UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
REGION 1
10 CAUSEWAY ST
6TH FLOOR
BOSTON, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

October 26, 2012

ALAN J. MCDONALD, ESQ.
MCDONALD, LAMOND, CANZONERI & HICKERNELL
CORDAVILLE OFFICE CENTER
153 CORDAVILLE RD., STE. 320
SOUTHBOROUGH, MA 01772-1834

Re: BAYSTATE FRANKLIN MEDICAL CENTER
Case 01-CA-088287

Dear Mr. McDonald:

We have carefully investigated and considered your charge that BAYSTATE FRANKLIN MEDICAL CENTER has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have concluded that further proceedings are not warranted, and I am dismissing your charge for the following reasons.

Your charge alleges that the Employer failed to bargain in good faith by ending a bargaining session early and withdrawing part of a proposal. The investigation revealed that the totality of the Employer's conduct did not rise to the level of bad faith bargaining. Accordingly, further processing of this charge is not warranted.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlrb.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision to dismiss your charge was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, or by delivery service. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax. To file an appeal electronically, go to the Agency's website at www.nlrb.gov, click on **File Case Documents,** enter the NLRB Case Number, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street, N.W., Washington D.C. 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on November 9, 2012. If you file the appeal electronically, we will consider it timely filed if you send the appeal together with any other documents you want us to consider through the Agency's website so the transmission is completed by **no later than 11:59 p.m. Eastern Time** on the due date. If you mail the appeal or send it by a delivery service, it must be received by the Office of Appeals in Washington, D.C.

by the close of business at **5:00 p.m. Eastern Time** or be postmarked or given to the delivery service no later than November 8, 2012.

Extension of Time to File Appeal: Upon good cause shown, the General Counsel may grant you an extension of time to file the appeal. A request for an extension of time may be filed electronically, by fax, by mail, or by delivery service. To file electronically, go to www.nlrb.gov, click on **File Case Documents**, enter the NLRB Case Number and follow the detailed instructions. The fax number is (202)273-4283. A request for an extension of time to file an appeal **must be received on or before** November 9, 2012**.** A request for an extension of time that is mailed or given to the delivery service and is postmarked or delivered to the service before the appeal due date but received after the appeal due date will be rejected as untimely. Unless filed electronically, a copy of any request for extension of time should be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,

/s/ Elizabeth A. Gemperline

Elizabeth A. Gemperline
Acting Regional Director

EAG:cds

Enclosure

cc GENERAL COUNSEL
OFFICE OF APPEALS
FRANKLIN COURT BUILDING
NATIONAL LABOR RELATIONS BOARD
1099 14TH STREET, NW
WASHINGTON, DC 20570

(b) (6), (b) (7)(C)
BAYSTATE FRANKLIN MEDICAL
CENTER
164 HIGH ST
GREENFIELD, MA 01301-2613

HOWARD M. BLOOM, ESQ.
JACKSON LEWIS, LLP
75 PARK PLAZA, 4th FLOOR
BOSTON, MA 02116-3941

MICHAEL FADEL
MASSACHUSETTS NURSES
ASSOCIATION, NATIONAL NURSES
UNITED, AFL-CIO
340 TURNPIKE ST
CANTON, MA 02021-2700

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

BAYSTATE FRANKLIN MEDICAL CENTER **Case 01-CA-101607**

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, HEREBY AGREE AS FOLLOWS:

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon.

In addition to physical posting of paper notices, notices shall be distributed by e-mail. The charged party will forward a copy of the e-mail distributed to the Regional Compliance Officer.

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

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not constitute a settlement of any other case(s) or matters. This Agreement does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT — In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review. Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY.

Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No_____

Initials Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue Complaint previously issued on June 28, 2013 in the instant case [including any backpay amounts set forth in this Settlement Agreement, plus additional interest]. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party, on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon the Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case.

By entering into this Settlement Agreement, the Charged Party does not admit that it has committed any unfair labor practices within the meaning of the National Labor Relations Act.

