 20, 2014, the NNOC, in writing, requested that Respondent Affinity provide all notices and/or other communication from Respondent CHSI and/or Respondent CHSPSC approving the budget.

(B) The information requested by the NNOC, as described above in paragraph 92(A) is necessary for, and relevant to, the NNOC’s performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about August 20, 2014, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 92(A).

93. (A) Since about January 16, 2015, and again on January 21, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information related to the investigatory suspension issued to its employee Michelle Custer:

(1) Anticipated duration of the investigation into employee Custer's conduct;

(2) All documents related to the Custer investigation;

(3) Patient records related to the incident under investigation;

(B) Since about February 5, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information related to an investigatory suspension issued to its employee Custer:

(1) The daily assignment sheet for floor 2200 for the period from December 19, 2015 through January 19, 2015[sic];

(2) The complete medical records, including the audit trail for patients involved in the investigation for the period from 24 hours before and 24 hours after care was administered by employee Custer;

(3) A complete report of all pain documentation for all nurses in medical/surgical areas of the hospital (2100/2200/ortho) from December 19, 2015 through January 19, 2015[sic];

(4) All Medication Administration Events from December 19, 2015 through January 19, 2015[sic].

(C) Since about February 25, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information related to an investigatory suspension issued to its employee Scott Rhoades:

(1) All medical records for the time period from 24 hours before and 24 hours after the care administered by employee Rhoades that was the subject of the investigation;

(2) A complete report of all Medication Administration Events for the period from September 1, 2014 to February 27, 2015;

(D) Since about April 22, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information related to its employee Richele Angstadt:

(1) Logs maintained to report time variances for floor 2200 for the preceding 13 months;

(2) All records reflecting employee Angstadt's absences;

(3) Complete time records, including Kronos reports, occurrence logs or any record maintained in paper or electronic formats reflecting absences and tardies of all RNs who work on floor 2200 for the preceding 13 months;

(4) Documents showing the number of hours exceeding 24 that Richele Angstadt worked by week for the past 90 days.

(E) The information requested by the NNOC, as described above in paragraphs 93(A) through 93(D), and their subparagraphs, is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(F) Since about January 21, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 93(A).

(G) Since about February 5, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 93(B).

(H) Since about February 27, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 93(C).

(I) Since about April 22, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 93(D).

94. (A) Since about September 2, 2015, the NNOC, in writing, and again on about September 25, 2015 requested that Respondent Affinity furnish the NNOC with the following information:

- (1) The termination request it intends to issue to Michelle Hastings;
- (2) Any prior disciplinary actions in Michelle Hastings' employment record should they exist;
- (3) Documents, correspondence, written notes or reports that support the employer's allegation in this matter;
- (4) Any applicable policies relevant to the disciplinary matter.

(B) The information requested by the NNOC, as described above in paragraph 94(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about September 3, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraphs 94(A).

95. (A) Since about November 13, 2015, the NNOC requested, in writing, that Respondent Affinity furnish the NNOC with the following information:

- (1) The termination request notice it intends to issue to Tara Magrell;
- (2) Any prior disciplinary actions in Tara Magrell's employment record should they exist;
- (3) Documents, correspondence, written notes or reports that support the employer's allegation in this matter;
- (4) Any applicable policies relevant to the disciplinary matter.

(B) The information requested by the NNOC, as described above in paragraph 95(A) is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Affinity Unit.

(C) Since about November 16, 2015, Respondent Affinity failed and refused to furnish the NNOC with the information requested by it as described above in paragraph 95(A).

96. (A) On or about September 1, 2015, September 3, 2015 September 28, 2015, and on November 16, 2015, Respondent Affinity, in writing, insisted, as a condition of bargaining and furnishing requested information that the NNOC execute an indemnification agreement, as described above in paragraphs 84(C) and 85(C).

(B) The condition described above in paragraph 96(A) is not a mandatory subject for the purposes of collective bargaining.

(C) About November 6, 2015, in support of the condition described above in paragraph 96(A), Respondent insisted to impasse and refused to bargain with the NNOC and refused to furnish the NNOC with requested information as described above in paragraphs 94 and 95.

97. (A) At various times from around February 21, 2014 through November 6, 2015, Respondent Affinity and the NNOC met for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

(B) During the period described above in paragraph 97(A), Respondent Affinity engaged in the following conduct: bargained with no intention of reaching an agreement, insisted upon proposals that were predictably unacceptable to the NNOC, made proposals aimed at depriving the NNOC of its representational role, displayed a repeated unwillingness to adjust differences with the NNOC, expressed unwillingness to change its October 6, 2015 proposal, insisted to impasse on a non-mandatory subject of bargaining over discipline related to indemnification; unilaterally discontinued the practice of granting annual wage increases to employees; unilaterally imposed new work rules; unilaterally implemented CERNER and CERNER CPOE at its facility without bargaining with respect to the effects and to an overall good faith impasse; refused to bargain over discipline; conditioned bargaining and providing requested information on the NNOC's execution of an indemnification agreement; failed to furnish and/or unreasonably delayed in providing the NNOC with relevant and necessary information.

~~During the period described above in paragraph 97(A), Respondent Affinity engaged in the following conduct: bargained with no intention of reaching an agreement, insisted upon proposals that were predictably unacceptable to the NNOC, made proposals aimed at depriving the NNOC of its representational role, displayed a repeated unwillingness to adjust differences with the NNOC, expressed unwillingness to change its October 6, 2015 proposal, insisted to impasse on a non-mandatory subject of bargaining over discretionary discipline related to indemnification; unilaterally discontinued the practice of granting annual wage increases to~~

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~~employees; unilaterally imposed new work rules; unilaterally implemented CERNER and CERNER CPOE at its facility without bargaining with respect to the effects and to an overall good faith impasse; refused to bargain over discretionary discipline; conditioned bargaining and providing requested information on the NNOC's execution of an indemnification agreement; failed to furnish and/or unreasonably delayed in providing the NNOC with relevant and necessary information.~~

_____(C) By its overall conduct described above in paragraph 97(B), as well as in paragraphs 73, 79 through 96, and their subparagraphs, Respondent Affinity has failed and refused to bargain in good faith with the NNOC as the exclusive collective bargaining representative of the Affinity Unit.

98. (A) Since about May 23, 2013, Respondent Barstow by Human Resources Representative Gwen [surname unknown], in the human resources office at the Barstow facility, bypassed the CNA/NNOC and dealt directly with its employees in the Barstow Unit by soliciting employees to enter into agreements regarding the reimbursement of training expenses.

(B) The subject set forth above in paragraph 98(A) relates to the wages, hours, and other terms and conditions of employment of the Barstow Unit and is a mandatory subject for the purposes of collective bargaining.

99. (A) About June 2013, Respondent Barstow reduced the staffing levels of non-bargaining unit technicians in the emergency department.

(B) As a result of Respondent Barstow's conduct described above in paragraph 99(A), the workloads and responsibilities of bargaining unit employees increased.

(C) About February or March 2015, the exact date being unknown, Respondent Barstow implemented a new rule requiring employees in the Intensive Care Unit to

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perform additional electronic charting of patient head-to-toe assessments every four hours per patient.

(D) About April 2015, Respondent Barstow discontinued the practice of granting annual wage increases to employees.

(E) About mid-August 2015, Respondent Barstow implemented and/or made changes to a program which gives existing employees monetary bonuses for referring new qualified employees for employment at the Barstow facility.

(F) The subjects set forth above in paragraphs 99(A), 99(B), 99(C), 99(D), and 99(E) relate to wages, hours, and other terms and conditions of employment of the Barstow Unit and are mandatory subjects for the purposes of collective bargaining.

(G) Respondent Barstow engaged in the conduct described above in paragraphs 99(A) and 99(B) without prior notice to the CNA/NNOC, without affording the CNA/NNOC an opportunity to bargain with Respondent Barstow with respect to the effects of this conduct, and without bargaining with the CNA/NNOC to an overall good-faith impasse for a collective bargaining agreement.

(H) Respondent Barstow engaged in the conduct described above in paragraph 99(C) without prior notice to the CNA/NNOC, without bargaining with the CNA/NNOC over this conduct and/or the effects of this conduct, and without bargaining with the CNA/NNOC to an overall good-faith impasse for a collective bargaining agreement.

(I) Respondent Barstow engaged in the conduct described above in paragraph 99(D) and 99(E) without prior notice to the CNA/NNOC with respect to this conduct, without bargaining with the CNA/NNOC, and without bargaining with the CNA/NNOC to an overall good-faith impasse for a collective bargaining agreement.

100. (A) Since about July 2013, the CNA/NNOC and Respondent Barstow have not reached an initial collective bargaining agreement, and have not agreed upon an interim grievance procedure.

(B) ~~About January 12, 2015, Respondent Barstow discharged its employee Katherine Painter. WITHDRAWN~~

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(C) ~~Respondent Barstow exercised its discretion in imposing the discharge described above in paragraph 100(B). WITHDRAWN~~

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(D) ~~The subject set forth above in paragraph 100(B) relates to wages, hours, and other terms and conditions for employment of the Unit and is a mandatory subject for the purposes of collective bargaining. WITHDRAWN~~

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(E) ~~Respondent Barstow engaged in the conduct described above in paragraphs 100(B) and 100(C), which has an immediate impact on employees' tenure, status and/or earnings, without prior notice to the CNA/NNOC and without affording the CNA/NNOC an opportunity to bargain over the discretionary actions and the effects of the discretionary actions. WITHDRAWN~~

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101. (A) Since about June 25, 2013 and at all material times, the CNA/NNOC, by Steve Matthews, in an email attached as Exhibit E, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(B) (1) Since about August 16, 2013, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit F, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(2) On or about November 12, 2013, the CNA/NNOC, by James Moy, orally, repeated the request for the information described above in paragraph 101(B)(1).

(C) (1) Since about October 28, 2013, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit G, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(2) On about November 12, 2013, the CNA/NNOC, by James Moy, orally repeated the request for information described above in paragraph 101(C)(1).

(D) Since about December 2, 2013, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit H, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(E) Since about December 12, 2013, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit I, requested that Respondent Barstow furnish the CNA/NNOC with information contained in paragraphs 9(d) and 9(e) of Exhibit I.

(F) The information requested by the CNA/NNOC, as described above in paragraphs 101(A), 101(B), 101(C), 101(D), and 101(E), and their subparagraphs, is necessary for, and relevant to, the CNA/NNOC's performance of its duties as the exclusive collective-bargaining representative of the Barstow Unit.

(G) Since about June 25, 2013, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 101(A).

(H) Since about August 16, 2013, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 101(B).

(I) Since about November 12, 2013, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 101(C).

(J) Since about December 2, 2013, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 101(D).

(K) Since about December 12, 2013, Respondent Barstow failed and refused to furnish the CNA/NNOC with the requested information set forth in paragraphs 9(d) and (e) of Exhibit I, as described above in paragraph 101(E).

102. (A) Since about December 10, 2014, and at all material times, the CNA/NNOC, by James Moy, orally requested that Respondent Barstow furnish the CNA/NNOC with the following information:

(1) Communications to employees and training materials and timelines regarding the implementation of Transfer Core Measures in existing Electronic Health Records Systems;

(2) The policy regarding physicians refusing to put in orders into the Computerized Physician Ordering Entry system;

(3) The written policy regarding mandatory call in the Obstetrics department.

(B) Since about June 16, 2014, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit J, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(C) Since about July 24, 2014, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit K, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(D) (1) Since about August 2, 2014, and at all material times, the CNA/NNOC, by James Moy, in paragraph 3 of an email attached as Exhibit L, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(2) On or about May 22, 2015, CNA/NNOC, by James Moy in a letter, reiterated its request for the information described above in paragraph 102(D).

(E) Since about November 26, 2014, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit M, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(F) Since about January 20, 2015, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit N, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(G) Since about August 14, 2015, and at all material times, the CNA/NNOC, by James Moy, in an email attached as Exhibit O, requested that Respondent Barstow furnish the CNA/NNOC with certain information.

(H) The information requested by the CNA/NNOC, as described above in paragraphs 102(A), and its subparagraphs, through 102(G), is necessary for, and relevant to, the CNA/NNOC's performance of its duties as the exclusive collective-bargaining representative of the Barstow Unit.

(I) Since about December 10, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraphs 102(A)(1) through 102(A)(3).

(J) Since about June 16, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 102(B).

(K) (1) Since about July 24, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested in paragraphs 1, 3, 5, 6, 8-13, and 15-51 of Exhibit K, as described above in paragraph 102(C).

(2) Since on or about July 24, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the names of the individuals responsible for Health Information Technology at the Barstow facility as set forth in paragraph 7 of Exhibit K, as described above in paragraph 102(C).

(L) Since about August 2, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 102(D)(1) and (2).

(M) Since about November 26, 2014, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 102(E).

(N) Since about January 20, 2015, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 102(F).

(O) Since about August 14, 2015, Respondent Barstow failed and refused to furnish the CNA/NNOC with the information requested by it as described above in paragraph 102(G).

103. (A) At various times from around July 2013 through August 2015, Respondent Barstow and the CNA/NNOC met for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

(B) During the period described above in paragraph 103(A), Respondent Barstow engaged in the following conduct: bargained with no intention of reaching an agreement, insisted upon proposals that were predictably unacceptable to the CNA/NNOC, made proposals aimed at depriving the CNA/NNOC of its representational role; displayed a repeated unwillingness to adjust differences with the CNA/NNOC; failed to cloak its representatives with the authority to enter into binding agreements; failed to schedule regular bargaining sessions with the CNA/NNOC; engaged in bargaining delay tactics; engaged in direct dealing by soliciting employees to enter into agreements regarding the reimbursement of training expenses; unilaterally reduced the staffing levels of technicians in the emergency department without engaging in effects bargaining with the CNA/NNOC; unilaterally discontinued the practice of granting annual wage increases to employees; unilaterally implemented a new rule requiring employees in the Intensive Care Unit to perform additional electronic charting of patient head-to-toe assessments; unilaterally implemented and/or made changes to a bonus referral program; ~~imposed a discretionary discharge on its employee Katherine Painter without giving the CNA/NNOC notice or the opportunity to bargain,~~ and failed to furnish the CNA/NNOC with relevant and necessary information.

(C) By its overall conduct described above in paragraph 103(B), as well as in paragraphs 98, 99, 100, 101, and 102, and their subparagraphs, Respondent Barstow has failed and refused to bargain in good faith with the CNA/NNOC as the exclusive collective bargaining representative of the Barstow Unit.

