

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
SUTTER BAY MEDICAL FOUNDATION DBA PALO ALTO
MEDICAL FOUNDATION**

Case 32-CA-261974

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 all locations where the Charged Party normally posts notices to bargaining unit employees in the infusion oncology department and other hematology departments at 301 Old San Francisco Road, Sunnyvale, CA and 701 E. El Camino Real, Mountain View, CA. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. 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 do so, to all employees who work at the facility located at 301 Old San Francisco Road, Sunnyvale, CA and 701 E. El Camino Real, Mountain View, CA. 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 32 of the National Labor Relations Board in Case 32-CA-261974." 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. The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Centralized Compliance Unit at complianceunit@nrlrb.gov.

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 unit employees by payment of \$7,000 in backpay and \$72 in interest equally distributed to each unit employee. The Charged Party will make appropriate withholdings for each employee. No withholdings should be made from the interest portion of the backpay.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, and does not settle any other case 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 case for any relevant purpose in the litigation of this or any other case, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence. By approving this Agreement the Regional Director withdraws any Complaint and Notice of Hearing previously issued in the above case, and the Charged Party withdraws any answer filed in response.

Recommended By:

Date

Approved By:

Date

COREEN KOPPER

Counsel for the General Counsel

VALERIE HARDY-MAHONEY

Regional Director, Region 32

(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 fail and refuse to bargain with the Engineers & Scientists of California, Local 20 (Union), the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following Unit:

All full-time and regular part-time Registered Nurses employed by the Employer in its infusion oncology department and other hematology departments at its facilities located at 301 Old San Francisco Road, Sunnyvale, CA and 701 E. El Camino Real, Mountain View, CA; excluding all other employees, Breast Health Navigators/Clinical Nurse Specialists, confidential employees, office clerical employees, guards, and supervisors as defined in the Act.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative, including information regarding scheduling gaps and per diem availability and training and tasks for traveling nurses in the oncology department.

WE WILL provide the Union with the information it requested on June 18, 2020, including information regarding scheduling gaps and per diem availability and training and tasks for traveling nurses in the oncology department.

WE WILL NOT make changes in wages, hours and working conditions without reaching an overall good faith impasse or agreement, including using traveling nurses to cover vacancies in the oncology department, absent exigent circumstances permitted by law.

WE WILL, upon request, bargain in good faith with the Union as the exclusive collective-bargain representative of unit employees, concerning the use of traveling nurses to cover vacancies in the oncology department.

WE WILL, if requested by the Union, rescind any or all unilateral changes to your terms and conditions of employment concerning the use of traveling nurses to cover vacancies in the oncology department.

WE WILL make Unit employees whole for any wages or benefits that they lost as a result of our use of traveling nurses since about June 18, 2020.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

**Sutter Bay Medical Foundation dba Palo Alto
Medical Foundation**

(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 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.

1301 Clay St Ste 300N
Oakland, CA 94612-5224

Telephone: (510)637-3300
Hours of Operation: 8:30 a.m. to 5 p.m.

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.