Agreement Between Sutter Davis Hospital and Healthcare Labor Solutions

In accordance with our conversation and mutual agreements, Sutter Davis Hospital (Employer) has entered into a verbal agreement for Professional Services of Healthcare Labor Solutions (HLS) to engage in labor relations activities.

In the event an election is held, we’ve agreed to attempt to place the employer as the center for factual information going out to employees and for our Educators to be available to answer specific questions that management employees and/or eligible voting employees might voluntarily ask relative to their work environments. We present our information in the most straightforward fashion as possible, so employees become fully informed voters. We also make our statements in the most unbiased fashion as possible, and we emphasize that eligible voting employees have an equal right to vote for a union and an equal right not to vote for a union.

We’ve agreed that fees will be charged on an hourly basis in minimum units of a quarter of an hour for all time actually expended on the employer’s behalf, plus reasonable and customary out-of-pocket business-related expenses.

We agreed to send statements showing clearly the basis of fees and charges by detailing the services rendered and costs incurred. We will send statements and expect to be paid within thirty (30) days of receiving our invoice(s). Employer reserves the right to terminate our services at any time in its sole discretion upon payment in full of all billed fees and charges. HLS acknowledges and agrees that we are an independent corporation and that nothing in this letter creates an employment relationship between the employerand HLS.

Any controversy or claim arising out of or relating to this verbal Agreement, its validity, interpretation, or the breach thereof, the parties shall first attempt to resolve by good faith negotiations for no less than thirty (30) days after the controversy or claim arises. If the parties are unable to reach a mutually satisfactory resolution, the controversy or claim shall be settled by binding arbitration in accordance with the Rules of Procedure for Arbitration of the American Arbitration Association (AAA). A single neutral arbitrator shall be appointed in accordance with the AAA Rules to resolve the dispute. The arbitrator shall be an attorney who is knowledgeable in business and labor laws, and who is experienced in labor relations and union organizing activities involving employers. The arbitrator shall award to the prevailing party all of its cost and fees, including AAA filing and administrative fees.

Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Should any party refuse to arbitrate or file a court action regarding a claim, which is subject to arbitration under this Agreement, the other party shall be entitled to recover its costs and reasonable attorneys’ fees in enforcing this arbitration agreement in court.

HLS has not made, and cannot make any representations or guarantees regarding the successful outcome of any matter or the actual amount of any fees or costs you will incur. Often, the results in a matter, and the costs and expenses are controlled by external factors beyond our control, including the factual circumstances, course of negotiations, etc.

HLS is not a law firm and therefore, any input received from our Educators should not be considered to be “legal advice”.