104. (A) Since about May 1, 2013, Respondent Bluefield began requiring employees in Obstetrics and the Operating Room to take mandatory time off or approved paid time off on their regularly scheduled workdays if the employees were scheduled “on-call.”

(B) The subjects set forth above in paragraph 104(A) relate to wages, hours, and other terms and conditions of employment of the Bluefield Unit and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Bluefield engaged in the conduct described above in paragraph 104(A) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Bluefield with respect to this conduct and the effects of this conduct, and without first bargaining with the NNOC to an overall good-faith impasse for a collective-bargaining agreement.

(D) As a result of Respondent Bluefield’s conduct described above in paragraph 104(A), Respondent Bluefield reduced the hours and pay of its employees in Obstetrics and its Operating Room.

105. (A) About September 19, 2013, by electronic transmission, and about September 25, in writing by hand delivery, the NNOC requested that Respondent Bluefield furnish the NNOC with the following information:

(1) All hospital/CHS on-call policies and procedures previous to the recent change to the call policy;

(2) All hospital/CHS on-call policies and procedures starting in or around August 2013;

(3) The personnel file for Mike Adams, including all correspondence, disciplinary actions, and evaluations;

(4) Documents and notes related to the investigation into the incidents for which Mike Adams was disciplined on July 31, 2013;

(5) All documents related to discipline issued to all employees as a result of missed absences;

(6) All hospital/CHS policies and procedures related to attendance and absences;

(7) All hospital/CHS policies and procedures related to disciplining RNs.

(B) The information requested by the NNOC, as described above in paragraph 105(A)(1) through 105(A)(7) is necessary for, and relevant to, to the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Bluefield Unit.

(C) Since about September 19, 2013, Respondent Bluefield has failed and refused to furnish the NNOC with the information requested by it as described in paragraphs 105(A)(1) through 105(A)(7).

106. (A) About June 11, 2014, Respondent Fallbrook notified the CNA/NNOC of the anticipated closure of certain core services at the Fallbrook facility, including maternity care services.

(B) Since at least on or about June 12, 2014, the CNA/NNOC requested that Respondent Fallbrook bargain collectively about the effects of the decision to close Respondent Fallbrook's maternity care services.

(C) On or about September 3, 2014, Respondent Fallbrook closed its maternity care services unit.

(D) The subjects set forth above in paragraph 106(B), relate to the wages, hours, and other terms and conditions of employment of the Fallbrook Unit, and are mandatory subjects for the purposes of collective bargaining.

(E) Since at least on or about June 12, 2014, Respondent Fallbrook failed and refused to bargain collectively with the CNA/NNOC over the effects of the decision to close Respondent Fallbrook's maternity care services.

107. WITHDRAWN(A) About January 27, 2014, Respondent Fallbrook terminated its employee Veronica Poss.

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~~(B) Respondent Fallbrook exercised its discretion in imposing the discipline described above in paragraph 107(A).~~

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~~(C) The subjects set forth above in paragraphs 107(A) and 107(B) relate to wages, hours, and other terms and conditions of employment of the Fallbrook Unit and are mandatory subjects for the purposes of collective bargaining.~~

~~(D) Respondent engaged in the conduct described above in paragraphs 107(A) and 107(B), which has an immediate impact on employees' tenure, status and/or earnings, without prior notice to the CNA/NNOC and/or without affording the CNA/NNOC an opportunity to bargain with Respondent Fallbrook with respect to this conduct and the effects of this conduct.~~

108. (A) About November 2013, Respondent Greenbrier, by Tammy Lilly, at Respondent Greenbrier's facility, announced to employees that it was implementing a change in its extra call pay policy for the Intensive Care Unit (ICU).

(B) The subject set forth above in paragraph 108(A) relates to wages, hours, and other terms and conditions of employment of the Greenbrier Unit and is a mandatory subject for the purposes of collective bargaining.

(C) Respondent engaged in the conduct described above in paragraph 108(A) without prior notice to the NNOC and without affording the NNOC an opportunity to bargain with Respondent Greenbrier with respect to this conduct.

~~109. (A) Since about January 16, 2014, for a period of 60 days, Respondent Greenbrier implemented a change to its extra call pay policy for the Medical Surgical, Pediatric Surgical, and 2nd and 3rd floor nursing units. (A) (1) Since about January 16, 2014, for a period of 60 days,~~

Respondent Greenbrier implemented a change to its extra call pay policy for the Medical Surgical, Pediatric Surgical, and 2nd and 3rd floor nursing units, not including Obstetrics and Labor & Delivery.

(2) Since about February 2014 through May 2014, Respondent Greenbrier implemented a change to its extra call pay policy for the Obstetrics and Labor & Delivery nursing units.

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(B) The subjects set forth above in paragraph 109(A) relate to the wages, hours, and other terms and conditions of employment of the Greenbrier Unit and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Greenbrier engaged in the conduct described above in paragraph 109(A) without prior notice to the NNOC, without affording the NNOC an opportunity to bargain with Respondent Greenbrier with respect to this conduct and the effects of this conduct, and without first bargaining with the NNOC to an overall good-faith impasse for a collective-bargaining agreement.

110. (A) About the following dates and methods, NNOC requested that Respondent Greenbrier bargain collectively about the disciplinary warning issued to Respondent Greenbrier's employee Kelly Morgan on May 20, 2013:

(i) August 16, 2013 by hand delivery;

(ii) August 21, 2013, by hand delivery and in writing by electronic transmission;

(iii) September 5, 2013 in writing by electronic transmission;

(iv) December 2, 2013, in writing by electronic transmission; and

(v) December 3, 2013, by hand delivery. On May 20, 2013, Respondent

Greenbrier issued a warning to its employee Kelly Morgan.

(B) ~~About August 16, 2013, in writing by hand delivery, and about August 21, 2013, September 5, 2013, and December 2, 2013, by electronic transmission, the NNOC requested that Respondent Greenbrier bargain collectively about the discretionary discipline issued to employee Morgan on May 20, 2013.~~

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~~(C)~~ The subject set forth above in paragraph 110(A) relates to the wages, hours, and other terms and conditions of employment of the (Greenbrier)-Unit and is a mandatory subject for the purposes of collective bargaining.

~~(D)~~ Since about August 16, 2013, Respondent Greenbrier has failed and refused to bargain collectively with NNOC about the subjects set forth above in paragraph 110(A).

~~(E) Respondent Greenbrier engaged in the conduct described above in paragraph 110(A) and imposed discretionary discipline on employee Morgan that does not have an immediate impact on employees' tenure, status, or earnings, without providing the Union with notice and an opportunity to bargain over this discretionary action and the effects of this discretionary action.~~

111. (A) About August 16, 2013, in writing by hand delivery, and about August 21, 2013, September 5, 2013, and December 2, 2013, by electronic transmission, the NNOC requested that Respondent Greenbrier furnish the NNOC with the following information:

- (1) Employee Kelly Morgan's personnel file;
- (2) Notes and information related to the incident causing employee Morgan's discipline;
- (3) All documents related to employees disciplined for similar reasons;
- (4) All hospital policies/procedures related to the care and monitoring of patients at risk for suicide in place prior to employee Morgan's discipline;
- (5) Documentation regarding staffing policies for patients on suicide risk.

(B) The information requested by the NNOC, as described above in paragraphs 111(A)(1) through 111(A)(5), is necessary for, and relevant to, the NNOC's performance of its duties as the exclusive collective-bargaining representative of the Greenbrier Unit.

(C) Since about August 16, 2013, Respondent Greenbrier failed and refused to furnish the NNOC with the information requested by it as described above in paragraphs 111(A)(1) through 111(A)(5).

112. (A) Since about April 6, 2014, Respondent Kentucky River unilaterally failed to provide the Kentucky River Unit employees with a 2.5 percent wage increase in April 2014.

(B) The subjects set forth above in paragraph 112(A) relate to wages, hours, and other terms and conditions of employment of the Kentucky River Unit and are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Kentucky River engaged in the conduct described above in paragraph 112(A) without providing the United Steelworkers with prior notice or the opportunity to bargain and without first bargaining to an overall good-faith impasse for a successor collective-bargaining agreement.

113. (A) About March 18, 2013, Respondent Kentucky River failed to continue in effect all the terms and conditions of the agreement described above in paragraph 71(C) by failing and refusing to accept or process all grievances that the United Steelworkers and/or Kentucky River Unit employees filed and/or attempted to file.

(B) The terms and conditions of employment described above in paragraph 113(A) are mandatory subjects for the purposes of collective bargaining.

(C) Respondent Kentucky River engaged in the conduct described above in paragraph 113(A) without the United Steelworkers' consent.

114. (A) At various times from about December 13, 2013 through June 23, 2014, Respondent Kentucky River and the United Steelworkers met for the purposes of negotiating a successor collective-bargaining agreement to the agreement described above in paragraph 71(C).

(B) During the period described above in paragraph 114(A), Respondent Kentucky River engaged in regressive bargaining regarding its proposals for the duration of the collective-bargaining agreement, specifically by proposing an 8-month contract.

115. (A) Since about March 26, 2013, the United Steelworkers requested in writing that Respondent Kentucky River furnish it with the specific reasoning for each change made to the February 7, 2013 seniority list originally posted after ratification of the agreement.

(B) The information requested by the United Steelworkers, as described above in paragraph 115(A) is necessary for, and relevant to, the United Steelworkers' performance of its duties as the exclusive collective-bargaining representative of the Kentucky River Unit.

(C) Since about April 13, 2013, Respondent Kentucky River, through Naomi Mitchell, in writing, failed and refused to furnish the United Steelworkers with the information requested by it as described above in paragraph 115(A).

116. (A) Since about July 25, 2014, the United Steelworkers requested in writing that Respondent Kentucky River furnish it with all information related to the possible sale of Kentucky River Medical Center to ARH or any other entity.

(B) The information requested by the United Steelworkers, as described above in paragraph 116(A) is necessary for, and relevant to, the United Steelworkers' performance of its duties as the exclusive collective-bargaining representative of the Kentucky River Unit.

(C) Since about August 20, 2014, Respondent Kentucky River failed and refused to furnish the United Steelworkers with the information requested by it as described above in paragraph 116(A).

117. (A) On about December 6, 2013, the CNA requested in writing that Respondent Watsonville furnish it with information regarding Respondent Watsonville's asserted obligations to a temporary staffing agency (the Staffing Information Request). A true and correct copy of the request for the Staffing Information Request is attached as Exhibit P.

(B) The Staffing Information Request at Paragraphs 1 through 5, 7, and 9(d) through 9(f) as set forth in Exhibit P seeks information that is necessary for, and relevant to, the CNA's performance of its duties as the exclusive collective-bargaining representative of the Watsonville Unit.

(C) Since about December 17, 2013, Respondent Watsonville failed and refused to furnish and/or timely furnish CNA with the Information.

(D) Since about December 17, 2013, Respondent Watsonville failed and refused to offer or bargain over any accommodation in lieu of furnishing the information to CNA, to the extent that it had raised any confidentiality concerns with respect to the information.

118. By the conduct described above in paragraphs 36 through 65, and their subparagraphs, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

119. By the conduct described in paragraphs 63, 64, and 65, and their subparagraphs, Respondent has been discriminating in regard to the hire, tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

120. By the conduct described above in paragraphs 73 through 117, and their subparagraphs, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Sections 8(a)(1) and (5) of the Act.

121. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

In view of the extensive history of repeated unfair labor practice violations found by the Board and courts to have been engaged in by Respondent CHSI, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier, and Respondent Watsonville as a single integrated enterprise and/or joint employers, together with the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 36 through 66 and 73 through 120, the General Counsel seeks an Order requiring Respondent CHS, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier and Respondent Watsonville to: (1) post in all its facilities any Notice to Employees that may issue in this proceeding; (2) electronically post the Notice to Employees for employees at all its facilities if the Respondents customarily use electronic means such as an electronic bulletin board, e-mail, website, or intranet to communicate with those employees; and (3) send a copy of any Board Order and Notice to Employees to all its supervisors at its Affinity, Barstow, Bluefield, Fallbrook, Greenbrier and Watsonville facilities.

The General Counsel also seeks a broad remedial order applicable to Respondent CHSI, Respondent CHSPSC, Respondent Affinity, Respondent Barstow, Respondent Bluefield, Respondent Fallbrook, Respondent Greenbrier and Respondent Watsonville, on a corporate-wide

basis, in any and all locations where they are an employer within the meaning of Section 2(2) of the Act, as part of a single integrated enterprise, as joint employers, or otherwise, to cease and desist from interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act in the manner alleged, or in any other manner, together with any and all relief as may be just and proper to remedy the unfair labor practices alleged.

AFFINITY:

As part of the remedy for the unfair labor practices alleged above in paragraphs 36-39, 53, 63, 73, 79 through ~~80, 82, 84~~-97, 118-120 and their subparagraphs, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondents' chief negotiator in collective bargaining read the notice to employees in English on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondents promptly have a Board agent read the notice to employees during worktime in the presence of Respondent Affinity's supervisors and agents identified above in paragraph 27. The General Counsel also seeks an order requiring the Respondents to mail the notice to all current employees, as well as to all individuals employed by Respondent Affinity since October 2012.

As part of the remedy for Respondent Affinity's unfair labor practices alleged above in paragraphs 82, ~~83~~, 84 and 85, 120 and their subparagraphs, the General Counsel seeks an order requiring Respondent Affinity to make Unit employees Michelle Custer, ~~Frederick MacWithey, Scott Rhoades~~, Michelle Hastings and Tara Magrell whole for any losses incurred as a result of Respondent Affinity's unfair labor practices, including reinstatement with backpay and rescinding the discharges of Custer, Rhoades, Hastings and Magrell ~~and rescinding the suspension of MacWithey.~~

As part of the remedy for Respondents' unfair labor practices alleged above in paragraphs 82, ~~83~~, 84 and 85, 120 and their subparagraphs, the General Counsel seeks an order requiring that the Respondent reimburse Unit employees Michelle Custer, ~~Scott Rhoades~~, Michelle Hastings and Tara Magrell for all search-for-work and work-related expenses regardless of whether the employees received interim earnings in excess of these expenses, or at all, during any given quarter or during the overall backpay period.

