

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

MILLINOCKET REGIONAL HOSPITAL

and

**Case Nos. 01-CA-233166
01-CA-234864
01-CA-237386**

**MAINE STATE NURSES ASSOCIATION/ NATIONAL
NURSES ORGANIZING COMMITTEE (MSNA/CNA/
NNOC) LOCAL 1082**

**MOTION TO REMAND CASE TO THE ACTING REGIONAL DIRECTOR
FOR APPROVAL OF NON-BOARD SETTLEMENT AGREEMENT**

The undersigned, pursuant to Section 102.47 of the Board's Rules and Regulations, as amended, hereby files this motion requesting that the Board remand the above-captioned cases to the Acting Regional Director for Region One for the purpose of approving the parties' non-Board settlement agreement.

1. On May 16, 2019, the Acting Regional Director issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (herein "Complaint"). The Complaint alleges that Respondent violated Section 8(a)(5) of the Act by: 1) dealing directly with its represented employees by convening Town Hall Meetings, during which Respondent's CEO presented a series of proposals without first presenting them to the Union; 2) unilaterally implementing an early retirement plan for its employees, including bargaining unit employees, without first notifying the Union or offering it an opportunity to bargain over the plan or its effects; and 3) announcing its intent to eliminate spousal health benefits for bargaining unit employees without prior notice to the Union. Additionally, the Complaint alleges that Respondent violated Section 8(a)(5), within the meaning of Section 8(d), by eliminating the spousal health benefits without the consent of the Union during the term of a collective bargaining agreement.

2. On January 13, 2020. Counsels for the General Counsel, Respondent, and the Union filed a Joint Motion and Stipulation of Facts with the Board, in which the parties set forth the factual record in this matter.

3. On March 19, 2020, the Board issued an Order Approving Stipulation, Granting Motion, and Transferring Proceeding to the Board. Briefs are currently due to be filed with the Board on or before April 24, 2020.

4. The parties have now reached a non-Board settlement resolving the issues in this matter. Specifically, the Respondent and Charging Party Union have signed a successor collective bargaining agreement effective from December 20, 2018 through December 19, 2022. That agreement includes amended health insurance language providing for spousal coverage at management's discretion. The parties have also agreed to end the freeze in step increases effective the pay period beginning April 12, 2020. Finally, Respondent will make bargaining unit employees whole for wages that would have been paid starting October 4, 2019 if no freeze had occurred and ending on April 12, 2020 when pay rates are updated to include steps.

5. This settlement effectuates the purposes and policies of the Act in that it remedies the Complaint allegations consistent with the remedial provisions of Board orders in cases involving such violations. Moreover, it meets the requirements of Independent Stave Co., 287 NLRB 740 (1987). All parties have agreed to the settlement. Respondent has not breached previous settlement agreements resolving unfair labor practice disputes. Based on the above, Counsel for the General Counsel respectfully requests that the Board remand the above-captioned cases to the Acting Regional Director for Region One for the purpose of approving the settlement agreement.

DATED at Boston, Massachusetts, this 10th day of April, 2020.

Respectfully submitted,

/s/ Elizabeth A Vorro

ELIZABETH A. VORRO

Counsel for the General Counsel

National Labor Relations Board

Region One

10 Causeway Street, Room 601

Boston, MA 02222

857-317-7806

MEMORANDUM OF AGREEMENT

By and between Millinocket Regional Hospital and the Maine State Nurses Association/NNOC/NUU

Millinocket Regional Hospital (MRH) and Maine State Nurses Association/NNOC/NUU (MSNA) (hereinafter "the parties") agree as follows in order to finalize a successor contract to replace that which was in effect from June 1, 2015 to May 31, 2017.

The parties met at various times between March 16, 2017 and October 4, 2017 in order to bargain a successor contract.

On August 17, 2017, MHR extended to MSNA an all-or-nothing proposal described as MRH Counter #4 to MSNA Economic Proposal. It offered a four-year contract from ratification, a step freeze for two years from ratification, and no general wage increases, plus other terms.

On October 4, 2017, MRH described the August 17, 2017 proposal as its last and best and final offer (LBFO) and implemented some of it including a general wage freeze and step freeze, which freeze took effect on or soon after October 4, 2017.

On December 20, 2018 MSNA accepted the LBFO without conditions.

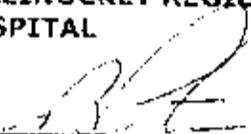
Therefore, the parties agree to a successor contract under the following terms:

1. 4-year contract, from December 20, 2018 to December 19, 2022.
2. Existing contract is modified by LBFO as accepted by MSNA and implemented by Mr. Peterson's memo to nurses dated October 20, 2017 with one exception. Delete paragraph 6 of memo and second paragraph of MRH Counter #3 to MSNA #9 Core Staffing Proposal dated October 4, 2017, both of which will be superseded by side letter agreement summarizing agreement on SCU safety line achieved after date of memo.
3. General wage freeze during duration of contract.
4. Going forward, step freeze to end effective pay period starting Sunday, April 12, 2020. Nurses to be paid prospectively at the step they would have been on as of April 12, 2020 if no freeze had occurred.
5. Looking backward, nurses to be paid back pay, without interest, for wages that would have been paid starting October 4, 2019 if no freeze had occurred and ending on April 12, 2020 when pay rates are updated to include steps. MRH will prepare a spreadsheet for MSNA setting forth amounts owed to each nurse and basis of calculations. Parties to confer on accuracy of said calculations, upon request. Retro payments payable in 13 equal weekly payments, starting with pay period that begins on April 12, 2020, or more quickly if possible. If MRH believes payments on this schedule are not feasible due to COVID 19 related reductions in revenue, parties agreed to bargain over an extension of time over which to make retro payments, but in

no event will such an extension exceed the expiration of the contract, December 19, 2022. Any nurse that retires, resigns, or otherwise terminates employment with MRH will be paid the balance of unpaid retro payments at the time of separation or next pay period thereafter.

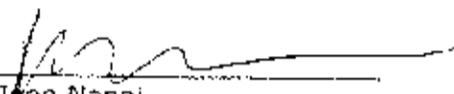
6. Parties to use best efforts to finalize and incorporate within contract seven side letter agreements (SLAs) as discussed during bargaining and as set forth in an email from MRH counsel to MSNA negotiator on February 19, 2019.
7. MSNA agrees to withdraw all pending charges it filed against MRH before the NLRB, including but not limited to Cases 01-CA-233166, 01-CA-234864, and 01-CA-237386. Union agrees to not challenge before the NLRB or elsewhere MRH's decision to terminate spousal insurance coverage effective on or about January 1, 2019. Article XXVI section 2 to be amended to reflect this understanding as follows: add at end of section "family coverage to include spouses only at management's discretion." Same language to be added at end of Article XX section 11.

**MILLINOCKET REGIONAL
HOSPITAL**

By 
Robert Peterson, CEO

Dated: 4-9-2020

**MAINE STATE NURSES
ASSOCIATION/NNOC/NNU**

By 
Jenn Nappi,
Chief Negotiator, MSNA/NNOC/NNU

Dated: 4-9-2020