

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**Prime Healthcare Foundation – East Liverpool, LLC d/b/a
East Liverpool City Hospital**

**Cases 08-CA-272618
08-CA-272885
08-CA-277674
08-CA-279835**

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them where notices are customarily posted at the Charged Party's facility located at 425 West Fifth Street, East Liverpool, OH 43920-2405. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees who work at the facility located at 425 West Fifth Street, East Liverpool, OH 43920-2405. The message of the e-mail transmitted with the 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 08 of the National Labor Relations Board in Cases 08-CA-272618, 08-CA-272885, 08-CA-277674 and 08-CA-279835." If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

READING OF NOTICE—Within 14 days after service by the Region, Charged Party will hold a meeting or meetings during working hours, which shall be scheduled to ensure the widest possible attendance of unit employees, at which time the attached notice is to be read to employees by a responsible management official, in the presence of a Board agent and an agent of the Union (Ohio Nurses Association/AFT [American Federation of Teachers]), if the Region or the Union so desires, or, at the Respondent's option, by a Board agent in the presence of responsible management officials and, if the Union so desires, of an agent of the Union. The reading will take place at a time when the Charged Party would customarily hold meetings and must be completed between the beginning of the posting period and 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 normally announces meetings and must be approved by the Regional Director. The Notice will be read in the following languages: English. In light of the ongoing COVID-19 pandemic, all in-person attendees, including the Board agent, will wear masks covering the nose and mouth during the Notice Reading. Alternatively, the notice reading may be done in a virtual format at the direction of the Regional Director in consultation with the parties to allow for the widest possible participation by unit employees.

FACEBOOK POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its Facebook page, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. To document its compliance with this requirement, the Charged Party will submit a screen shot of the Facebook posting, along

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with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlr.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate Facebook access to the Compliance Assistant or Compliance Officer assigned to the case.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this agreement, the Charged Party will make whole the employees named in Attachment A, for the retroactive payment of wage increases, retroactive to the first full pay period following June 1, 2020, for a total amount of \$151,379.52, including backpay, interest and excess tax, by payment to each employee, as set out in Attachment A, in the amounts set forth therein. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

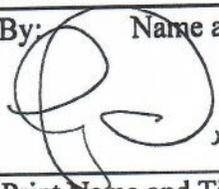
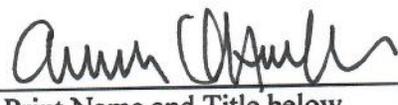
PAYMENT OF WAGES AND BENEFITS — Within 14 days from approval of this agreement, the Charged Party will make whole the former employees named in Attachment B, for the retroactive payment of wage increases, retroactive to the first full pay period following June 1, 2020 until the respective date of separation of employment for each employee listed, for a total amount of \$21,021.07, including backpay, interest and excess tax, by payment to each employee, as set out in Attachment B, in the amounts set forth therein. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

Within 14 days from approval of this agreement, the Charged Party will make whole the employees named in Attachment C, for the retroactive correction of wage rate from December 13, 2020 through February 5, 2022, for a total amount of \$5,407.20 including backpay, interest and excess tax, by payment to each employee, as set out in Attachment C, in the amounts set forth therein. The Charged Party will make appropriate withholdings for each named employee. No withholdings should be made from the interest portion of the backpay. If the Centralized Compliance Unit, on behalf of the Regional Director, is unable to locate any individual entitled to make-whole relief within one year of receipt of payment, the Regional Director will have sole discretion to redistribute the amounts owed to those individuals, provided no individual receives more than 100% of the backpay or other remedial monies they are owed. The Charged Party agrees to prepare, process, and, if applicable, mail any redistribution payments, at its own cost, pursuant to the direction of the Regional Director.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned cases, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other cases or matters. 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 cases for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

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Charged Party Prime Healthcare Foundation - East Liverpool, LLC d/b/a East Liverpool City Hospital	Charging Party Ohio Nurses Association/ AFT (American Federation of Teachers), AFL-CIO
By:  Name and Title Date , HR Director 2/23/2022 <hr/> Print Name and Title below Teri Pasco, HR Director	By:  Name and Title Date 2-25-2022 <hr/> Print Name and Title below Anne Mueller, Labor Representative
Recommended By: AARON SUKERT Field Attorney	Approved By: IVA Y. CHOE Regional Director, Region 8

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(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT 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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT threaten you, including by use of social media, that the Union's actions related to bargaining on your behalf resulted in our withholding wages and unilaterally implementing our last wage proposal.

WE WILL NOT enter into and maintain recruitment and retention bonus agreements with you that contain "at-will" provisions beyond your probationary period and that waive just cause provisions in your collective-bargaining agreement.