In order to fully remedy the unfair labor practices set forth above, the General Counsel also seeks an Order requiring that Michelle Custer, ~~Frederick MacWithey, Scott Rhoades~~, Michelle Hastings and Tara Magrell be made whole, including reasonable consequential damages incurred as a result of Respondent's unlawful conduct.

As part of the remedy for the unfair labor practices alleged above in paragraphs 73, 79 through 96, 120 the General Counsel seeks an Order requiring Respondent to: (1) bargain on request within 15 days of a Board Order; (2) bargain on request for a minimum of 15 hours a week until an agreement or lawful impasse is reached or until the parties agree to a respite in bargaining; (3) prepare written bargaining progress reports every 15 days and submit them to the Regional Director of Region 8 and also serve the reports on Respondent Affinity to provide the NNOC with an opportunity to reply; and (4) make whole employee negotiators for any earnings lost while attending bargaining sessions.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs ~~73, 79 through 96 and 120-73, 79 through 80, 82, 84-97, 118-120~~, the General Counsel seeks an Order requiring Respondent to bargain in good faith, on request, with the NNOC for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative of the Affinity Unit.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

BARSTOW:

As part of the remedy for the unfair labor practices alleged above in paragraphs 40, 41, 54, 74, 98 through 103, 118-120 and their subparagraphs, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Barstow's chief negotiator in collective bargaining read the notice to employees in English on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondents promptly have a Board agent read the notice to employees during worktime in the presence of Respondent Barstow's supervisors and agents identified above in paragraphs 28 and 29. The General Counsel also seeks an order requiring the Respondents to mail the notice to all current employees, as well as to all individuals employed by Respondent Barstow since June 2012.

As part of the remedy for the unfair labor practices alleged above in paragraphs 98 through 103, 120, and their subparagraphs, the General Counsel seeks an Order requiring Respondents to reimburse the CNA/NNOC for its costs and expenses incurred in collective bargaining for all negotiations during the relevant Section 10(b) period, including, for example, reasonable salaries, travel expenses, and per diems.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 98 through 103 and 120, and their subparagraphs, the General Counsel seeks an Order requiring Respondent to bargain in good faith, on request, with the CNA/NNOC for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative of the Barstow Unit.

~~As part of the remedy for Respondent Barstow's unfair labor practices alleged above in paragraphs 100 and 120 and their subparagraphs, the General Counsel seeks an order requiring Respondent Barstow to make Unit employee Katherine Painter whole for any losses incurred as a result of Respondent Barstow's unfair labor practices, including reinstatement with backpay and rescinding their discharges.~~

~~As part of the remedy for Respondent Barstow's unfair labor practices alleged above in paragraphs 100 and 120, and their subparagraphs, the General Counsel seeks an order requiring that the Respondent reimburse Unit employee Katherine Painter for all search for work and work related expenses regardless of whether the employee received interim earnings in excess of these expenses, or at all, during any given quarter or during the overall backpay period.~~

~~In order to fully remedy the unfair labor practices set forth above, the General Counsel also seeks an Order requiring that Katherine Painter be made whole, including reasonable consequential damages incurred as a result of Respondent's unlawful conduct.~~

~~The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.~~

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BLUEFIELD:

As part of the remedy for the unfair labor practices alleged above in paragraphs 42, 55 - 60, 64, 75, 104-105, 118-120, and their subparagraphs, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Bluefield's chief negotiator in collective bargaining read the notice to employees in English on work time in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondents promptly have a Board agent read the notice to employees

during work time in the presence of Respondent Bluefield's supervisors and agents identified above in paragraphs 30 and 31. The General Counsel also seeks an Order requiring the Respondents to mail, at its own expense, the notice to all current employees, as well as to all individuals employed by Respondent Bluefield since August 2012.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 75, 104-105, 120 and their subparagraphs, the General Counsel seeks an Order requiring Respondent to bargain in good faith, on request, with the NNOC for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative of the Bluefield unit.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

FALLBROOK:

The General Counsel seeks an order requiring the Respondents to mail, at its own expense, the notice to all individuals employed by Respondent Fallbrook since May 2012 to the date it ceased operations on or about December 31, 2014.

As part of the remedy for the unfair labor practices alleged above in paragraphs 106, and 120, and their subparagraphs, the General Counsel seeks an order requiring that Respondent Fallbrook make whole the employees in the Fallbrook Unit in the manner set forth in *Transmarine Navigation Corp.*, 170 NLRB 389 (1968).

~~As part of the remedy for Respondent Fallbrook's unfair labor practices alleged above in paragraphs 107 and 120, and their subparagraphs, the General Counsel seeks an order requiring Respondent Fallbrook to make Unit employee Veronica Poss whole for any losses incurred as a~~

~~result of Respondent Fallbrook's unfair labor practices, including reinstatement with backpay and rescinding her discharge.~~

~~As part of the remedy for Respondents' unfair labor practices alleged above in paragraph 107 and 120, and their subparagraphs, the General Counsel seeks an order requiring that the Respondents reimburse Veronica Poss for all search for work and work related expenses regardless of whether Veronica Poss received interim earnings in excess of these expenses, or at all, during any given quarter or during the overall backpay period.~~

~~In order to fully remedy the unfair labor practices set forth above, the General Counsel also seeks an Order requiring that Veronica Poss be made whole, including reasonable consequential damages incurred as a result of Respondent's unlawful conduct.~~

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The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

GREENBRIER:

As part of the remedy for the unfair labor practices alleged above in paragraphs 48-50, 62, 65, 77, 108-111, 118-120, and their subparagraphs, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, Respondent Greenbrier's chief negotiator in collective bargaining read the notice to employees in English on work time in the presence of a Board agent. Alternatively, the General Counsel seeks an Order requiring that Respondents promptly have a Board agent read the notice to employees during work time in the presence of Respondent Greenbrier's supervisors and agents identified above in paragraph 33. The General Counsel also seeks an order requiring the Respondents to mail, at its own expense, the notice to all current employees, as well as to all individuals employed by Respondent Greenbrier since August 2012.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 77, 108-111, 120 and their subparagraphs, the General Counsel seeks an Order requiring Respondent to bargain in good faith, on request, with the NNOC for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative of the Greenbrier unit.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the second amended consolidated complaint. The answer must be **received by this office on or before September 2, 2016, or postmarked on or before September 1, 2016.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties

or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the second amended consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on the 19th day of September, 2016 at 10:00 a.m., in a hearing room at a place yet to be determined, and on consecutive days thereafter until concluded in accordance with already scheduled dates for hearing, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this second amended consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Cleveland, Ohio this 19th day of August 2016.

/s/ Allen Binstock

ALLEN BINSTOCK
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 8

1695 AJC FEDERAL OFFICE BLDG
1240 EAST NINTH ST
CLEVELAND, OH 44199

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 08-CA-117890, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

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CENTER AND ITS SINGLE AND/OR JOINT EMPLOYER COMMUNITY HEALTH
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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link:

www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the pre-hearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

EXHIBIT H: SETTLEMENT OF
ALLEGATIONS AGAINST CHSI AND
CHSPSC AND GUARANTEE OF CHARGED
PARTY HOSPITAL REMEDIES (CHS I)

ABS 3/12/2020

~~BA~~ 3/11/20

~~BA~~ 3/4/20

~~BA~~ 2/26/2020

WA 3/10/2020

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT OF ALLEGATIONS AGAINST COMMUNITY HEALTH SYSTEMS,
INC. AND CHSPSC, LLC AND GUARANTEE OF CHARGED PARTY HOSPITAL
REMEDIES**

IN THE MATTER OF

**DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, a
single employer and/or joint employers**

**Cases 08-CA-117890
08-CA-124398,
08-CA-131772,
08-CA-144212,
08-CA-153759,
08-CA-166039**

**DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, et al., a
single employer and/or joint employers**

Case 08-CA-130717

**HOSPITAL OF BARSTOW, INC., d/b/a
BARSTOW COMMUNITY HOSPITAL,
COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers**

**Cases 31-CA-116300
31-CA-119831
31-CA-124540
31-CA-133880
31-CA-153504**

**BLUEFIELD HOSPITAL COMPANY,
LLC d/b/a BLUEFIELD REGIONAL
MEDICAL CENTER, COMMUNITY
HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS
PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers**

**Cases 10-CA-094403
10-CA-110743
10-CA-112255
10-CA-116246**

BA 3/11/20

[Signature] 3/4/20

[Signature] 2/26/2020

ND 3/10/2020

ABS 3/12/2020



FALLBROOK HOSPITAL CORPORATION, d/b/a FALLBROOK HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 21-CA-121480
21-CA-124295
21-CA-134774

GREENBRIER, VMC, LLC d/b/a GREENBRIER VALLEY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 10-CA-117698
10-CA-121156
10-CA-126416
10-CA-124354

WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 32-CA-120642
32-CA-124332

Subject to the approval of the Administrative Law Judge Eleanor Laws (Administrative Law Judge) for the National Labor Relations Board, the Charging Parties set forth below, CHSPSC, LLC ("CHSPSC") and Community Health Systems, Inc. ("CHSI") **HEREBY AGREE TO SETTLE ALL ALLEGATIONS IN THE ABOVE MATTERS AGAINST CHSPSC AND CHSI IN THE SECOND AMENDED CONSOLIDATED COMPLAINT ("COMPLAINT") AS FOLLOWS:**

BAA 3/11/20

[Signature] 3/4/20

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ABS 3/12/2020

CHSPSC shall be the guarantor of the remedies set forth in the Informal Settlement Agreements and Non-Board Settlement Agreements ("Hospital Settlements") entered into by the Charged Party Hospitals herein (DHSC, LLC d/b/a Affinity Medical Center, Hospital of Barstow, Inc. d/b/a Barstow Community Hospital, Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Fallbrook Hospital Corporation d/b/a Fallbrook Hospital, Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, and Watsonville Hospital Corporation d/b/a Watsonville Community Hospital) with respect to the allegations presented against Charged Party Hospitals in the above cases by the Charging Party signatories below.

As the guarantor, CHSPSC must ensure that the Charged Party Hospitals take all steps necessary to comply with any remedies referred to above, including providing for any such remedies themselves, if the Charged Party Hospitals fail to do so, subject to CHSPSC's compliance rights to contest its ability to effectuate non-monetary remedies for divested Charged Party Hospitals. CHSI accepts these terms and has appointed CHSPSC to be its agent with respect to effectuating compliance. All allegations against CHSPSC and CHSI herein shall be dismissed, as under the circumstances further litigation would not effectuate the policies of the Act. CHSI and CHSPSC shall remain in the case as parties for the purpose of ensuring enforcement of this Settlement of Allegations against Community Health Systems, Inc. and CHSPSC, LLC and Guarantee of Charged Party Hospital Remedies.

The above-stated guarantee shall not constitute a formal order or formal settlement stipulation. The approved withdrawal of a Complaint allegation against a Charged Party Hospital shall extinguish the remedial guarantee related to such Complaint allegation. Prior to such approved withdrawal, if a Charged Party Hospital breach occurs, the corresponding dismissed allegations against CHSPSC and CHSI shall not reissue and the above-stated guarantee shall remain in effect. The above-stated guarantee shall not apply to financial amounts owed because of future unfair labor practices by the Charged Party Hospitals.

If the General Counsel alleges that any Charged Party Hospital breaches any terms of the Hospital Settlements, including failure to pay the remedies owed, the General Counsel will address the breach, and the guarantee obligation to satisfy all remedies, through the negotiated process specified in the informal settlement agreements. CHSPSC and CHSI will continue to be involved in those proceedings pursuant to the guarantee. The determination of the existence of an alleged breach of this guarantee settlement shall be governed by the same process that governs an alleged breach by a Charged Party Hospital.

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CHSPSC, LLC d/b/a Community Health Systems Professional Services Corporation

By [Signature] 3/3/20
Name and title: Date

Community Health Systems, Inc.
By [Signature] 3/4/20
Name and title: Date
Leonard W. Sedis
Attorney

National Nurses Organizing Committee (NNOC); The California Nurses Association/National Nurses Organizing Committee (CNA/NNOC); and California Nurses Association, National Nurses United (CNA)

By [Signature] 3/10/2020
Name and Title: Date
Nicole Daro, Legal Counsel
General Counsel

By [Signature] 3/12/2020
Nora McGinley, Acting Regional Director
Region 8 (with authority on behalf of all applicable Regional Directors)
Aaron B. Sukert, Counsel for
General Counsel

Approved:
By

Judge Eleanor Laws
Administrative Law Judge
National Labor Relations Board

Date

ABS 3/12/2020

BA 3/11/20

DS 3/12/2020

ND 3/10/2020

**EXHIBIT 2: COMBINED NOTICES FOR
AFFINITY, BARSTOW, BLUEFIELD,
FALLBROOK, GREENBRIER AND
WATSONVILLE**

EXHIBIT 2 - AFFINITY NOTICE

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

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

The Notice will be mailed pursuant to the terms set forth below

Because Affinity Medical Center (Affinity) has ceased operation at the facility involved in these proceedings, Affinity shall duplicate and mail, at its own expense, a copy of the notice to all former employees employed in the NNOC collective-bargaining unit defined below by Affinity at any time between January 1, 2014 and March 7, 2018. Affinity will provide the Regional Director with written documentation reflecting the date of the mailing of the notice, along with a list of names and addresses to whom the Notices were mailed and a copy of the Notice that was mailed to employees.

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The National Nurses Organizing Committee (NNOC) is the exclusive collective-bargaining representative of employees at Affinity Medical Center (Affinity) in the following appropriate unit:

All full-time and regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by the Employer at its 875 Eighth Street N.E., Massillon, Ohio facility, but excluding all other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to the Employer, already represented employees, guards and supervisors as defined in the Act, as amended.

WE WILL NOT, should we resume our operations at Affinity, remove assignment despite objection forms from locations where non-work related documents are maintained or otherwise interfere with your rights discussed above, and **WE WILL NOT** coercively inform you that we have removed assignment despite objection forms from such locations.

BA 3/11/20
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 2/26/2020
ND 3/10/2020

WE WILL NOT, should we resume our operations at Affinity, maintain or enforce a rule that requires you to report to a shift supervisor/manager concerning any complaints related to your wages, hours and working conditions in any manner that prohibits you from also reporting such complaints to your exclusive collective-bargaining representative or other employees.

