

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

**Cases 08-CA-117890, et al.**

**JOINT MOTION TO MODIFY THE ALJ'S ORDER APPROVING SETTLEMENT**

Counsels for the General Counsel, Respondent Hospitals, Community Health Systems, Inc. and CHSPSC, LLC., and Charging Parties National Nurses United Party (NNOC), California Nurses Association/National Nurses Organizing Committee, AFL-CIO (CNA/NNOC) and SEIU, United Healthcare Workers – West (SEIU) respectfully move to modify ALJ's Order Approving Settlement Agreements (Order) in the following manner:

Except for the Fallbrook notice, the approved notices to employees in the Order inadvertently state that such notices are "Posted by Order of the National Labor Relation Board." In conformity with the ALJ's Order, the parties move to replace this language with, "Posted Pursuant to a Settlement Agreement Approved by an Administrative Law Judge of the National Labor Relations Board." An exhibit containing the corrected notices, which include the proposed corrected notices in CHS 1 and CHS 2, is attached.

Additionally, the parties respectfully move to correct the following errata in the Order: (1) footnote 1 erroneously refers to the collective cases as CHS 2, rather than CHS 1; and, (2) footnote 2 erroneously refers to the CHS 2 cases as "Cases 08-CA-117890, et. al.", rather than "Cases 08-CA-167313, et. al."

**DATED** at Cleveland, Ohio this 13<sup>th</sup> day of April 2020.

Respectfully Submitted,

Counsel for the General Counsel

By s/ Aaron B. Sukert

AARON B. SUKERT

National Labor Relations Board – Region 8

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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

Community Health Systems, Inc.

By s/ Leonard W. Sachs

CHPSC, LLC

By s/ Robert D. Hudson

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

By s/ Nicole Daro

SEIU, United Healthcare Workers – West (SEIU)

By s/ Bruce A. Harland

**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 13<sup>th</sup> day of April, 2020 on the following parties:

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**DATED** at Cleveland, Ohio this 13<sup>th</sup> day of April, 2020

s/ Aaron B. Sukert  
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STEPHEN M. PINCUS  
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**AMENDED EXHIBIT 2: COMBINED  
NOTICES FOR AFFINITY, BARSTOW,  
BLUEFIELD, FALLBROOK, GREENBRIER  
AND WATSONVILLE**

## **EXHIBIT 2 - AFFINITY NOTICE**

### **NOTICE TO EMPLOYEES**

#### **POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD**

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.

**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.

**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.

**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.

**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.

**DHSC, LLC, D/B/A AFFINITY MEDICAL CENTER  
("AFFINITY")**

\_\_\_\_\_  
(Employer)

**Dated:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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.nlr.gov](http://www.nlr.gov).

1240 E 9TH ST  
STE 1695  
CLEVELAND, OH 44199-2086

**Telephone:** (216)522-3715

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**



## EXHIBIT 2 - BARSTOW NOTICE

### NOTICE TO EMPLOYEES

#### POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD

(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

**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:  
[...]

*Bloggng (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.*

**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:

- (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.

**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).
- 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.

**BARSTOW INC., D/B/A BARSTOW COMMUNITY  
HOSPITAL (“BARSTOW”)**

\_\_\_\_\_  
(Employer)

**Dated:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Representative)

(Title)

*The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-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](http://www.nlr.gov).*

1240 E 9TH ST

**Telephone:** (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086

**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.

**EXHIBIT 2 - BLUEFIELD NOTICE**

**NOTICE TO EMPLOYEES**

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD**

**(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.

**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 lgs (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:

[...]

*Bloggng (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 bloggng 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.*

**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

**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)

**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 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")**

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(Employer)

**Dated:**

**By:**

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(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.nlr.gov](http://www.nlr.gov).*

1240 E 9TH ST

**Telephone:** (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086

**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.

**EXHIBIT 2- FALLBROOK NOTICE –CNA/NNOC**

**NOTICE TO EMPLOYEES**

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD**

**(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.

**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:**

**By:**

\_\_\_\_\_  
(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](http://www.nlrb.gov).*

1240 E 9TH ST

**Telephone:** (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086

## **EXHIBIT 2 - FALLBROOK NOTICE -SEIU**

### **NOTICE TO EMPLOYEES**

#### **POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD**

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.

**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:**

**By:**

\_\_\_\_\_  
(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](http://www.nlrb.gov).*

1240 E 9TH ST

**Telephone:** (216)522-3715

STE 1695

CLEVELAND, OH 44199-2086



## EXHIBIT 2- GREENBRIER NOTICE

### NOTICE TO EMPLOYEES

#### POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD

(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):

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 3<sup>rd</sup> 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.

**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.

**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 2<sup>nd</sup> and 3<sup>rd</sup> 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.

**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:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Representative)

(Title)

**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.



## EXHIBIT 2 - WATSONVILLE NOTICE

### NOTICE TO EMPLOYEES

#### POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY AN ADMINISTRATIVE LAW JUDGE OF THE NATIONAL LABOR RELATIONS BOARD

(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) :

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.*

*Blogging (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.

**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:**

**By:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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.nlr.gov](http://www.nlr.gov).*

**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