The **Ohio Nurses Association** is the exclusive collective-bargaining representative of our employees in the following appropriate unit:

All full-time, regular part-time and per-diem RNs employed by the Employer at its 425 East Liverpool, Ohio facility, excluding all supervisors as defined in the Act, as described in the Recognition Clause, Article 1, Definitions of the expired collective-bargaining agreement effective July 1, 2017 to May 31, 2020, as extended.

WE WILL NOT refuse to bargain in good faith with the Ohio Nurses Association.

WE WILL NOT bypass your Union and deal directly with you concerning changes in your wages, hours and working conditions., by specifically inviting employees to provide feedback on our wage proposals, or by entering into and maintaining recruitment and retention bonus agreements identified above

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT prematurely declare impasse in bargaining and **WE WILL NOT** implement any contract proposals without reaching an overall good faith impasse.

WE WILL NOT make changes to your wages, hours and working conditions, including the unilateral implementation of wage increases without the retroactive wage payment for the first full pay period following June 1, 2020 to December 12, 2020, unilateral implementation and promulgation of recruitment and retentions bonuses and agreements, and unilateral implementation of a shift bonus, without reaching an overall good faith impasse.

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WE WILL NOT, 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.

WE HAVE since provided the Union with the following information it requested on August 14, 2020, concerning the following:

- Item #2 - information concerning whether or not an RN has a nursing college degree (Associates, BSN, etc..) and certifications;
- Item #3 – information concerning RNs' hourly pay rate history;
- Item #4 – information concerning RNs assigned to surgery;
- Item #6 – information concerning RNs assigned to work mandatory overtime;
- Other Information Item #2 – information concerning ongoing bi-weekly request for list of current RN vacancies, including specific information about per diem vacant positions;
- Other Information Item #6 – information concerning current staffing grids for all nursing departments;

WE HAVE since provided the Union with the information it requested verbally on September 25 and October 9, 2020, in writing on August 14, 2020, (in Other Information Item #7), and in writing on October 22, 2020 concerning Agency RN hourly rates.

WE HAVE since provided the Union with the information it requested on October 27, 2020 concerning current vacant positions in each department.

WE HAVE since provided the Union with the information it requested verbally on November 17, 2020 concerning the method or formula utilized to calculate our position that we were offering a 5% average wage increase in our wage proposal.

WE WILL rescind any provisions in any recruitment and retention bonus agreements inconsistent with the terms of any applicable collective-bargaining agreement, and notify you that we have done so.

WE WILL provide the Union with the information it requested on August 14, 2020 concerning the following:

- Item #2 – information concerning whether or not a nurse worked as “Preceptor”;
- Item #2 – information concerning whether or not a nurse was currently assigned as a “Charge Nurse”;
- Item #7 – information concerning RNs' pay rates at time of hire since May 31, 2017;
- Item #7– copies of RNs' resume or job application which documents the RNs' prior experience and which supports our decision to hire the RN above starting rate.

WE WILL provide the Union with the information it requested on November 10, 2020 concerning the market data from the Ohio Hospital Association.

WE WILL provide the Union with the information it requested on November 18, 2020 concerning the total number of hours worked by temporary replacement RNs, by name, shift and assignment.

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WE WILL provide the Union with the information it requested on December 4, 2020 concerning the following:

- **New Information Request Item #3:** documentation we relied upon to determine that employees' Years of Experience was longer than those employees' Years of Service;
- **New Information Request Item #5:** total cost of our retroactive wage proposal, including information and methodology relied upon to calculate the retroactive amounts.

WE WILL provide the Union with the information it requested on December 10, 2020 concerning an explanation of any other unilaterally implemented changes to your terms and conditions of employment.

WE WILL provide the Union with the information it requested on January 28, 2021 regarding letters and correspondence sent to each RN concerning the amount and calculation of each RN's wage increase that was implemented effective December 13, 2020.

WE WILL provide the Union with the information it requested on June 12, 2021 concerning years of nursing experience held by each RN.

WE WILL provide the Union with the information it requested on June 23, 2021 regarding information concerning an RNs' previous employment positions, time spent in those positions, and a brief description of such employment while the person was a Registered Nurse

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made without bargaining with the Union, including those referenced herein.

WE WILL pay you for the wages and other benefits you lost, because of the changes to terms and conditions of employment that we made without bargaining to an overall good faith impasse, including our refusal to include retroactive wage increases in our implemented offer.

Prime Healthcare Foundation - East Liverpool, LLC
d/b/a East Liverpool City Hospital

(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 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative

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should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Telephone:

Hours of Operation:

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 Centralized Compliance Unit at complianceunit@nlrb.gov.

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