WE WILL NOT, should we resume our operations at Affinity, maintain or enforce the rule below in a manner which could reasonably be interpreted to restrain you in the exercise of the rights set forth above:

In the "Chain of Command Policy" at Affinity:

All hospital employees and staff have the responsibility to exercise the chain of command during any event or situation that does not meet established guidelines or that places patients, guests or employees at risk....Employees with concerns or issues are to notify the shift supervisor/manager.

WE WILL NOT, should we resume our operations at Affinity, discipline you for engaging in union or other protected concerted activities.

WE WILL NOT, should we resume our operations at Affinity, fail and refuse to bargain in good faith over your terms and conditions of employment, including wage increases, or cause futility to the bargaining process with the NNOC, as the exclusive collective-bargaining representative of unit employees at Affinity.

WE WILL NOT, should we resume our operations at Affinity, implement Electronic Health Records systems which materially affect your terms and conditions of employment without first notifying the NNOC and giving it an opportunity to bargain to an agreement or lawful impasse over the effects of the implementation of such systems, including Cerner Electronic Medical Records System and the Cerner Computerized Physician Order Entry System (CPOE).

WE WILL NOT, should we resume our operations at Affinity, implement changes to your work assignments which materially affect your terms and conditions of employment without first notifying the NNOC and giving it an opportunity to bargain to an agreement or lawful impasse upon the effects of implementation of such changes.

WE WILL NOT, should we resume our operations at Affinity, make material, substantial and significant changes to published work rules without first notifying the NNOC as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse upon the change, or the effects of such change on your terms and conditions of employment.

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WE WILL NOT, should we resume our operations at Affinity, refuse to provide the NNOC with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, should we resume our operations at Affinity, unreasonably delay in providing your Union with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, should we resume our operations at Affinity, fail or refuse to timely inform your Union that information that is relevant and necessary to its role as your exclusive collective-bargaining representative does not exist.

WE WILL NOT, should we resume our operations at Affinity, fail or refuse to bargain in good faith with the NNOC by insisting that it sign an indemnification agreement as a condition to providing information it requested which is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, should we resume our operations at Affinity, fail or refuse to bargain in good faith with the NNOC by conditioning bargaining or insisting to impasse on the execution of an indemnification agreement.

WE WILL NOT, should we resume our operations at Affinity, impose discipline and/or discharge you without providing notice to the NNOC as your exclusive collective bargaining representative and without affording the NNOC an opportunity to bargain about the effects of this conduct.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

WE WILL NOT, should we resume our operations at Affinity, make material, substantial and significant changes to your terms and conditions of employment without first notifying the NNOC as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse over the changes or the effects of such changes on your terms and conditions of employment, including:

- (1) Offering benefits such as long term care insurance and group employee discount programs; and
- (2) Transferring retirement assets into a new 401(K) plan, resulting in a blackout period for access to your assets.

BA 3/11/20
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ND 3/10/2020

WE WILL, should we resume our operations at Affinity, publish and electronically distribute a notice to employees that the Chain of Command Policy at Affinity does not in any way prohibit you from also reporting complaints or concerns to your exclusive collective-bargaining representative and/or other employees.

WE WILL, should we resume our operations at Affinity, upon request, bargain with the NNOC over discipline and/or discharge issued to employees in the Affinity Unit and the effects of such discipline and/or discharge.

WE WILL, should we resume our operations at Affinity, bargain in good faith and in a manner that would not cause futility to the bargaining process with the NNOC as the exclusive collective bargaining representative of unit employees.

WE WILL remove from our files all references to any 2013 and 2015 disciplines and the termination of Michelle Custer, and **WE WILL** notify Michelle Custer in writing, that this has been done and that discharge and disciplines will not be used against her in any way.

WE WILL pay Michelle Custer for the wages she lost during the period of suspension because we disciplined her, without notice to the union or provision of relevant information to the union as the exclusive collective bargaining representative, and without affording the union with an adequate opportunity to bargain over the termination and the effects of the termination.

WE WILL, should we resume our operations at Affinity, upon request, bargain in good faith with the NNOC over discipline and/or discharge without conditioning the provision of relevant information or bargaining on indemnification.

WE WILL remove from our files all references to the terminations issued to Michelle Hastings and Tara Magrell, and **WE WILL** notify them in writing, that this has been done and that the discharges will not be used against them in any way.

WE WILL pay Michelle Hastings and Tara Magrell for the wages for the period of suspension that we did not bargain with the NNOC because we conditioned the provision of relevant information and bargaining on indemnification.

WE WILL, should we resume our operation at Affinity, upon request, bargain in good faith with NNOC over the effects of our decision to implement the Cerner Medical Records System and the Cerner Computer Physician Order Entry System at Affinity.

WE WILL, should we resume our operations at Affinity, upon request, bargain in good faith with NNOC over our decision and the effects of our decision to unilaterally impose new published work rules.

WE HAVE reached an agreement with your Union regarding 2014 wage increases.

BIA 3/11/20
ABS 3/12/2020
DF 2/26/2020
MB 3/10/2020

WE WILL, should we resume our operations at Affinity, upon request, bargain in good faith with the NNOC over the effects of our decision to implement any changes in work assignments that materially, substantially and significantly affect your terms and conditions of employment.

WE WILL make appropriate withholdings for Michelle Custer, Michelle Hastings, and Tara Magrell for suspension backpay awards. **WE WILL** compensate them for the adverse consequences, if any, of receiving lump-sum backpay awards. **WE WILL** also file a report with the Social Security Administration allocating the payments to the appropriate time periods.

WE WILL, should we resume of operations at Affinity, provide the NNOC with the information necessary for, and relevant, to the NNOC's performance of its duties as the exclusive collective bargaining representative, including information related to 2013, 2014, 2015 disciplines, discharges and/or wage increases, should such information continue to remain relevant and necessary.

WE HAVE informed the NNOC that portions of the information it requested on May 28, 2014 regarding merit wage increases do not exist (original paragraphs 4, 5, 7).

WE HAVE provided the NNOC with portions of the information it requested on May 28, 2014 regarding merit wage increases (original paragraphs 1, 2, 3, 6, 8, 9, a portion of 10 and 11), and portions of information it requested on June 19, 2014 relevant to represent an employee related to discipline (original paragraphs 1 and 5).

WE WILL, upon request, should we resume our operations at Affinity, bargain in good faith with the NNOC over the offer of group employee discount programs, long term care insurance and material changes related to retirement plan transfer.

WE HAVE provided the NNOC with the relevant information related to the QHC spinoff responsive to its September 21, 2015 request for information, and as reiterated on later dates.

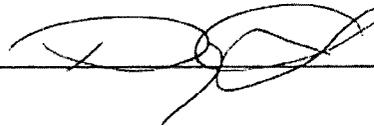
WE WILL, should we resume our operations at Affinity within six months after the approval of a settlement agreement in this matter, hold a meeting or meetings at Affinity's facility during working hours, scheduled to ensure the widest possible attendance by bargaining unit employees on each shift, and have this notice read to such employees by an agent of the National Labor Relations Board.

ABS 3/12/2020
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ND 3/10/2020

DHSC, LLC, D/B/A AFFINITY MEDICAL CENTER
("AFFINITY")

(Employer)

Dated: 2/26/2020 By:



ATTORNEY
(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 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

1240 E 9TH ST
STE 1695
CLEVELAND, OH 44199-2086

Telephone: (216)522-3715

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ND 3/10/2020

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BIA 3/11/20
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DFO 2/26/2020
NR 3/10/2020

EXHIBIT 2 - BARSTOW NOTICE

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

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.

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

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The California Nurses Association/National Nurses Organizing Committee (CNA/NNOC) is the exclusive collective-bargaining representative of our employees at Barstow Community Hospital (Barstow) in the following appropriate unit:

INCLUDED: All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed at its facility located at 820 East Mountain View St., Barstow, California 92311.

EXCLUDED: All other employees, including managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to the Employer, already represented employees, guards and supervisors as defined in the Act, as amended

BIA 3/11/20
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ABS 3/12/2020

WE WILL NOT maintain or enforce the rules below which could reasonably be interpreted to restrain you in the exercise of the rights set forth above:

- (1) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Barstow (*italicized portion should not be part of the rule*):

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit, *including by e-mail or other telephone communication systems*, employees who are on working time for any cause or distribute literature of any kind to them. *Employees may not distribute literature or printed material of any kind in working areas at any time. The term "working areas" refers to any area of the Hospital in which any employee regularly performs his or her assigned job duties.*

- (2) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Barstow, in effect until June 6, 2014 (*italicized portion should not have been part of the rule*):

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. *This also prohibits solicitations via e-mail or other telephonic communication systems*

- (3) In the "Personal Websites and Blogs" policy in the Employer Handbook at Barstow (*italicized portion should not be part of rule*):

CHS respects the right of employees to use personal web sites and web logs (blogs) during their personal time *but not during work hours*. If an employee chooses to identify himself or herself as an employee of CHS or an affiliate on a personal web site or web log (blog), he or she must adhere to the following guidelines:

[...]

Blogging (writing an employee's own blog or reading those created by others) is prohibited during working hours.

[...]

If CHS determines, in its sole discretion, that blogging activity may compromise CHS or an affiliate, CHS may request an immediate cessation of such commentary and the employee may be subject to disciplinary action, up to and including termination.

DA 3/11/20
ABS 3/12/2020
DF 3/26/2020
MD 3/10/2020

WE WILL NOT fail or refuse to bargain in good faith with your Union as your exclusive collective-bargaining representative.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying the CNA/NNOC as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse upon the change, or the effects of such changes, on your terms and conditions of employment, including:

- (1) Published work rules; and
- (2) Bonus referral programs.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying the CNA/NNOC as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse upon the effects of such changes, on your terms and conditions of employment, including:

- (1) the effects of requiring ICU nurses to electronically chart patients' head to toe assessment every four hours per patient; and
- (2) the effects of the reduction of staffing levels of non-bargaining unit technicians in the emergency department.

WE WILL NOT bypass your Union and deal directly with you regarding terms and conditions of employment by entering into agreements with you regarding reimbursement of training expenses.

WE WILL NOT fail and refuse to bargain in good faith with the CNA/NNOC, as the exclusive collective-bargaining representative of unit employees at Barstow over your terms and conditions of employment, including wage increases, or cause futility to the bargaining process.

WE WILL NOT maintain the "Compliance Disclosure Upon Separation" form at Barstow, that was maintained prior to April 16, 2016, which as written could reasonably have been interpreted to restrain your exercise of the rights set forth above, including filing claims with the National Labor Relations Board.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying the CNA/NNOC as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse over the changes or the effects of such changes on your terms and conditions of employment, including:

BA 3/11/20
ABS 3/12/2020
DF 4/26/2020
ND 3/10/2020

- (1) Offering group employee discount programs;
- (2) Transferring retirement assets into a new 401(k) plan, resulting in a blackout period for access to your assets; and
- (3) Changing discipline policies that materially, substantially or significantly affect your terms and conditions of employment.

WE WILL NOT issue verbal and/or written warnings to unit employees at Barstow as a result of a material, substantial and significant unilateral change to discipline policies.

WE WILL NOT fail and refuse to bargain in good faith with the CNA/NNOC as the exclusive bargaining representative of unit employees at Barstow over verbal and/or written warnings we issued.

WE WILL NOT refuse to provide, or unreasonably delay in providing the CNA/NNOC with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

WE WILL rescind the unlawful portions of the published work rules as set forth above, **WE WILL** advise you which portions have been rescinded and **WE WILL** publish and distribute the revised lawful policies.

WE HAVE rescinded portions of the "Personal Web Sites and Blogs" rule, in our employee handbook that you reasonably could have interpreted as stopping you from using personal web sites and web logs (blogs) during work hours, or engaging in blogging activity that we determine compromises us, or discussing terms and conditions of employment or union activities.

WE HAVE NOT implemented any agreements regarding the reimbursement of training expenses at Barstow that were executed by employees on or about May 23, 2013, and **WE HAVE NOT** affirmatively notified employees of the lack of implementation because the agreements expired by their own terms.

WE WILL, if requested, bargain with the CNA/NNOC concerning the effects on employees of the decision to reduce the staffing levels of non-bargaining unit technicians in the emergency department.

BIA 3/11/20
ABS 3/12/2020
DSC 2/26/2020
MD 3/10/2020

WE WILL, if requested, bargain with the CNA/NNOC concerning the effects of the requirement that nurses in the ICU at Barstow electronically chart patient head-to-toe assessments every four hours per patient.

WE WILL, if requested by the CNA/NNOC, rescind the bonus referral program and/or any changes introduced to the program in August 2015, and notify employees in writing that we have done so.

WE HAVE reached an agreement with your Union regarding 2015 wage increases.

WE WILL, bargain in good faith and in a manner that would not cause futility to the bargaining process with the CNANNOC as the exclusive collective bargaining representative of unit employees

WE HAVE provided the CNA/NNOC with the information responsive to the following requests:

- Request originally dated June 25, 2013 concerning a list of unilateral changes to unit employees' terms and conditions of employment and copies of human resources policies.
- Request originally dated August 16, 2013 concerning a list of unit employees who are eligible to be Union members.
- Request originally dated October 28, 2013 concerning a patient classification system, a written staffing plan, and actual staff and staffing mix for August and September 2013.
- Request originally dated June 16, 2014 concerning communications to employees or among management regarding reduction in Intensive Care Unit Telemetry Tech support personnel.
- Request originally dated December 10, 2014 concerning (1) communications to employees and training materials and timelines regarding the implementation of Transfer Core Measures in Electronic Health Record Systems; (2) policy regarding MDs refusing to put in orders in CPOE, requesting RNs do it; and (3) written policy regarding mandatory call in the obstetrics department.
- Request originally dated August 14, 2015 concerning signing and referral bonuses.
- Request originally dated July 24, 2014, paragraphs 1, 3, 5-6, 7, 8-13, and 15-51 concerning the implementation of the Computer Physician Order Entry system (CPOE).

BA 3/11/20
ABS 3/12/2020
DF 2/26/2020
MD 3/10/2020

- Request originally dated November 26, 2014, paragraph 3, concerning records of sick time and FMLA leaves from August 2014 through January 8, 2015.
- Request originally dated January 20, 2015 concerning Ms. Painter's personnel file and records of discipline or counseling of Ms. Painter, and
- Request originally dated August 2, 2014, paragraph 3, as amended on May 22, 2015 concerning the records of unit-specific competencies of personnel assigned to meal and break coverage on day shift weekdays from April 1, 2014 to May 22, 2015.

