

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Ascension Genesys Hospital d/b/a Genesys Regional Medical Center

Cases 07-CA-279274
and 07-CA-275402

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. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facilities, including all places where the Charged Party normally posts notices to employees at its facilities located at One Genesys Parkway, Grand Blanc, Michigan, 302 Kensington, Flint, Michigan, Genesys Hurley Cancer Center located at 302 Kensington, Flint, Michigan, 3921 Beecher Road, Flint, Michigan, 1460 N. Center Road, Burton, Michigan, 8220 S. Saginaw Street, Suite 700, Grand Blanc, Michigan, 3399 Pollock Road, Suite B, Grand Blanc Michigan, and 801 Health Park Boulevard, Grand Blanc, Michigan. If the Charged Party’s places of business are currently closed and a substantial number of employees are not reporting to the facilities due to the Coronavirus pandemic or are operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Charged Party’s places of business reopen 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 Charged Party 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.

INTRANET POSTING OF NOTICE — The Charged Party will also post a copy of the Notice in English on its intranet system on the Charged Party’s “MyHR” intranet, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If the Charged Party’s places of business are currently closed or not staffed by a substantial complement of employees due to the Coronavirus pandemic, and if, while closed or not staffed by a substantial complement of employees, the Charged Party is communicating with its employees by electronic means, the notice must be posted on its intranet within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before the physical posting of the notice, the physical notice shall state at the bottom that, “This notice is the same notice previously posted electronically on [date].” To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency’s e-filing portal at www.nlr.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

E-MAILING NOTICE — The Charged Party will email a copy of the signed Notice in English to all current and former employees in the RN Unit or the Tech Unit, for whom it has an e-mail address on file, who worked at or out of its One Genesys Parkway, Grand Blanc, Michigan, 302 Kensington, Flint, Michigan, Genesys Hurley Cancer Center located at 302 Kensington, Flint, Michigan, 3921 Beecher Road, Flint, Michigan, 1460 N. Center Road, Burton, Michigan, 8220 S. Saginaw Street, Suite 700, Grand Blanc, Michigan, 3399 Pollock Road, Suite B, Grand Blanc, Michigan, and 801 Health Park Boulevard, Grand Blanc, Michigan facilities at any time since October 12, 2020. 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 07 of the National Labor Relations Board in Cases 07-CA-275402 and 07-CA-

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279274.” If the Charged Party’s places of business are currently closed or not staffed by a substantial complement of employees due to the Coronavirus pandemic, and if, while closed or not staffed by a substantial complement of employees, the Charged Party is communicating with its employees by electronic means, the notice must be emailed within 14 days after service by the Region. If the notice to be physically posted was emailed more than 60 days before the physical posting of the notice, the physical notice shall state at the bottom that, “This notice is the same notice previously posted electronically on [date].” To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all the recipients’ e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency’s e-filing portal at www.nlr.gov.

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(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 settle any other cases or matters, including but not limited to the Cases 07-CA-293712, 07-CA-296420, and 07-CA-296422. Furthermore, the Charged Party waives any litigation bar objection or defense that it might have under *Peyton Packing Company, Inc.*, 129 NLRB 1358 (1961), *Jefferson Chemical Co., Inc.*, 200 NLRB 992 (1972), and *Service Employees Local 87 (Cresleigh Mgmt.)*, 324 NLRB 774 (1997) and any settlement bar objection or defense it might have under *Hollywood Roosevelt Hotel Co.*, 235 NLRB 1397 (1978) and its progeny. 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(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.

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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.

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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 issue a Complaint that includes the allegations covered by the Notice to Employees, 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. 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 all allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board is whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. 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 Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this settlement agreement as specified by the Regional Director. 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 Charged Party at the last address provided to the General Counsel.

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.

Charged Party Ascension Genesys Hospital d/b/a Genesys Regional Medical Center		Charging Party Local 332, International Brotherhood of Teamsters (IBT)	
By:	Name and Title	Date	
	<i>Bradley Taormina</i>	2/6/2023	
Print Name and Title below		Print Name and Title below	
Bradley Taormina, Attorney for Charged Party		Dan Glass, President, Teamsters Local 332	
Recommended By:		Date	
	/s/ Daniel Molenda	2/13/23	
DANIEL MOLEND Field Examiner		Approved By:	
		Date	
		2/16/23	
		ELIZABETH KERWIN Regional Director, Region 7	

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(To be printed and posted on official Board notice form)

**SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT, A 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 interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT fail and/or refuse to bargain collectively and in good faith with **Local 332, International Brotherhood of Teamsters (IBT) (Union)** as the exclusive collective-bargaining representative for the employees in the following units (the Units):

RN Unit: All full-time, regular part-time, and per diem Registered Nurses, including those assigned as team leaders, employed by the Employer at its campuses located at One Genesys Parkway, Grand Blanc Township, 302 Kensington, Flint, Michigan and 3921 Beecher Road, Flint, Michigan; but excluding all staff development/nurse educators, nurse managers, assistant nurse managers, casual/contingent nurses, and guards and supervisors as defined in the Act.