Charged Party **BAYSTATE FRANKLIN MEDICAL CENTER**		**Charging Party** **MASSACHUSETTS NURSES ASSOCIATION**	
By: Name and Title /s/ Howard M. Bloom Attorney	Date 10-29-13	By: Name and Title /s/ Mike Fadel MNA	Date 10-30-13
Recommended By: /s/ Jo Anne P. Howlett JO ANNE P. HOWLETT, Field Attorney	Date 10-30-13	Approved By: /s/ Jonathan B. Kreisberg Regional Director, Region 1	Date 10-31-13

(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. More specifically,

WE WILL NOT fail or refuse to bargain collectively and in good faith with the Massachusetts Nurses Association (the Union) as the exclusive collective-bargaining representative of the employees listed below at our Franklin Medical Center facility in Greenfield, MA (the Unit), by failing or refusing to provide the Union with requested information that it needs to represent you, including information relating to overtime pay, surveys and studies at other Massachusetts facilities:

> All employees in the position of registered nurse and graduate nurses selected for registered nurse positions employed by Franklin Medical Center in Greenfield, Massachusetts whose primary job description is the practice of nursing, excluding the Vice President of Patient Care, Senior Nurse Managers, Supervisors, Department Heads, Directors, Nurse Managers, Assistant Nurse Managers, Clinical Resources Specialist and
> other employees of the Hospital.

WE WILL NOT prohibit you from talking about the Union or engaging in union activities in non-patient care areas, including the cafeteria.

WE WILL NOT in any similar way interfere with your rights under Federal law listed above.

WE WILL rescind our September 24, 2012 email to Case Managers that limits employees' right to talk about the Union or engage in union activities in non-patient care areas, including the cafeteria.

WE WILL provide the Union with the information it requested on October 24, 2012 and November 19, 2012 relating to overtime surveys or studies of other Massachusetts facilities.

WE WILL bargain collectively and in good faith with the Union as your exclusive collective-bargaining representative.

BAYSTATE FRANKLIN MEDICAL CENTER
(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.nlrb.gov.

10 CAUSEWAY ST
6TH FLOOR
BOSTON, MA 02222-1001

Telephone: (617)565-6700
Hours of Operation: 8:30 a m. to 5 p m.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

September 30, 2013

OLINDA MARSHALL, ESQ.
ALAN J. MCDONALD, ESQ.
MCDONALD, LAMOND, CANZONERI & HICKERNELL
352 TURNPIKE RD. STE., 310
SOUTHBOROUGH, MA 01772-1756

Re: BAYSTATE FRANKLIN MEDICAL CENTER
Case 01-CA-109092

Dear Ms. Marshall and Mr. McDonald:

We have carefully investigated and considered your charge that BAYSTATE FRANKLIN MEDICAL CENTER has violated the National Labor Relations Act.

Decision to Dismiss: The investigation disclosed insufficient evidence to establish that the Employer violated Section 8(a)(5) by making regressive proposals during contract negotiations, and by failing or refusing to supply the Union with requested information. With regard to the allegedly regressive proposals, the investigation disclosed that the Employer merely modified the effective date of its economic proposals during the course of lengthy negotiations in accordance with its initial bargaining position that it would not agree to the retroactivity of any benefits. With regard to the alleged failure to respond to the Union's information request, the investigation disclosed that the requested information concerned non-unit employees and, therefore, was not presumptively relevant. The Employer questioned the Union about the relevancy of the requested information and the Union failed to respond. Accordingly, I am refusing to issue a complaint in this matter.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlrb.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision to dismiss your charge was incorrect.

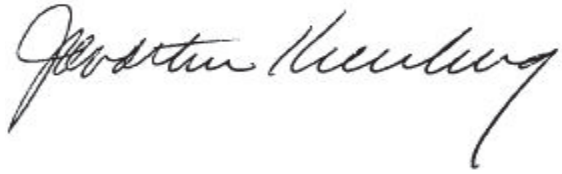
Means of Filing: An appeal may be filed electronically, by mail, or by delivery service. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax. To file an appeal electronically, go to the Agency's website at www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the General Counsel at the National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street, N.W., Washington D.C. 20570-0001. Unless filed electronically, a copy of the appeal should also be sent to me.

Appeal Due Date: The appeal is due on **October 15, 2013**. If you file the appeal electronically, we will consider it timely filed if you send the appeal together with any other documents you want us to consider through the Agency's website so the transmission is completed by **no later than 11:59 p.m. Eastern Time** on the due date. If you mail the appeal or send it by a delivery service, it must be received by the Office of Appeals in Washington, D.C. by the close of business at **5:00 p.m. Eastern Time** or be postmarked or given to the delivery service no later than October 14, 2013.