WE HAVE rescinded the "Compliance Disclosure Upon Separation" form as of April 16, 2016.

WE WILL notify all bargaining unit employees who signed the "Compliance Disclosure Upon Separation" form in 2015 and 2016 that it has been rescinded.

WE WILL, if requested by CNA/NNOC, bargain in good faith with CNA/NNOC concerning discipline policies.

WE WILL, upon request, bargain in good faith with the CNA/NNOC over the offer of group employee discount programs and material changes related to retirement plan transfer

WE HAVE removed from our files all references to the verbal and/or written warnings issued to bargaining unit employees on or about July 10, 2015, and **WE WILL** notify those who are still employed that this has been done and that the verbal and/or written warnings will not be used against them in any way.

WE WILL, on request, bargain in good faith with the CNA/NNOC over the verbal and/or written warnings issued to unit employees at Barstow on or about July 10, 2015.

WE HAVE provided the CNA/NNOC with the relevant information responsive to the requests originally dated July 23, 2015 and August 6, 2015 concerning discipline policies as they relate to overtime.

WE HAVE provided the CNA with the relevant information responsive to its September 21, 2015 request for information regarding the QHC spinoff.

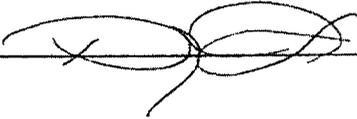
WE WILL hold a meeting or meetings at Respondent Barstow's facility during working hours, scheduled to ensure the widest possible audience of bargaining unit members on each shift and have this notice read to bargaining unit employees by a Board agent of the National Labor Relations Board in the presence of an official of Barstow.

BIA 3/11/20
 ABS 3/12/2020
 [Signature] 2/24/2020
 NJ 3/10/2020

BARSTOW INC., D/B/A BARSTOW COMMUNITY
HOSPITAL ("BARSTOW")

(Employer)

Dated: 2/26/2020 By:



ATTORNEY
(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 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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Telephone: (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086

EXHIBIT 2 - BLUEFIELD NOTICE

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

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.

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

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The National Nurses Organizing Committee, AFL-CIO (NNOC) is the exclusive collective-bargaining representative of employees at Bluefield Regional Medical Center (Bluefield) in the following appropriate unit:

All full-time, regular part-time and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Respondent at its 500 Cherry Street, Bluefield, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying labor to Respondent, and guards and supervisors as defined in the Act.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions with other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT prevent you from talking about the union during working time while permitting you to discuss other non-work related topics during working time.

ABS 3/12/2020
BA 3/11/20

DS 2/24/2020

na 3/10/2020

WE WILL NOT prevent you from passing out union literature or engaging in union activities during non-working time and in non-work areas outside your facility, including parking lots.

WE WILL NOT prevent you from engaging in union activities when you are off duty and in non-patient care areas and other inside non-work areas.

WE WILL NOT watch you in a manner that reasonably intimidates or prevents you from engaging in union or other protected concerted activities.

WE WILL NOT enforce a rule that interferes with, restrains or coerces you from discussing wages, hours or other terms and conditions of employment, and **WE WILL NOT** discipline you for violating that rule.

WE WILL NOT coerce you or discipline you for engaging in union or other protected concerted activities.

WE WILL NOT maintain or enforce rules below which could reasonably be interpreted to restrain you in the exercise of the rights set forth above:

- (1) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Bluefield (italicized portions should not be part of the rule):

[E]mployees may not distribute literature or printed material of any kind *in working areas at any time.*

- (2) In the "Personal Websites and Blogs" policy in the Employee Handbook at Bluefield in effect until November 2013 (italicized portions should not have been part of the rule)

BRMC respects the right of employees to use personal web sites and web logs (blogs) during their personal time *but not during work hours.* If an employee chooses to identify himself or herself as an employee of a CHSI affiliated entity on a personal web site or web log (blog), he or she must adhere to the following guidelines:

[...]

Blogging (writing an employee's own blog or reading those created by others) is prohibited during working hours.

If CHSPSC or the facility determines, in its sole discretion, that blogging activity may compromise CHSPSC or a CHSI affiliate, the employee may be asked to immediately cease such commentary and the employee may be subject to disciplinary action, up to and including termination.

BA 3/11/20
ABS 3/12/2020
DF 2/26/2020
ND 3/10/2020

WE WILL NOT apply the following policy in a manner that discriminates against you for engaging in union or other protected concerted activities:

In the "Harassing and Intimidating or Disruptive Behavior" policy on the maintained at Bluefield:

Disruptive and/or Intimidating Behavior: This behavior may include: ... Outbursts of anger...Inappropriate responses, language or behaviors; Rudeness; Exhibiting uncooperative behaviors

WE WILL NOT fail or refuse to bargain in good faith with your Union as your exclusive collective-bargaining representative.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying your Union as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse upon the change or the effects of such changes on your terms and conditions of employment, including changes in policy with regard to mandatory time off (MTO) and approved paid time off (APTO).

WE WILL NOT refuse to provide the NNOC with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT coercively tell you that you did not receive wage raises because of the NNOC or Union.

WE WILL NOT coercively tell you that you cannot discuss ongoing disciplinary investigations with other employees.

WE WILL NOT discipline, discharge, subcontract your position or delay in granting merit wage increases to you, because of your union or other protected concerted activities.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying your Union as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse over the changes or the effects of such changes on your terms and conditions of employment, including:

- (1) Merit wage increases including the timing of when you receive any increase;
- (2) Subcontracting; or
- (3) Discharges

BIA 3/11/20
ABS 3/12/2020
2/26/2020
NA 3/10/2020

WE WILL NOT insist that the NNOC sign an indemnification agreement before we bargain in good faith with it, or before we provide the NNOC with information that is relevant and necessary to its role as your collective-bargaining representative.

WE WILL NOT fail and refuse to bargain in good faith with the NNOC, as the exclusive collective-bargaining representative of unit employees at Bluefield, or cause futility to the bargaining process.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

WE WILL rescind the unlawful portions of the "Solicitation and Distribution of Literature" rule as set forth above, **WE WILL** advise you which portions have been rescinded and **WE WILL** publish and distribute the revised lawful policies.

WE HAVE rescinded portions of the "Personal Web Sites and Blogs" rule, in our employee handbook that you reasonably could have interpreted as stopping you from using personal web sites and web logs (blogs) during work hours, or engaging in blogging activity that we determine compromises us, or discussing terms and conditions of employment or union activities.

WE WILL remove from our files all references to the verbal counseling and written warning issued to RN Terri Kosinar and **WE WILL** notify her in writing that this has been done and that the discipline will not be used against her in any way.

WE HAVE provided NNOC with the following information it requested on September 19, 2013:

- any and all hospital/CHS on-call policies and procedures previous to the recent change to the call policy; (provided on January 24, 2015)
- any and all hospital/CHS on-call policies and procedures starting in or around August 2013; (provided on January 24, 2015)
- a true and complete copy of the personnel file for Mike Adams, including but not limited to any and all correspondence, disciplinary actions, and evaluations; (provided on or about March 27, 2017)
- all documents related to discipline issued to all employees as a result of missed absences; (provided on January 16, 2019)
- any and all hospital/CHS policies and procedures related to attendance and absences; (provided to the Union on or about January 24, 2015)
- any and all hospital/CHS policies and procedures related to disciplining RNs (provided to the Union on January 24, 2015)

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m2 3/10/2020

WE HAVE informed CNA/NNOC on or about January 4, 2019 that we have no responsive documents to the following information it requested on September 19, 2013:

a copy of any and all documents and notes related to the investigation of the incidents for which Mike Adams was disciplined on July 31, 2013.

WE WILL, if requested by NNOC, meet and confer with NNOC to clarify the current policy and practice regarding when employees in Obstetrics and the Operating Room are required to take mandatory time off or approved paid time off on their regularly scheduled workdays, including circumstances when such employees are scheduled "on-call."

WE WILL provide notice to NNOC and an opportunity to bargain before making any material, substantial and significant changes to the current policy and practice.

WE WILL pay employees for the wages and other benefits lost because of the changes to terms and conditions of employment that we made without bargaining with the NNOC.

WE WILL make appropriate withholdings for employees made whole as a result of the implementation of changes that require employees in Obstetrics and the Operating Room to take mandatory time off or approve paid time off on their regularly scheduled workdays if the employees were scheduled "on-call, at Bluefield. **WE WILL** compensate them for the adverse consequences, if any, of receiving lump-sum backpay awards. No withholdings will be made from the interest portion of the backpay. **WE WILL** also file a report with the Social Security Administration allocating the payments to the appropriate time periods.

WE WILL, upon request, bargain with the NNOC over discharges and subcontracting of bargaining unit work and/or the effects of subcontracting on bargaining unit employees as required by law.

WE HAVE bargained with the NNOC over Mike Adams' suspensions and reached an agreement regarding making Mike Adams whole for his suspensions.

WE HAVE bargained with the NNOC over employee merit wage increases.

WE HAVE provided the NNOC with the information it requested on December 2, 2014, related to employee staffing and assignments, on August 20, 2015.

WE ACKNOWLEDGE that, on account of our having subcontracted the work performed by the following Certified Registered Nurse Anesthetists without notice to the Union, and an opportunity to bargain with the Union, we had an obligation to offer each of these Certified Registered Nurse Anesthetists reinstatement to their former position, or, since their former position no longer existed, employment in a substantially equivalent position: Candace Blankenship, Marla Cline, Douglas Hess, Stephanie Morrison, John Riddle IV, Kristi Shrewsbury, Shewana Workman and Van Browning. These Certified Registered Nurse

ABS 2/12/2020
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ND 3/10/2020

Anesthetists do not desire such offer of reinstatement or employment in a substantially equivalent position, and would not accept reinstatement or employment in a substantially equivalent position, if offered.

WE WILL make certified registered nurse anesthetists Candace Blankenship, Van Browning, Marla Cline, Douglas Hess, Stephanie Morrison, John Riddle IV, Kristi Shrewsbury, and Shewana Workman whole, for any wages and other benefits they may have lost because we subcontracted their positions, in amounts to be determined through a National Labor Relations Board proceeding.

WE WILL hold a meeting or meetings at Respondent Bluefield's facility during working hours, scheduled to ensure the widest possible audience of bargaining unit members on each shift, and have this notice read to bargaining unit employees by an agent of the National Labor Relations Board in the presence of such an official.

**BLUEFIELD HOSPITAL COMPANY, LLC D/B/A
BLUEFIELD REGIONAL MEDICAL CENTER
("BLUEFIELD")**

(Employer)

Dated: 2/24/2020 By:



ATTORNEY
(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 1-866-667-NLRB

ABS 3/12/2020
BIA 3/11/20
DF 2/26/2020
WJ 3/10/2020

(1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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Telephone: (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086

ABS 3/12/2020
BIA 3/11/20

DS 3/24/2020
ND 3/10/2020

EXHIBIT 2- FALLBROOK NOTICE –CNA/NNOC

NOTICE TO EMPLOYEES

(The Notice will be mailed pursuant to the terms set forth below)

Because Respondent Fallbrook Hospital (Fallbrook) has ceased operations, Respondent Fallbrook shall duplicate and mail, at its own expense, a copy of the Notice to all former CNA/NNOC unit employees employed by Respondent Fallbrook at any time between January 1, 2014 and December 20, 2014. Respondent Fallbrook will provide the Regional Director with written documentation reflecting the date of the mailing of the Notice, along with a list of names and addresses to whom the Notices were mailed and a copy of the Notice that was mailed to employees.

FEDERAL LAW 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, should we resume our operations at Fallbrook, do anything to prevent you from exercising the above rights.

The California Nurses Association/National Nurses Organizing Committee, AFL-CIO (CNA/NNOC) is the exclusive collective-bargaining representative of employees at Fallbrook Hospital (Fallbrook) in the following appropriate unit:

All full-time, regular part-time, and per diem registered nurses, including those who serve as relief charge nurses, employed by Respondent at its facility located at 624 East Elder Street, Fallbrook, California; excluding all other employees, managers, confidential employees, physicians, employees of outside registries and other agencies supplying labor to Respondent, already represented employees, guards and supervisors as defined in the Act

WE WILL NOT, should we resume our operations at Fallbrook, deny you the right to be represented by a union representative of your own choosing at any investigatory interview in which you reasonably believe you may be disciplined.

WE WILL NOT, should we resume our operations at Fallbrook, fail or refuse to bargain in good faith with the CNA/NNOC as your exclusive collective-bargaining representative, including refusing to bargain to agreement or lawful impasse over the effects of a decision to suspend maternity services at Fallbrook Hospital prior to the suspension of such services.

BA 3/11/20

ABS 3/12/2020¹

DS 2/26/2020

ND 3/10/2020

WE WILL NOT, should we resume our operations at Fallbrook, in any like or related manner interfere with, restrain or coerce you in the exercise of your rights under Section 7 of the National Labor Relations Act (NLRA).

WE WILL, should we resume our operations at Fallbrook, allow you to have a union representative present at investigatory meetings in which you reasonably think you may be disciplined.

WE WILL pay backpay to the CNA/NNOC unit employees at Fallbrook who were employed in the OB unit prior to the suspension of maternity services in September, 2014, in the amounts set forth in the Settlement Agreement.

FALLBROOK HOSPITAL CORPORATION D/B/A
FALLBROOK HOSPITAL ("FALLBROOK")

(Employer)

Dated: 2/26/2020 By:


(Representative)

ATTORNEY
(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 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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STE 1695

CLEVELAND, OH 44199-2086

BAA 3/11/20

ABS 3/12/2020

 2/26/2020

MA 3/10/2020

EXHIBIT 2 - FALLBROOK NOTICE -SEIU

NOTICE TO EMPLOYEES

Because Respondent Fallbrook Hospital (Fallbrook) has ceased operations, Respondent Fallbrook shall duplicate and mail, at its own expense, a copy of the Notice to all former SEIU unit employees employed by Respondent Fallbrook at any time between August 1, 2014 and December 20, 2014. Respondent Fallbrook will provide the Regional Director with written documentation reflecting the date of the mailing of the Notice, along with a list of names and addresses to whom the Notices were mailed and a copy of the Notice that was mailed to employees.

