

Settlement Agreement between the Maine Department of Labor,  
Bureau of Labor Standards and Northern Maine Medical Center  
Inspection # 488134

This Settlement Agreement (hereinafter "Agreement") is entered into by and between the Maine Department of Labor, Bureau of Labor Standards and Northern Maine Medical Center (hereinafter "EMPLOYER") to address and resolve alleged violations of Title 26 §§ 591-A, 664, 621-A and 672 identified during Inspection # 488134.

**I. RECITALS**

EMPLOYER is a corporation in good standing authorized to conduct business in Maine. Alain Bois is EMPLOYER's Chief Operating Officer and he is authorized to bind EMPLOYER and to enter into this Agreement on its behalf.

**II. NO ADMISSION OF WRONGDOING**

EMPLOYER agrees to the terms of this Agreement but does not admit any wrongdoing or liability as to any of the violations alleged in the Maine Department of Labor, Bureau of Labor Standards Notice of Violation Letter dated October 16, 2024 (hereinafter "Notice of Violation Letter"), attached hereto.

**III. TERMS OF SETTLEMENT**

**A. Compliance Monitoring**

For two (2) years following the execution of this Agreement by the Deputy Director of the Maine Department of Labor, Bureau of Labor Standards (hereinafter "Deputy Director"), consistent with its obligations under 26 M.R.S. §§ 622 and 665, EMPLOYER shall provide the Maine Department of Labor (hereinafter "AGENCY"), access to EMPLOYER'S place(s) of business and to relevant records necessary to establish compliance with state and federal wage and hour laws and this Agreement..

**B. Employer Training (Conducted by AGENCY)**

Within sixty (60) days of its representative executing this Agreement, EMPLOYER shall contact AGENCY'S Chief Labor & Safety Inspector, Bartlett Hutchinson, at 207-623-7951 or [Bartlett.Hutchinson@maine.gov](mailto:Bartlett.Hutchinson@maine.gov), to schedule training to be conducted by AGENCY. Within one hundred eighty (180) days of EMPLOYER's representative executing this Agreement, AGENCY and EMPLOYER shall schedule a training conducted by AGENCY at which EMPLOYER'S human resources employees shall attend. EMPLOYER shall compensate employees attending this training for the time they spend at same.

### C. Notices to be Posted

Consistent with applicable law, if EMPLOYER is not doing so already, it shall post and keep posted in a place accessible to its employees the most current versions of each of the following required labor posters:

- Child Labor;
- Minimum Wage;
- Regulation of Employment;
- Whistle Blower's Protection Act;
- Sexual Harassment;
- Paid Family and Medical Leave;
- Human Trafficking Awareness; and
- Video Display Terminals (if applicable).

### D. Compromise of Penalties

EMPLOYER agrees to ensure its compliance with Maine's labor laws and agrees not to reinstitute the RN Flexible Solutions contracting program (hereinafter "program") as the program functioned at the time of the events described within the Notice of Violation Letter.

Consistent with Table 4, page 9 of the Notice of Violation Letter, EMPLOYER agrees to pay wages, liquidated damages and interest to the individuals listed below as follows:

- [REDACTED] – TWELVE THOUSAND NINE HUNDRED SIX DOLLARS AND 69/00 (\$12,906.69);
- [REDACTED] – ONE THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS AND 98/00 (\$1,822.98); and
- [REDACTED] – NINE HUNDRED SEVENTY-SEVEN DOLLARS AND 26/00 (\$977.26).

The foregoing figures are all gross and all payments shall be made less applicable withholdings and deductions. EMPLOYER shall issue or cause to be issued IRS Form W-2 to the above-listed individuals to reflect these payments.

EMPLOYER agrees to make the foregoing payments by no later than seven (7) calendar days following its representative executing this Agreement. EMPLOYER further agrees to provide proof of said payments to the Bureau by no later than seven (7) calendar days after it makes them by emailing substantiation of same to Assistant Attorney General Anne Macri.

EMPLOYER agrees to pay \$8,750 in penalties no later than fourteen (14) calendar days following its representative executing this Agreement by sending a check payable to "Treasurer, State of Maine" to the Agency's address in the Notice of Violation Letter.

AGENCY agrees to suspend enforcement of and then fully and finally waive the remaining **\$84,050** in penalties alleged in the Notice of Violation Letter if EMPLOYER complies with the terms of this Agreement and has no finally adjudicated violations of Title 26 §§ 591-A, 664, 621-A and 672 within the two-year period following the date on which its representative executes this Agreement.

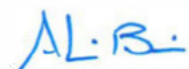
EMPLOYER acknowledges and understands that by signing this Agreement, in consideration of the suspension and potential waiver of the penalties described in the previous paragraph, EMPLOYER withdraws, with prejudice, its pending administrative appeal of these violations and the penalties, Cause Number 2024-BLS-21. EMPLOYER acknowledges that this Agreement constitutes final bureau action and waives any right to appeal this action, including any appeal pursuant to M.R. Civ. P. 80C of the penalty assessment within the Notice of Violation Letter. EMPLOYER further acknowledges and understands that this Agreement is a public document subject to Maine's Freedom of Access Act.

In the event of any breach of this Agreement, AGENCY or EMPLOYER may enforce this Agreement's terms in the Superior Courts of the State of Maine. In the event of any such litigation brought by AGENCY to enforce this Agreement, although EMPLOYER retains the right to dispute whether it has breached this Agreement, it waives any right to contest the underlying violations and resulting penalties set forth in the Notice of Violation Letter.

Signature(s)

  
\_\_\_\_\_  
John Rioux, Deputy Director  
Bureau of Labor Standards  
Maine Department of Labor

Date: 2/12/25

  
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Alain Bois, Chief Operating Officer  
Northern Maine Medical Center

Date: 2/12/2025