Extension of Time to File Appeal: Upon good cause shown, the General Counsel may grant you an extension of time to file the appeal. A request for an extension of time may be filed electronically, by fax, by mail, or by delivery service. To file electronically, go to www.nlrb.gov, click on **E-File Documents**, enter the NLRB Case Number and follow the detailed instructions. The fax number is (202)273-4283. A request for an extension of time to file an appeal **must be received on or before October 15, 2013.** A request for an extension of time that is mailed or given to the delivery service and is postmarked or delivered to the service before the appeal due date but received after the appeal due date will be rejected as untimely. Unless filed electronically, a copy of any request for extension of time should be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



Jonathan B. Kreisberg
Regional Director

JBK:cds

Enclosure

cc GENERAL COUNSEL
OFFICE OF APPEALS
FRANKLIN COURT BUILDING
NATIONAL LABOR RELATIONS BOARD
1099 14TH STREET, NW
WASHINGTON, DC 20570

(b) (6), (b) (7)(C)
BAYSTATE FRANKLIN MEDICAL CENTER
164 HIGH ST
GREENFIELD, MA 01301-2613

HOWARD M. BLOOM, ESQ.
JACKSON LEWIS, LLP
75 PARK PLZ FL 4
BOSTON, MA 02116-3941

MIKE FADEL, DIRECTOR OF STRATEGIC CAMPAIGNS
MASSACHUSETTS NURSES ASSOCIATION, A/W NATIONAL NURSES UNITED, AFL-CIO
CANTON CORPORATE CENTER
340 TURNPIKE STREET, 2ND FL.
CANTON, MA 02021-2700

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

January 31, 2014

ALAN MCDONALD, ESQ.
MCDONALD, LAMOND, CANZONERI & HICKERNELL
352 TURNPIKE RD. STE., 310
SOUTHBOROUGH, MA 01772-1756

Re: BAYSTATE FRANKLIN MEDICAL CENTER
Case 01-CA-117030

Dear Mr. McDonald:

We have carefully investigated and considered your charge that BAYSTATE FRANKLIN MEDICAL CENTER has violated the National Labor Relations Act.

Decision to Dismiss: The investigation disclosed that on about June 24, 2013, Employer representative informed employees that they could only talk about the Union in break rooms. On October 30, 2013, an informal Board Settlement Agreement involving the same parties was approved by the undersigned in Case 01-CA-101607, which included the posting of a Notice to Employees stating, inter alia, the following: "WE WILL NOT prohibit you from talking about the Union or engaging in union activities in non-patient care areas, including the cafeteria." As the statement at issue in this case was made well in advance of the settlement agreement, and the Union was aware of the statement at or about the time it was made, the Settlement Agreement in Case 01-CA-101607 clearly encompassed the allegations in this case, and no further remedy is necessary. Accordingly, I am refusing to issue complaint in this case.

Your Right to Appeal: You may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals. If you appeal, you may use the enclosed Appeal Form, which is also available at www.nlrb.gov. However, you are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect.

Means of Filing: An appeal may be filed electronically, by mail, by delivery service, or hand-delivered. Filing an appeal electronically is preferred but not required. The appeal MAY NOT be filed by fax or email. To file an appeal electronically, go to the Agency's website at www.nlrb.gov, click on **E-File Documents,** enter the **NLRB Case Number**, and follow the detailed instructions. To file an appeal by mail or delivery service, address the appeal to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1099 14th Street, N.W., Washington D.C. 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me.

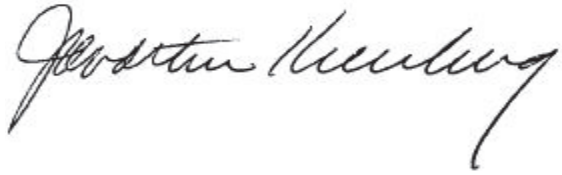
Appeal Due Date: The appeal is due on **February 14, 2014**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be

completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than **February 13, 2014**. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely**. If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before February 14, 2014.** The request may be filed electronically through the ***E-File Documents*** link on our website www.nlrb.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after February 14, 2014, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor any claim of confidentiality or privilege or any limitations on our use of appeal statements or supporting evidence beyond those prescribed by the Federal Records Act and the Freedom of Information Act (FOIA). Thus, we may disclose an appeal statement to a party upon request during the processing of the appeal. If the appeal is successful, any statement or material submitted with the appeal may be introduced as evidence at a hearing before an administrative law judge. Because the Federal Records Act requires us to keep copies of case handling documents for some years after a case closes, we may be required by the FOIA to disclose those documents absent an applicable exemption such as those that protect confidential sources, commercial/financial information, or personal privacy interests.