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

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The SEIU, United Healthcare Workers -- West (SEIU) is the exclusive collective-bargaining representative of employees at Fallbrook Hospital in the following appropriate unit:

All full-time, regular part-time, and per diem, technical employees, including operating room technicians, endoscopy technicians, pharmacy technicians, radiology technicians, respiratory care practitioners (RCPs), certified occupational therapy assistants (COTAs), and physical therapy assistants (PTAs), and service and maintenance employees, including nurses' aides, newborn hearing technicians, couriers, environmental services employees (EVS), diet aids, therapy aids, phlebotomists, unit secretaries, operating room schedulers, radiology clerks, rehabilitation service schedulers, emergency room admissions clerks, patient care technicians (PCTs), and aides, and aides, employed by Respondent at its facility located at 624 East Elder Street, Fallbrook, California; excluding all other employees, professional employees, business office clerical employees, registered nurses, managers, confidential employees, physicians, nurse and/or clinical educators or coordinators, clinical nurse specialists, clinical coordinators, case managers/utilization review and/or discharge planners, nurse practitioners, accounting or auditing registered nurses, infection control/employee health nurses, risk management/performance improvement and/or quality assurance or quality management nurses, employees of outside registries and other agencies supplying labor to the Respondent, already represented employees, guards, and supervisors as defined by the Act.

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ABS 3/12/2020

DS 2/26/2020

ND 3/10/2020

WE WILL NOT, should we resume our operations at Fallbrook, fail or refuse to bargain in good faith with the SEIU as your exclusive collective-bargaining representative, including by failing and refusing to bargain to agreement or lawful impasse over the effects of our decision to cease operations at Fallbrook Hospital and lay off unit employees.

WE WILL NOT, should we resume our operations at Fallbrook, refuse to provide the SEIU with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, should we resume our operations at Fallbrook, in any like or related manner interfere with, restrain or coerce you in the exercise of your rights under Section 7 of the National Labor Relations Act (NLRA).

WE WILL pay backpay to the SEIU unit employees, in the amounts set forth in the Settlement Agreement.

FALLBROOK HOSPITAL CORPORATION D/B/A
FALLBROOK HOSPITAL ("FALLBROOK")

(Employer)

Dated: 2/26/2020 By:



(Representative)

ATTORNEY

(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 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

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CLEVELAND, OH 44199-2086

BA 3/11/20

ABS 3/12/2020

[Signature] 2/26/2020

MD 3/10/2020

EXHIBIT 2- GREENBRIER NOTICE

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

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.

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

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The National Nurses Organizing Committee, AFL-CIO (NNOC) is the exclusive collective-bargaining representative of employees at Greenbrier Valley Medical Center (Greenbrier) in the following appropriate unit:

All full-time, regular part-time, and per diem Registered Nurses, including those who serve as relief charge nurses, employed by Greenbrier at its 1320 Maplewood Avenue, Ronceverte, West Virginia hospital; excluding all other employees, including managers, confidential employees, physicians, technical employees, service and maintenance employees, employees of outside registries and other agencies supplying labor to Greenbrier, guards and supervisors as defined in the Act.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions with other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT maintain or enforce rules below which could reasonably be interpreted to restrain you in the exercise of the rights set forth above:

- (1) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Greenbrier (italicized portions should not be part of the rule):

BIA 3/11/20

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DF 2/26/2020

ND 3/10/2020

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit, *including by e-mail or other telephone communication systems*, employees who are on working time for any cause or distribute literature of any kind to them. *Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. The term "working areas" refers to any area of the Hospital in which any employee regularly performs his or her assigned job duties*

- (2) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Greenbrier, until June 9, 2014, (italicized portions should not have been part of the rule):

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. *This also prohibits solicitations via e-mail or other telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.*

WE WILL NOT coerce you, or threaten you with unspecified reprisals, for engaging in union or other protected concerted activities.

WE WILL NOT transfer or deny your transfer to another nursing department for engaging in union or other protected concerted activities.

WE WILL NOT fail or refuse to bargain in good faith with the NNOC as your exclusive collective-bargaining representative.

WE WILL NOT make material, substantial and significant changes to published work rules without first providing notice and opportunity to bargain with the Union.

WE WILL NOT fail to notify and bargain with your Union about disciplinary warnings that have been issued to you.

WE WILL NOT make material, substantial and significant changes to your wages, hours and working conditions, including announcing or making temporary changes to the extra call pay policy for employees in the Intensive Care Unit, Medical Surgical, Pediatric Surgical and 2nd and 3rd floor nursing units, without providing notice and opportunity to bargain with the Union.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

WE WILL NOT coercively tell you that you cannot be part of the bargaining unit if you perform charge nurse duties.

BAA 3/11/20

2

ABS 3/12/2020

DR 2/26/2020

ND 3/10/2020

WE WILL NOT make material, substantial or significant changes to your terms and conditions of employment without first notifying your Union as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse over the changes or the effects of such changes on your terms and conditions of employment, including:

- (1) Discharge, and the effects of the discharge of an employee; and
- (2) Implementing changes to Paid Time Off (PTO), mandatory time off, and staffing policies.

WE WILL NOT assign permanent charge nurses to the Second Floor Pediatric Medical Surgical Unit, Third Floor Medical Surgical Unit or Intensive Care Unit in circumstances where no permanent charge nurses had been assigned for a period of one year or more, without providing the NNOC with advance notice and opportunity to bargain about material, substantial, and significant changes to working conditions of bargaining unit employees that occur due to such assignment.

WE WILL NOT refuse to provide or unreasonably delay in providing the NNOC with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT insist that the NNOC sign an indemnification agreement before we bargain in good faith with it, or before we provide the NNOC with information that is relevant and necessary to its role as your collective-bargaining representative.

WE WILL NOT bypass the NNOC and deal directly with you regarding material, significant and substantial terms and conditions of employment

WE WILL NOT fail and refuse to bargain in good faith with the NNOC, as the exclusive collective-bargaining representative of unit employees at Greenbrier, or cause futility to the bargaining process.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed them by Section 7 of the National Labor Relations Act.

WE WILL rescind the unlawful portions of the Solicitation and Distribution of Literature policy in the Employee Handbook, **WE WILL** advise you which portions have been rescinded and **WE WILL** publish and distribute revised lawful policies.

Tara Evans resigned from her position as a Registered Nurse at Greenbrier. In the event Tara Evans returns to work at Greenbrier, **WE WILL** consider her in a non-discriminatory manner for transfers to positions for which she qualifies at the time of transfer.

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WE WILL remove from our files all references to our failure to transfer Tara Evans to the Emergency Department and **WE WILL** notify her in writing that this has been done and that our failure to transfer her will not be used against her in any way.

WE WILL, upon request, bargain with the NNOC about the discipline and the effects of the discipline issued to Kelly Morgan on May 20, 2013.

WE HAVE provided the NNOC with the following information it requested on August 16, 2013:

- a copy of Kelly Morgan's personnel file provided on December 4, 2018;
- any or all hospital policies/procedures related to the care and monitoring of patients at risk for suicide in place prior to Kelly Morgan's discipline provided on February 19, 2015; and
- and documentation regarding staffing policies for patients on suicide risk on February 19, 2015.

WE HAVE informed the NNOC on January 3, 2019 that there are no responsive documents to the following information requested on August 16, 2013:

- notes and information related to the incident causing Kelly Morgan's discipline; and
- all documents related to employees disciplined for similar reasons.

WE WILL, remove from our files all references to the May 20, 2013 disciplinary warning issued to Kelly Morgan and **WE WILL** notify Kelly Morgan at her last known address and NNOC that this has been done and that the discipline will not be used against her in any way.

WE WILL, upon request, bargain with the NNOC about the temporary increases in "extra call" pay implemented from January 16, 2014 through March 16, 2014, in Medical Surgical, Pediatric Surgical, and 2nd and 3rd floor nursing units, and from February 2014 through May 2014 in the Obstetrics and Labor & Deliver units, without bargaining with the NNOC.

WE WILL upon request, bargain in good faith with the NNOC over the terms of a collective-bargaining agreement for unit employees at Greenbrier.

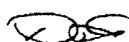
WE WILL, upon request, bargain in good faith with the NNOC about the disciplines and discharge issued to Julie Hoffman Jackson on August 6, 2015.

WE ACKNOWLEDGE that employees are not required currently to reduce their Paid Time Off (PTO) accrual balance to 80 hours, and **WE WILL**, upon request, bargain in good faith with the NNOC about changes to Paid Time Off (PTO), mandatory time off and staffing policies.

WE WILL, upon request, bargain in good faith with the NNOC about material, substantial, and significant changes to working conditions of bargaining unit employees.

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WE WILL make bargaining unit employees whole for any loss of wages or benefits as a result of any requirement enforced in October, 2014 to reduce PTO accrual banks to 80 hours, in amounts to be determined through a National Labor Relations Board proceeding.

WE WILL make bargaining unit employees whole in the Second Floor Pediatric Medical Surgical Unit, Third Floor Medical Surgical Unit and Intensive Care Unit, for any loss of wage or benefits as a result of our assigning a permanent charge nurse to these units in or around March 2015 to perform charge nurse duties instead of, or in addition to, relief charge nurses.

WE HAVE provided the NNOC with the following information it requested on August 19, 2015:

- Complete time records for Julie Hoffman Jackson for the past 13 months (provided on March 6, 2019); and
- Any and all prior disciplinary records for Julie Hoffman Jackson; (provided pursuant to subpoena in January 2018).

On March 6 and 7, 2019, **WE TOLD** the NNOC that the following information it requested on August 19, 2015, does not exist and cannot be provided:

- A complete copy of any and all records that are used to track employee attendance occurrences for Julie Hoffman Jackson as well as for all RNs in the ICU for the past 13 months;
- Any and all attendance variance reports for the past 13 months; and
- A termination notice for Julie Hoffman.

WE WILL hold a meeting or meetings at Greenbrier's Ronceverte, West Virginia facility during working hours, scheduled to ensure the widest possible audience of bargaining unit members on each shift, and have this notice read to bargaining unit employees to you and by a Board agent of the National Labor Relations Board in the presence of such an official.

**GREENBRIER, VMC, LLC D/B/A GREENBRIER VALLEY
MEDICAL CENTER ("GREENBRIER")**

(Employer)

Dated: 2/26/2020 By:

 ATTORNEY

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NQ 3/10/2020*

(Representative)

(Title)

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EXHIBIT 2 - WATSONVILLE NOTICE

NOTICE TO EMPLOYEES

POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD

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.

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

FEDERAL LAW 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 do anything to prevent you from exercising the above rights.

The California Nursing Association, National Nurses United (CNA) is the exclusive collective-bargaining representative of employees at Watsonville Community Hospital in the following appropriate unit:

All employees described in and performing work covered by "Article 1. Recognition" of the July 1, 2016 through June 30, 2019 collective-bargaining agreement between the Union and Respondent; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT maintain or enforce rules below which could reasonably be interpreted to restrain you in the exercise of the rights set forth above:

- (1) In the "Solicitation and Distribution of Literature" policy in the Employee Handbooks at Watsonville (italicized portions should not be part of the rule) :

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Employees who are not on working time (e.g., those on lunch or breaks) may not solicit, *including by e-mail or other telephone communication systems*, employees who are on working time for any cause or distribute literature of any kind to them. *Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time. The term "working areas" refers to any area of the Hospital in which any employee regularly performs his or her assigned job duties.*

- (2) In the "Solicitation and Distribution of Literature" policy in the Employee Handbook at Watsonville, in effect until June 5, 2014 (italicized portion should not have been part of the rule):

Employees who are not on working time (e.g., those on lunch or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. *This also prohibits solicitations via e-mail or other telephonic communication systems.*

- (3) In the "Personal Websites and Blogs" policy in the Employee Handbook at Watsonville (italicized portion should not be part of the rule):

We respect the right of employees to use personal web sites and web logs (blogs) during their personal time *but not during work hours. If an employee chooses to identify himself or herself as an employee of Facility or affiliated with CHS on a personal web site or web log (blog), he or she must adhere to the following guidelines: [...]*

- *Avoid making false statements about the Facility, it [sic] affiliates, clients and others, including competitors.*

Bloggng (writing an employee's own blog or reading those created by others) is prohibited during working hours.

WE WILL NOT fail or refuse to bargain in good faith with the CNA as your exclusive collective-bargaining representative.

WE WILL NOT make material, substantial and significant changes to your terms and conditions of employment without first notifying the CNA as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse upon the change or the effects of such changes on your terms and conditions of employment, including changes to published work rules and offering group employee discount programs.

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WE WILL NOT, make material, substantial, and significant changes to your terms and conditions of employment, without first notifying the CNA as your exclusive collective-bargaining representative and giving it an opportunity to bargain to an agreement or lawful impasse over the changes or the effects of such changes on your terms and conditions of employment, including offering group employee discount programs.

WE WILL NOT refuse to provide or unreasonably delay in providing the CNA with requested information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT, in any like or related manner, interfere with, coerce, or restrain you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

WE WILL rescind the unlawful portions of the published work rules as set forth above, **WE WILL** advise you which portions have been rescinded and **WE WILL** publish and distribute electronically the revised lawful policies.

WE HAVE rescinded, on June 5, 2014, portions of the "Personal Web Sites and Blogs" rule, in our employee handbook that you reasonably could have interpreted as stopping you from using personal web sites and web logs (blogs) during work hours; or stopping you from making false statements on personal web sites and blogs about us, affiliates, employees, clients and others, including competitors.

WE HAVE provided the CNA with the relevant information responsive to its September 21, 2015 request for information regarding the QHC spinoff.

WE WILL, upon request, bargain in good faith with the NNOC over the offer of group employee discount programs.

