

## CORE PRINCIPLES

The parties agree on the following core principles regarding future potential organizing of L+M Healthcare Operating Entities (Lawrence + Memorial Hospital, L + M Medical Group, Visiting Nurse Association of Southeastern Connecticut, Westerly Hospital employees) by AFT Connecticut. The terms and conditions of this Core Principles agreement shall take effect only upon execution of a separate Global Settlement Agreement and withdrawal and/or dismissal of all pending unfair labor practice charges against Lawrence + Memorial Corporation, Lawrence + Memorial Hospital and/or L + M Medical Group filed by AFT Connecticut and any of its affiliates.

1. No coercion, intimidation or threats

Employees should be free to exercise the right to join a union or refrain from joining a union in an atmosphere free of fear, coercion, intimidation or threats.

2. No retaliation

If workers choose to unionize, there will be no negative repercussions from management for doing so. If workers choose not to unionize, there will be no negative repercussions from the Union.

3. No wage or benefit promises

During an organizing drive, management will not promise increases in pay or benefits as an enticement to persuade workers not to unionize. Similarly, the Union will not promise increases in pay or benefits to entice workers to unionize.

4. Mutual respect

In the event of an organizing drive, the parties will act in the spirit of mutual respect towards one another. The parties will endeavor to avoid negative and disparaging remarks about one another, and will reject and discourage such negative campaigning from outside corporate and community groups. Provided, however, that nothing in this agreement shall prevent either party from expressing facts and opinion as permitted by law, including but not limited to urging employees to vote for or against unionization.

5. Resolution of Disputes/Ombudsman

The parties agree to identify an Ombudsman whose sole responsibility shall be to review any assertion by one party that there has been a violation of these core principles during an organizing drive. In the event of a claimed violation, the following process shall occur:

- (i) The party asserting a violation will notify the other<sup>1</sup>, and the parties will endeavor to promptly discuss and resolve the dispute within 48 hours.
- (ii) If the parties are unable to resolve the dispute, then the party asserting a violation may request that the Ombudsman schedule a prompt meeting with both parties. Any written communication to the Ombudsman shall be copied to the other party.
- (iii) The Ombudsman shall, within a week of the alleged incident, schedule a meeting with both parties and upon completing any fact finding, communicate his opinion as to whether there has been a violation of any of the core principles and any recommended remedial actions. This will be communicated only to designated employer representatives and Union officials (see fn #1). The parties acknowledge and agree that the Ombudsman shall have no power or authority to mandate that the violating party take any specific action.
- (iv) Neither party will publicize any of the Ombudsman opinions or recommended remedial actions in any media, campaign literature or other communications vehicles (such as Facebook, Twitter, Instagram); however, the findings of the Ombudsman shall be jointly communicated by the parties to the individual or individuals who were directly impacted by the claimed violation. The parties may communicate the Ombudsman's opinion only to other persons employed at the particular L+M Healthcare Operating Entity subject to the organizing drive, provided that such communications are consistent with Section 4 (mutual respect).
- (v) Neither party may use any of the Ombudsman options or recommended remedial actions in any proceedings before the National Labor Relations Board or in support of any claimed unfair labor practice. Nothing herein, however, shall be deemed to prohibit a party from asserting that the claimed violation violates the National Labor Relations Act and from filing an unfair labor practice.

## 6. No Mandatory Meetings

During the course of any such union representational campaign, management will not require any employee to attend a meeting relating to the organizing campaign. No disciplinary or other adverse action will be taken against any employee who does not attend such meeting. Any meeting dealing with the union organizing campaign shall be separately scheduled and not a component of any other operational, staff or management meeting, and management shall inform employees that the meeting is voluntary.

## 7. Review of Core Principles

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<sup>1</sup> In the case of a claimed violation by one of the L+M Healthcare Operating Entities, the contact person shall be the senior executive of the particular operating entity. In the case of the Union it shall be the lead organizer or the field representative.

While the parties intend for the Core Principles to be ongoing, and in all cases, they shall remain in place until at least December 31, 2014. From and after December 31, 2014, either party may request to meet to review and discuss whether any of the Core Principles should be continued, modified or terminated, and following December 31, 2014, either party may, upon 30-days written notice, terminate this Agreement.

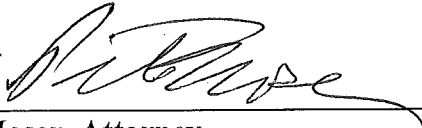
7. Media

The parties will agree upon a joint media statement announcing the resolution reached by the parties. This press release will be jointly created by the Hospital and the Union and will cover such items as the desire of the parties to fundamentally change the relationship moving forward, and will specifically reflect that the parties are committed to the success of the L+M Healthcare system and the well-being of its employees, and the parties encourage the employees to engage in the successful achievement of that mission, as well as reflecting that the Union embraces a performance-based and participatory culture where the union contributes to continual improvement of processes and shared responsibility for quality, innovation, flexibility and value.

8. Joint Announcement.

The parties will jointly announce their agreement to these Core Principles.

Lawrence and Memorial Corporation d/b/a L+M Healthcare  
Lawrence and Memorial Hospital  
L+M Physicians Association d/b/a L+M Medical Group  
Visiting Nurses Association of Southeastern Connecticut  
LMW Healthcare d/b/a Westerly Hospital



Peter Moser, Attorney

Dated: 1/29/14

AFT Connecticut



Greg Kotecki, Field Representative

Dated: 1/29/14