Very truly yours,



JONATHAN B. KREISBERG
Regional Director

JBK:njm
Enclosure

cc: (b) (6), (b) (7)(C)

BAYSTATE FRANKLIN MEDICAL CENTER
164 HIGH ST
GREENFIELD, MA 01301-2613

HOWARD M. BLOOM, ESQ.
JACKSON LEWIS, PC
75 PARK PLAZA, 4TH FLOOR
BOSTON, MA 02116-3941

MIKE FADEL, DIRECTOR
OF STRATEGIC CAMPAIGNS
MASSACHUSETTS NURSES ASSOCIATION,
A/W NATIONAL NURSES UNITED, AFL-CIO
340 TURNPIKE ST
CANTON, MA 02021-2700

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 1
10 Causeway St Fl 6
Boston, MA 02222-1001

Agency Website: www.nlrb.gov
Telephone: (617)565-6700
Fax: (617)565-6725

March 6, 2014

HOWARD M. BLOOM, ESQ.
JACKSON LEWIS, LLP
75 PARK PLAZA, 4TH FLOOR
BOSTON, MA 02116-3941

Re: BAYSTATE FRANKLIN MEDICAL CENTER
Cases 01-CA-119811 and 01-CA-121115

Dear Mr. Bloom:

This is to advise you that I have approved the withdrawal of the charges in the above cases.

Very truly yours,

/s/ Ronald S. Cohen

Ronald S. Cohen
Acting Regional Director

RSC:njm

cc: (b) (6), (b) (7)(C)

BAYSTATE FRANKLIN MEDICAL CENTER
164 HIGH ST
GREENFIELD, MA 01301-2613

MIKE FADEL, DIRECTOR
OF STRATEGIC CAMPAIGNS
MASSACHUSETTS NURSES ASSOCIATION,
A/W NATIONAL NURSES UNITED, AFL-CIO
340 TURNPIKE ST
CANTON, MA 02021-2700

ALAN MCDONALD, ESQ.
MCDONALD, LAMOND, CANZONERI
& HICKERNELL
352 TURNPIKE RD. STE., 310
SOUTHBOROUGH, MA 01772-1756

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

BAYSTATE FRANKLIN MEDICAL CENTER

and

MASSACHUSETTS NURSES ASSOCIATION

Cases 01-CA-194239
01-CA-200721
01-CA-201658
01-CA-205472
01-CA-210753
01-CA-218988
01-CA-227207
01-CA-227386

ORDER REMANDING CASE TO THE REGIONAL DIRECTOR

On February 4, 2019, on the joint request of the parties, I opened the trial telephonically and ordered that it resume on April 23. On April 16, I granted the Respondent's unopposed motion to postpone resumption until April 30.

The parties reached settlement, and on April 26, the Regional Director requested indefinite postponement of the hearing.

Accordingly,

I HEREBY ORDER that the case is remanded to the Regional Director for compliance and that it be closed before the Division of Judges.

Dated at Washington, D.C., this 26th day of April 2019.

Ira Sandron
Administrative Law Judge

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATION BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Baystate Franklin Medical Center

Cases 01-CA-194239
01-CA-200721
01-CA-201658
01-CA-205472
01-CA-210753
01-CA-218988
01-CA-227207
01-CA-227386

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 in locations at Respondent's facility at 164 High St. Greenfield, Massachusetts, where notices to employees are customarily posted, including the bulletin boards located in the break rooms in the Mother Baby Unit (MBU), the Intensive Care Unit (ICU), the Emergency Department (ED), Oncology; and outside of Human Resources. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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 listed below by payment of the amounts opposite their names The Charged Party will make appropriate withholdings for the employees. No withholdings should be made from the interest portion of the backpay.

- (b) (6), (b) (7)(C) $713.12
- [redacted] $592.96
- [redacted] $356.56
- [redacted] $315.12
- [redacted] $689.12

- (b) (6), (b) (7)(C) $799.04
- [redacted] $362.96
- [redacted] $628.16
- [redacted] $665.76
- [redacted] $560.16

- (b) (6), (b) (7)(C) $600.16
- [redacted] $592.96

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) 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, provided however, the foregoing does not supersede or modify the terms and enforceability of the Settlement Agreement and General Release among (b) (6), (b) (7)(C), the Charging Party and the Charged Party regarding Case No. 1-CA-200721 and Case No. 1-CA-212220. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s), for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes (b) (6), (b) (7)(C) No_____
(Initials) (Initials)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance by the Charged Party, within a one year period of approval by the Regional Director with the terms of this Settlement Agreement, the Regional Director may re-issue the Third Consolidated Amended Complaint that previously issued on January 25, 2019, as modified to reflect only the allegations covered by the Notice to Employees, and as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional

Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act, as amended.