**WATSONVILLE HOSPITAL CORPORATION D/B/A
COMMUNITY HOSPITAL (WATSONVILLE)**

(Employer)

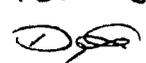
Dated: 2/26/2020 By:



ATTORNEY

(Representative)

(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 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

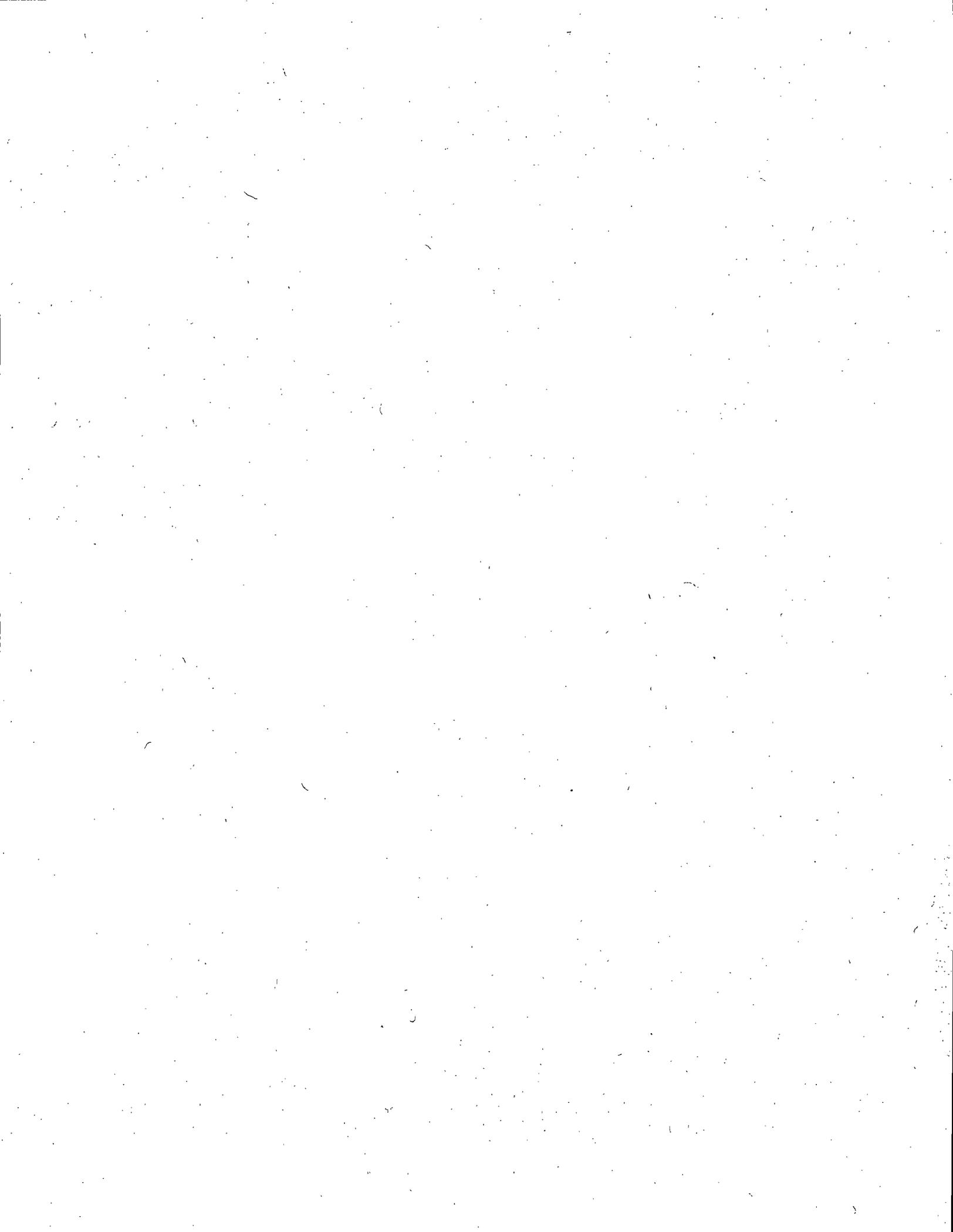
1240 E 9TH ST

Telephone: (216)522-3715

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CLEVELAND, OH 44199-2086

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**EXHIBIT 3: SETTLEMENT OF
ALLEGATIONS AGAINST CHSI AND
CHSPSC AND GUARANTEE OF CHARGED
PARTY REMEDIES**

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT OF ALLEGATIONS AGAINST COMMUNITY HEALTH SYSTEMS,
INC. AND CHSPSC, LLC AND GUARANTEE OF CHARGED PARTY HOSPITAL
REMEDIES**

IN THE MATTER OF

**DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, a
single employer and/or joint employers**

**Cases 08-CA-117890
08-CA-124398,
08-CA-131772,
08-CA-144212,
08-CA-153759,
08-CA-166039**

**DHSC, LLC d/b/a AFFINITY MEDICAL
CENTER, COMMUNITY HEALTH
SYSTEMS, INC., and/or COMMUNITY
HEALTH SYSTEMS PROFESSIONAL
SERVICES CORPORATION, LLC, et al., a
single employer and/or joint employers**

Case 08-CA-130717

**HOSPITAL OF BARSTOW, INC., d/b/a
BARSTOW COMMUNITY HOSPITAL,
COMMUNITY HEALTH SYSTEMS, INC.,
and/or COMMUNITY HEALTH
SYSTEMS PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers**

**Cases 31-CA-116300
31-CA-119831
31-CA-124540
31-CA-133880
31-CA-153504**

**BLUEFIELD HOSPITAL COMPANY,
LLC d/b/a BLUEFIELD REGIONAL
MEDICAL CENTER, COMMUNITY
HEALTH SYSTEMS, INC., and/or
COMMUNITY HEALTH SYSTEMS
PROFESSIONAL SERVICES
CORPORATION, LLC, et al., a single
employer and/or joint employers**

**Cases 10-CA-094403
10-CA-110743
10-CA-112255
10-CA-116246**

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FALLBROOK HOSPITAL CORPORATION, d/b/a FALLBROOK HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 21-CA-121480
21-CA-124295
21-CA-134774

GREENBRIER, VMC, LLC d/b/a GREENBRIER VALLEY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 10-CA-117698
10-CA-121156
10-CA-126416
10-CA-124354

WATSONVILLE HOSPITAL CORPORATION d/b/a WATSONVILLE COMMUNITY HOSPITAL, COMMUNITY HEALTH SYSTEMS, INC., and/or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, et al., a single employer and/or joint employers

Cases 32-CA-120642
32-CA-124332

Subject to the approval of the Administrative Law Judge Eleanor Laws (Administrative Law Judge) for the National Labor Relations Board, the Charging Parties set forth below, CHSPSC, LLC ("CHSPSC") and Community Health Systems, Inc. ("CHSI") **HEREBY AGREE TO SETTLE ALL ALLEGATIONS IN THE ABOVE MATTERS AGAINST CHSPSC AND CHSI IN THE SECOND AMENDED CONSOLIDATED COMPLAINT ("COMPLAINT") AS FOLLOWS:**

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CHSPSC shall be the guarantor of the remedies set forth in the Informal Settlement Agreements and Non-Board Settlement Agreements ("Hospital Settlements") entered into by the Charged Party Hospitals herein (DHSC, LLC d/b/a Affinity Medical Center, Hospital of Barstow, Inc. d/b/a Barstow Community Hospital, Bluefield Hospital Company, LLC d/b/a Bluefield Regional Medical Center, Fallbrook Hospital Corporation d/b/a Fallbrook Hospital, Greenbrier VMC, LLC d/b/a Greenbrier Valley Medical Center, and Watsonville Hospital Corporation d/b/a Watsonville Community Hospital) with respect to the allegations presented against Charged Party Hospitals in the above cases by the Charging Party signatories below.

As the guarantor, CHSPSC must ensure that the Charged Party Hospitals take all steps necessary to comply with any remedies referred to above, including providing for any such remedies themselves, if the Charged Party Hospitals fail to do so, subject to CHSPSC's compliance rights to contest its ability to effectuate non-monetary remedies for divested Charged Party Hospitals. CHSI accepts these terms and has appointed CHSPSC to be its agent with respect to effectuating compliance. All allegations against CHSPSC and CHSI herein shall be dismissed, as under the circumstances further litigation would not effectuate the policies of the Act. CHSI and CHSPSC shall remain in the case as parties for the purpose of ensuring enforcement of this Settlement of Allegations against Community Health Systems, Inc. and CHSPSC, LLC and Guarantee of Charged Party Hospital Remedies.

The above-stated guarantee shall not constitute a formal order or formal settlement stipulation. The approved withdrawal of a Complaint allegation against a Charged Party Hospital shall extinguish the remedial guarantee related to such Complaint allegation. Prior to such approved withdrawal, if a Charged Party Hospital breach occurs, the corresponding dismissed allegations against CHSPSC and CHSI shall not reissue and the above-stated guarantee shall remain in effect. The above-stated guarantee shall not apply to financial amounts owed because of future unfair labor practices by the Charged Party Hospitals.

If the General Counsel alleges that any Charged Party Hospital breaches any terms of the Hospital Settlements, including failure to pay the remedies owed, the General Counsel will address the breach, and the guarantee obligation to satisfy all remedies, through the negotiated process specified in the informal settlement agreements. CHSPSC and CHSI will continue to be involved in those proceedings pursuant to the guarantee. The determination of the existence of an alleged breach of this guarantee settlement shall be governed by the same process that governs an alleged breach by a Charged Party Hospital.

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CHSPSC, LLC d/b/a Community Health Systems Professional Services Corporation

By [Signature]
Name and title:

3/3/20
Date

Community Health Systems, Inc.
By [Signature]
Name and title:
Leonard W. Sachs
Attorney

3/4/20
Date

National Nurses Organizing Committee (NNOC); The California Nurses Association/National Nurses Organizing Committee (CNA/NNOC); and California Nurses Association, National Nurses United (CNA)

By [Signature]
Name and Title:
Nicole Daro, Legal Counsel

3/10/2020
Date

General Counsel

By Aaron B. Sukert 3/12/2020
~~Nora McGinley, Acting Regional Director~~ Date
~~Region 8 (with authority on behalf of all applicable Regional Directors)~~
Aaron B. Sukert, Counsel for General Counsel

Approved:
By

Judge Eleanor Laws
Administrative Law Judge
National Labor Relations Board

Date

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ND 3/10/2020

**EXHIBIT 4: NON-BOARD SETTLEMENT
AGREEMENT BETWEEN AFFINITY AND
NNOC**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

BEFORE: ADMINISTRATIVE LAW JUDGE ELEANOR LAWS

<p>DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers, <i>et al.</i></p> <p>and</p> <p>CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA / NNOC)</p> <p>and</p> <p>UNITED STEEL, PAPER AND FORESTRY RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO</p>	<p>08-CA-117890, <i>et al.</i></p>
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NON-BOARD SETTLEMENT AGREEMENT

BETWEEN

DHSC, LLC d/b/a AFFINITY MEDICAL CENTER

AND

NATIONAL NURSES ORGANIZING COMMITTEE

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This Settlement Agreement (“Agreement”) is entered into by and between the National Nurses Organizing Committee (“Union”) and DHSC, LLC d/b/a Affinity Medical Center (“Affinity”). The Union and Affinity are referred to jointly in this Agreement, for convenience sake, as “the Parties.”

WHEREAS, the Union has filed unfair labor practice charges against Affinity with the National Labor Relations Board (“NLRB”) in Case Numbers 08-CA-117890, 08-CA-124398, 08-CA-131772, 08-CA-144212, 08-CA-153759, 08-CA-166039, and 08-CA-130717-alleging violations of the National Labor Relations Act; and

WHEREAS, On August 19, 2016, The General Counsel of the National Labor Relations Board issued a Second Amended Consolidated Complaint, as amended at Hearing (“Complaint”) against Affinity based in material part on the unfair labor practice charges alleged in the Case Numbers listed above; and

WHEREAS the Parties wish to resolve the following allegation set forth in the Complaint, without further litigation before the NLRB:

Paragraph 80(A), alleging that on or about the first quarter of 2014, Affinity unilaterally discontinued the practice of granting merit wage increases.

NOW, THEREFORE, the Parties hereby AGREE as follows:

1. **Payment of Settlement Sum:** Affinity agrees to remit to the NLRB a check payable to the Union in the lump sum amount of Twenty-six Thousand Dollars (\$26,000.00) within forty-five (45) consecutive calendar days following the issuance by Administrative Law Judge Eleanor Laws of an Order approving this Agreement (the “Settlement Sum”).
2. **Union Distribution of Settlement Sum:** The Union has informed the NLRB that it intends to distribute the Settlement Sum to the Registered Nurses (“RNs”) represented by the Union who were employed by Affinity on January 1, 2014, when Affinity allegedly discontinued the practice of granting merit wage increases, as alleged in Paragraph 80 (A) of the Complaint. The Union will submit an affidavit to the Compliance Officer of NLRB Region 8 certifying that distribution has occurred to the RNs pursuant to this agreement, and will concurrently submit IRS Form 8655 to Region 8.
3. **Affinity Provision of Demographic Information:** Affinity shall furnish to the Union, concurrently with the payment described in Paragraph (1), above, a list of the RNs described in Paragraphs 2, along with their mailing addresses, phone numbers, and email addresses as maintained in Affinity’s most recent business record.

4. **Tax Responsibility:** Each RN identified above in Paragraph 2, as well as each party to this agreement agrees to be solely responsible for any and all taxes owed by that party as a result of the payment described in Paragraph 1 above.
5. **Non-Disclosure of Settlement Sum:** The Union agrees that it will not disclose the specific monetary amounts received by any individual RN in connection with this Agreement to anyone other than the individual RN receiving a payment, except as required by law. The Union's obligations as set forth in this Paragraph (5) shall continue in perpetuity, and thus survive the expiration of this Agreement.
6. **Withdrawal of Unfair Labor Practice Charges:** The Union shall file with the NLRB, on the date upon which the Union executes this Agreement, the documents required by the NLRB to request withdrawal of Paragraph 80 (A) of the Complaint, and provide a copy to Counsel for Affinity of said request.
7. **Entire Agreement; Modifications:** This Agreement constitutes the entire agreement of the Parties relating to the Settlement Sum negotiated in connection with the withdrawal of Paragraph 80(A). This Agreement may be amended, modified, supplemented or terminated only by a written instrument executed by Affinity and the Union, and approved by the Regional Director for Region 8. No other consent or approval shall be required from any other person or entity, including intended or unintended third-party beneficiaries.
8. **Severability; No Merger:** If any provision, or part of any provision, of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement shall remain in full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.
9. **No Provisions Binding Until Signed:** Neither Party to this Agreement shall be bound to any of its provisions solely by the presence of such provision in any draft hereof unless and until this Agreement is signed by such Party. Each Party mutually represents to the other Party that the individuals executing this Agreement by affixing their respective signature, below, are legally authorized to execute this Agreement on behalf of the respective Party. No draft of this Agreement prepared prior to the final version mutually executed by each Party's legally authorized representative, below, shall be used by any Party, or be admissible in any proceeding, to interpret the intent of the Parties.
10. **Governing Law; Venue:** This Agreement shall be governed by Federal law and/or the law of the State of Ohio. The venue for any dispute shall be a court of competent jurisdiction within the State of Ohio.