Tech Unit: All full-time, regular part-time and per diem technical employees including Angiography Technologists, Cardiovascular Radiological Technologists, Cardiovascular Technicians, CT Technologists, Echocardiology Technicians, EEG Technicians, EKG Technicians, EKG Stress Technicians, Emergency Department Technicians, Emergency Medical Technicians, Endoscopy Technician, Health Record Specialist — Coding, Health Records Specialist — Utilization Review, Histology Technicians, Lab Technicians, Licensed Practical Nurses, Mammography Technologists, OB Technician, Paramedics, Polysomnographic Technologists, Radiation Therapists, Radiological Technologists, Remote Telemetry Technician, Certified Respiratory Therapists, Registered Respiratory Therapists, Respiratory Therapy Students, Ultrasound Technologists, and Vascular Ultrasound Technologists employed by the Employer at its facilities located at One Genesys Parkway, Grand Blanc Michigan, 302 Kensington, Flint Michigan, 3921 Beecher Road, Flint, Michigan, 1460 N. Center Road, Burton, Michigan, 8220 S. Saginaw Street, Suite 700, Grand Blanc, Michigan, 3399 Pollock Road, Suite B, Grand Blanc Michigan, and 801 Health Park Boulevard, Grand Blanc, Michigan; but excluding all office clerical employees, technical employees currently represented by a collective bargaining representative, senior health record analysts, orthopedic technicians, scheduling clerks, cardiac rehab specialists, cardiac exercise technicians, recreational therapists, nuclear med techs, all other professional employs, and guards and supervisors as defined in the Act, and all other employees.

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WE WILL NOT refuse or fail to provide to the Union upon its request information that is relevant and necessary to its role as your exclusive collective-bargaining representative.

WE WILL NOT refuse or fail to respond to the Union's information requests.

WE WILL NOT unilaterally cease providing copies of corrective action disciplines from Step 2 and above of the disciplinary process.

WE WILL NOT in any like or related manner, fail and/or refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the Units with regard to wages, rates of pay, hours of employment, and other terms and conditions of employment.

WE WILL NOT repudiate clauses in our collective bargaining agreements including those that require the Employer to provide the Union copies of corrective action disciplines from Step 2 and above of the disciplinary process.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights under Section 7 of the National Labor Relations Act.

WE WILL provide the Union with the information it requested for the RN Unit on May 15, 2020, and orally reiterated on December 29, 2020:

- Results of a PTO audit for grievance #53821 for [REDACTED]
- Results of a leave of absence audit for grievance #54279 for [REDACTED]
- Results of a Metlife audit for RN class action grievance #54321.
- Results of a PTO audit for RN class action grievance #53075.

WE WILL provide the Union with the information it requested for the RN Unit on September 1, 2020, September 8, 2020, and December 22, 2020:

- A breakdown of certain PTO information for RN [REDACTED]

WE WILL provide the Union with the information it requested for the RN Unit on December 8, 2020, and renewed on January 1, 2021, March 9, 2021 and March 29, 2021:

- A list of current RN Unit employees who have worked an extra shift, including unfilled shifts, additional shifts, and mandated shift, and the specific units worked from October 30, 2021, through January 20, 2021.
- A list of any and all RN Unit employees who did not receive the critical staffing bonus in a timely manner.

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- A list of all payroll error corrections made for RN Unit employees with the date and amount since implementation on or around October 30, 2020.

WE WILL provide the Union with the information it requested for the RN Unit on January 5, 2021, and reiterated on February 26, 2021, March 9, 2021 and March 17, 2021:

- Reports showing the usage of agency RN's, including the unit and shift assignment for each agency RN and schedules showing if they were pulled to work in a different department, from November 30, 2020, through December 30, 2020.
- Reports showing the usage of Agency RN's, including the unit and shift assignment for each agency RN and schedules showing if they were pulled to work in a different department, from November 20, 2021, through March 6, 2021.

WE WILL provide the Union with information it requested for the RN Unit on January 15, 2021:

- The Employer's policies for process and procedure for controlled substance pick-up and delivery from the pharmacy by RNs.
- The Employer's processes and procedures for RNs mixing or preparing controlled substances in IV bags.
- [REDACTED]

WE WILL provide the Union with information it requested for the RN Unit on March 19, 2021 and April 1, 2021.

- A list of all ICU RNs, including Float B RNs, who had volunteered for training and whether or not they had been mandated.
- Names of employees who had volunteered for CRRT and TNNC trainings in the ICU.

WE WILL provide the Union with the information it requested for the RN Unit on March 19, 2021:

- Information related to temporary reassignment to the MICU:
 - Posted volunteer list
 - Copies of unfilled shifts posted and awarded
 - Effective date of the initial reassignment
 - Vacated RN positions for all three shifts
 - Job postings and awarded positions

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- Additional hours worked

WE WILL provide the Union with the information it requested for the Tech Unit on December 8, 2020, and March 30, 2021:

- List of any and all Tech Unit employees and their classification who did not receive the critical staffing bonus timely or correct amount due to payroll error.
- List of all payroll error corrections made for the Tech Unit employees with date and amount since implementation.

WE WILL provide the Union with the information it requested for the Tech Unit on January 6, 2021 and April 8, 2021:

- Dates and location for upcoming Tech new hire orientation and the time the Union is scheduled to meet with new hires.

WE WILL provide the Union with the information it requested for the Tech Unit on February 26, 2021, March 22, 2021 and April 6, 2021:

- List of wages for certified and non-certified EEG technicians.

WE WILL provide the Union with information that it requested related to the RN Unit and Tech Unit:

- Copies of corrective action disciplines from Step 2 of the disciplinary process, written reprimand, and above since December 29, 2020.

WE WILL upon request, bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our Unit employees concerning wages, hours, rates of pay, and other terms and conditions of employment.

**Ascension Genesys Hospital d/b/a Genesys Regional
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 1-844-762-NLRB

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(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.

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Telephone: (313)226-3200

Hours of Operation: 8:15 a.m. to 4:45 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 above Regional Office's Compliance Officer.

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