Charged Party **BAYSTATE FRANKLIN MEDICAL CENTER**	**Charging Party** **MASSACHUSETTS NURSES ASSOCIATION**
By: Name and Title Date	By: Name and Title Date
/s/ (b) (6), (b) (7)(C) 4/30/19 (b) (6), (b) (7)(C) Print Name and Title below Kerry A. Damon, Sr. Dir of HR Consulting and LR	/s/ Kristen A. Barnes, Counsel 4/29/19 Print Name and Title below Kristen A. Barnes, Counsel, MNA
Recommended By: Date	Approved By: Date
/s/ Jo Anne P. Howlett 5/15/19 Jo Anne P. Howlett Counsel for the G.C.	/s/ Paul J. Murphy 5/28/19 PAUL J. MURPHY Acting Regional Director, Region 1

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

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 that interferes with these rights. More specifically,

WE WILL NOT tell you that you are prohibited from discussing the Massachusetts Nurses Association (the Union), including negotiations between us and the Union, in work and non-work areas.

WE WILL NOT threaten to call the police on, or otherwise restrict access to our facility by representatives of the Union if they are attempting to enter our facility in accordance with the collective bargaining agreement.

WE WILL NOT notify or inform bargaining unit employees who were replaced during a strike by temporary employees, other than those supplied by employment agencies with whom we made an agreement for a minimum term of employment, that their reinstatement would be delayed without legitimate and substantial business justification to do so.

WE WILL NOT delay the reinstatement after the end of a strike of those strikers represented by the Union whose replacements were not provided by employment agencies with whom we made an agreement for a minimum term of employment.

WE WILL NOT fail or refuse, by failing or refusing to furnish the Union in a timely manner with requested information that is relevant and necessary to its role as your collective-bargaining representative, to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of the following bargaining unit:

> All employees in the position of registered nurse and graduate nurses selected for registered nurse positions employed by Franklin Medical Center in Greenfield, Massachusetts whose primary job description is the practice of nursing, excluding the Vice President of Patient Care, Senior Nurse Managers, Supervisors, Department Heads, Directors, Nurse Managers, Assistant Nurse Managers, Clinical Resources Specialist and other employees of the Hospital, guards and supervisors as defined in the Act.

WE WILL NOT fail or refuse to furnish the Union in a timely manner with requested information that is relevant and necessary to its role as your collective bargaining representative.

WE WILL NOT in any similar way interfere with your rights under Federal law listed above.

WE WILL rescind or revise any rule that prohibits discussion of the Union in any area where non-work subjects may be discussed.

WE WILL allow Union representatives access to our facility in accordance with the collective bargaining agreement between us and the Union.

POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL make whole the striking employees who unconditionally offered to return to work at 6AM on June 27, 2017, at the end of the strike, and whose delay in reinstatement was without legitimate and substantial business justification for any and all losses incurred due to the denial of reinstatement of those employees to their normal shifts during the 2-day period June 27 and June 28, 2017, with interest.

WE WILL timely notify and bargain with the Union concerning any proposed changes to your wages, hours and working conditions that are subject to bargaining.

WE WILL bargain collectively and in good faith with the Union as your exclusive collective bargaining representative.

BAYSTATE FRANKLIN MEDICAL CENTER
(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. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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. You may also obtain information from the Board's website: www.nlrb.gov and the toll-free number (844) 762-NLRB (6572)

Megan M. Millar, Compliance Officer
10 Causeway Street, Sixth Floor
Boston, MA 02222-1072
Telephone: (857) 317-7816
Hours of Operation: 8:30 a.m. to 5 p.m

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SUBREGION 34
450 Main St Ste 410
Hartford, CT 06103-3078

Agency Website: www.nlrb.gov
Telephone: (860)240-3522
Fax: (860)240-3564

May 28, 2019

Howard M. Bloom, Esq.
Michael R. Bertoncini, Esq.
Jackson Lewis
75 Park Plaza 4th Floor
Boston, MA 02116-3941

Re: BAYSTATE FRANKLIN
MEDICAL CENTER
Case 01-CA-212220

Gentlemen:

The Charging Party has asked to withdraw the above charge based upon a private agreement between the parties. I have approved this request, conditioned on the performance of the undertakings in that private agreement.

The charge is subject to reinstatement for further processing if the Charging Party requests reinstatement and supports its request with evidence of non-compliance with the undertakings in the private agreement.

Very truly yours,

Michael C. Cass
Officer in Charge

cc: Rudy Renaud, Director of
Strategic Campaigns
Massachusetts Nurses Association
Canton Corporate Center
340 Turnpike St, 2nd Fl
Canton, MA 02021-2700

Alan J. McDonald, Esq.
McDonald, Lamond, Canzoneri
352 Turnpike Road, Suite 210
Southborough, MA 01772-1756

(b) (6), (b) (7)(C)
[redacted]
Baystate Franklin Medical Center
280 Chestnut St
Springfield, MA 01199-1000