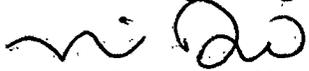
11. **No Representations:** Neither Party has relied on any verbal or written representations of the other Party in deciding whether to enter into this Agreement.
12. **Non-Admissions:** Neither this signed Agreement, nor any draft of this Agreement, shall be disclosed or relied upon by any Party in any proceeding, or be admissible in any proceeding, as being probative of whether, or establishing that, Affinity has committed or admitted any violation of the Act.
13. **Mutual Release:** The Parties agree to release and forever discharge each other and any of their affiliates, locals, officers, directors, employees, trustees, and agents from any and all claims, damages, charges, arbitrations and liability, causes of action of every kind and nature, whether known or unknown, whether discovered or undiscovered arising from any action or conduct of either Party relating to this Agreement prior to the date upon which this Agreement is executed by the respective Party. The foregoing mutual release neither waives nor supercedes the Parties' commitments with respect to NLRB Case Numbers 08-CA-117890, *et al.* and 08-CA-167313 *et al.* pursuant to the Informal Settlement Agreement dated ____.
14. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one Agreement.
15. **Duration of Agreement:** This Agreement shall remain in effect until Affinity and the Union have fully performed the obligations set forth in this Agreement and until Administrative Law Judge Eleanor Laws or the Chief Administrative Law or designee has approved the withdrawal of the unfair labor practice charge described in Paragraph (6), above, and shall expire upon the Parties' respective, full performance of the obligations set forth in this Agreement. As set forth in Paragraph (5), above, the Parties each acknowledge and agree that the provisions of Paragraph (5) shall survive the expiration of this Agreement.

DHSC, LLC, d/b/a Affinity Medical Center

By: 

Dated: March 2, 2019

National Nurses Organizing Committee

By: 

Dated: March 2, 2019

**EXHIBIT 5: NON-BOARD SETTLEMENT
AGREEMENT BETWEEN BARSTOW AND
CNA/NNOC**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

BEFORE: ADMINISTRATIVE LAW JUDGE ELEANOR LAWS

<p>DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers, <i>et al.</i></p> <p>and</p> <p>CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA / NNOC)</p> <p>and</p> <p>UNITED STEEL, PAPER AND FORESTRY RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO</p>	<p>08-CA-117890, <i>et</i> <i>al.</i></p>
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NLRB DIVISION 8
CLEVELAND, OHIO

NON-BOARD SETTLEMENT AGREEMENT

BETWEEN

HOSPITAL OF BARSTOW, INC. d/b/a BARSTOW COMMUNITY HOSPITAL

AND

CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING
COMMITTEE

This Settlement Agreement (“Agreement”) is entered into by and between the California Nurses Association/National Nurses Organizing Committee (“Union”) and Hospital of Barstow, Inc. d/b/a/ Barstow Community Hospital (“Barstow”). The Union and Barstow are referred to jointly in this Agreement, for convenience sake, as “the Parties.”

WHEREAS, the Union has filed unfair labor practice charges against Barstow with the National Labor Relations Board (“NLRB”) in Case Numbers 31-CA-116300, 31-CA-119831, 31-CA-124540, 31-CA-133880, 31-CA-153504 alleging violations of the National Labor Relations Act; and

WHEREAS, On August 19, 2016, The General Counsel of the National Labor Relations Board issued a Second Amended Consolidated Complaint as amended at Hearing (“Complaint”), against Barstow based in material part on the unfair labor practice charges alleged in the Case Numbers listed above; and

WHEREAS the Parties wish to resolve the following allegations set forth in the Complaint, without further litigation before the NLRB:

Paragraph 99(D), alleging that on or about April 2015, Barstow unilaterally discontinued the practice of granting annual wage increases to employees;

Paragraphs 101(E) and (K), alleging that Barstow failed and refused to furnish the Union with the information set forth in paragraphs 9(d) and (e) of Exhibit I to the Complaint;

The *Barstow Remedies* section, Page 116 and 117, seeking an Order requiring Barstow to reimburse the Union for its costs and expenses incurred in collective bargaining during the relevant time period.

NOW, THEREFORE, the Parties hereby AGREE as follows:

1. **Payment of Settlement Sum:** Barstow agrees to remit to the NLRB a check payable to the Union in the amount of Thirty-four Thousand Dollars (\$34,000.00) within forty-five (45) consecutive calendar days following the issuance by Administrative Law Judge Eleanor Laws of an Order approving this Agreement (the “Settlement Sum”).
2. **Union Distribution of Settlement Sum:** The Union has informed the NLRB that it intends to distribute the Settlement Sum to the Registered Nurses (RNs) represented by the Union who were employed by Barstow on April 1, 2015, when Barstow allegedly discontinued the practice of granting annual wage increases, as alleged in Paragraph 99(D) of the Complaint. The Union will submit an affidavit to the Compliance Officers of NLRB Region 31 and Region 8 certifying that distribution has occurred to the RNs pursuant to this agreement and will concurrently submit IRS Form 8655 to Regions 8 and 31.
3. **Barstow Provision of Demographic Information:** Barstow shall furnish to the Union, concurrently with the payment described in Paragraph (1), above, a list of the RNs described in Paragraph 2, along with their mailing addresses, phone numbers, and email addresses as maintained in Barstow’s most recent business record.

4. **Tax Responsibility:** Each RN identified above in Paragraph (2), as well as each party to this Agreement, agrees to be solely responsible for any and all taxes owed by that Party as a result of the payment described in Paragraph (1) above.
5. **Non-Disclosure of Settlement Sum:** The Union agrees that it will not disclose the specific monetary amount received by any individual RN in connection with this Agreement to anyone other than the individual RN receiving a payment, except as required by law. The Union's obligations as set forth in this Paragraph (5) shall continue in perpetuity, and thus survive the expiration of this Agreement.
6. **Withdrawal of Unfair Labor Practice Charges:** On the date upon which the Union executes this Agreement, the Union shall request from the NLRB the withdrawal of Paragraphs 99(D), 101(E) and (K), and the portion of the Barstow Remedies section seeking reimbursement of bargaining costs and expenses in a written form acceptable to the NLRB Region 8, and provide a copy to Counsel for Barstow of said request.
7. **Entire Agreement; Modifications:** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof. This Agreement may be amended, modified, supplemented or terminated only by a written instrument executed by Barstow and the Union, and approved by the Regional Director for Region 8 of the NLRB. No other consent or approval shall be required from any other person or entity, including intended or unintended third-party beneficiaries.
8. **Severability; No Merger:** If any provision, or part of any provision, of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement shall remain in full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.
9. **No Provisions Binding Until Signed:** Neither Party to this Agreement shall be bound to any of its provisions solely by the presence of such provision in any draft hereof unless and until this Agreement is signed by such Party. Each Party mutually represents to the other Party that the individuals executing this Agreement by affixing their respective signature, below, are legally authorized to execute this Agreement on behalf of the respective Party. No draft of this Agreement prepared prior to the final version mutually executed by each Party's legally authorized representative, below, shall be used by any Party, or be admissible in any proceeding, to interpret the intent of the Parties.
10. **Governing Law; Venue:** This Agreement shall be governed by Federal law and/or the law of the State of California. The venue for any dispute shall be a court of competent jurisdiction in the State of California.

11. **No Representations:** Neither Party has relied on any verbal or written representations of the other Party in deciding whether to enter into this Agreement.
12. **Non-Admissions:** Neither this signed Agreement, nor any draft of this Agreement, shall be disclosed or relied upon by any Party in any proceeding, or be admissible in any proceeding, as being probative of whether, or establishing that, Barstow has committed or admitted any violation of the Act.
13. **Mutual Release:** The Parties agree to release and forever discharge each other and any of their affiliates, locals, officers, directors, employees, trustees, and agents from any and all claims, damages, charges, arbitrations and liability, causes of action of every kind and nature, whether known or unknown, whether discovered or undiscovered arising from any action or conduct of either Party relating to this Agreement prior to the date upon which this Agreement is executed by the respective Party. The foregoing mutual release neither waives nor supercedes the Parties' commitments with respect to NLRB Case Numbers 08-CA-117890, *et al.* and 08-CA-167313 *et al.* pursuant to the Informal Settlement Agreement dated _____.
14. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one Agreement.
15. **Duration of Agreement:** This Agreement shall remain in effect until Barstow and the Union have fully performed the obligations set forth in this Agreement and until the NLRB has approved the withdrawal of the unfair labor practice charges described in Paragraph (6), above, and shall expire upon the Parties' respective, full performance of the obligations set forth in this Agreement. As set forth in Paragraph (5), above, the Parties each acknowledge and agree that the provisions of Paragraph (5) shall survive the expiration of this Agreement.

Hospital of Barstow, Inc. d/b/a Barstow Community Hospital

By: Carmen M. DiPaolo

Dated: March 2, 2020

California Nurses Association / National Nurses Organizing Committee

By: [Signature]

Dated: March 2, 2020

**EXHIBIT 6: NON-BOARD SETTLEMENT
AGREEMENT BETWEEN WATSONVILLE
AND CNA/NNOC**

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

BEFORE: ADMINISTRATIVE LAW JUDGE ELEANOR LAWS

<p>DHSC, LLC d/b/a AFFINITY MEDICAL CENTER, COMMUNITY HEALTH SYSTEMS, INC., and / or COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION, LLC, a single employer and / or joint employers, <i>et al.</i></p> <p>and</p> <p>CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING COMMITTEE (CNA / NNOC)</p> <p>and</p> <p>UNITED STEEL, PAPER AND FORESTRY RUBBER, MANUFACTURING, ENERGY ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO</p>	<p>08-CA-117890, <i>et al.</i></p>
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NON-BOARD SETTLEMENT AGREEMENT
BETWEEN
WATSONVILLE HOSPITAL CORPORATION, INC. D/B/A WATSONVILLE
COMMUNITY HOSPITAL
AND
CALIFORNIA NURSES ASSOCIATION / NATIONAL NURSES ORGANIZING
COMMITTEE

This Settlement Agreement (“Agreement”) is entered into by and between the California Nurses Association/National Nurses Organizing Committee (“Union”) and Watsonville Hospital Corporation, Inc. d/b/a/ Watsonville Community Hospital (“Watsonville”). The Union and Barstow are referred to jointly in this Agreement, for convenience sake, as “the Parties.”

WHEREAS, the Union has filed unfair labor practice charges against Watsonville with the National Labor Relations Board (“NLRB”) in Case Numbers 32-CA- 120642 and 32-CA-124332 alleging violations of the National Labor Relations Act; and

WHEREAS, on August 19, 2016, The General Counsel of the National Labor Relations Board issued a Second Amended Consolidated Complaint (“Complaint”) against Watsonville based in material part on the unfair labor practice charges alleged in the Case Numbers listed above; and

WHEREAS the Parties wish to resolve the following allegations set forth in the Complaint, without further litigation before the NLRB:

Paragraph 117, alleging that Watsonville Community Hospital failed and refused to furnish the Union with the information set forth in Paragraphs 1 through 5, 7, and 9(d) through 9(f) of Exhibit P to the Complaint;

NOW, THEREFORE, the Parties hereby AGREE as follows:

1. **Production of Information:** Watsonville has produced and submitted to the Union documents responsive to a sufficient portion of the request for information to satisfy the Union’s request.
2. **Withdrawal of Unfair Labor Practice Charges:** On the date upon which the Union executes this Agreement, the Union shall request withdrawal of Paragraph 117 of the Complaint in a written form acceptable to the NLRB Region 8, and provide a copy Counsel for Watsonville of said request.
3. **Entire Agreement; Modifications:** This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof. This Agreement may be amended, modified, supplemented or terminated only by a written instrument executed by Barstow and the Union, and approved by the Regional Director for Region 8 of the NLRB. No other consent or approval shall be required from any other person or entity, including intended or unintended third-party beneficiaries.
4. **Severability; No Merger:** If any provision, or part of any provision, of this Agreement is held to be invalid or unenforceable to any extent, then the remainder of this Agreement shall remain in full force and effect and such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision.

5. **No Provisions Binding Until Signed:** Neither Party to this Agreement shall be bound to any of its provisions solely by the presence of such provision in any draft hereof unless and until this Agreement is signed by such Party. Each Party mutually represents to the other Party that the individuals executing this Agreement by affixing their respective signature, below, are legally authorized to execute this Agreement on behalf of the respective Party. No draft of this Agreement prepared prior to the final version mutually executed by each Party's legally authorized representative, below, shall be used by any Party, or be admissible in any proceeding, to interpret the intent of the Parties.
6. **Governing Law; Venue:** This Agreement shall be governed by Federal law and/or the law of the State of California. The venue for any dispute shall be a court of competent jurisdiction in the State of California.
7. **No Representations:** Neither Party has relied on any verbal or written representations of the other Party in deciding whether to enter into this Agreement.
8. **Non-Admissions:** Neither this signed Agreement, nor any draft of this Agreement, shall be disclosed or relied upon by any Party in any proceeding, or be admissible in any proceeding, as being probative of whether, or establishing that, Watsonville has committed or admitted any violation of the Act.
9. **Mutual Release:** The Parties agree to release and forever discharge each other and any of their affiliates, locals, officers, directors, employees, trustees, and agents from any and all claims, damages, charges, arbitrations and liability, causes of action of every kind and nature, whether known or unknown, whether discovered or undiscovered arising from any action or conduct of either Party relating to this Agreement prior to the date upon which this Agreement is executed by the respective Party. The foregoing mutual release neither waives nor supercedes the Parties' commitments with respect to NLRB Case Numbers 08-CA-117890, *et al.* and 08-CA-167313 *et al.* pursuant to the Informal Settlement Agreement dated ____.
10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one Agreement.
11. **Duration of Agreement:** This Agreement shall remain in effect until Watsonville and the Union have fully performed the obligations set forth in this Agreement and until the NLRB has approved the withdrawal of the unfair labor practice charges described in Paragraph (2), above, and shall expire upon the Parties' respective, full performance of the obligations set forth in this Agreement.

Watsonville Hospital Corporation, Inc. d/b/a Watsonville Community Hospital

By: 

Dated: 03/02, 2020

California Nurses Association / National Nurses Organizing Committee

By: 

Dated: March 2, 2020