UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

TEAMSTERS LOCAL 332,
AFFILATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

Charging Party,

Case Nos. 07-CA-296420; 07-CA-330719; 07-CA-336634; 07-CA-342651; 07-CA-348509; 07-CA-348552; 07-CA-348860; 07-CA-349102; 07-CA-362986; 07-CA-371119; 07-CA-372876; 07-CA-374328; and 07-CA-375650

HENRY FORD HEALTH GENESYS HOSPITAL,

Employer.

POSITION STATEMENT REGARDING TEAMSTERS LOCAL 332 ULP CHARGES AGAINST EMPLOYER HENRY FORD HEALTH GENESYS HOSPITAL

INTRODUCTION

This position statement relates to thirteen of the fourteen charges brought by Teamsters Local 332 ("Union") against Henry Ford Health Genesys Hospital ("Hospital") regarding negotiations over a successor agreement. Specifically, those charges are 07-CA-296420; 07-CA-330719; 07-CA-336634; 07-CA-342651; 07-CA-348509; 07-CA-348552; 07-CA-348860; 07-CA-349102; 07-CA-362986; 07-CA-371119; 07-CA-372876; 07-CA-374328; and 07-CA-375650. Since September 1, 2025, the Hospital's nurses have been on strike protesting the Hospital's refusal to bargain in good faith. The Union has been clear since the beginning that this strike was motivated in part by the Hospital's unfair labor practices, and has communicated this through various press releases, social media posts, statements made to the news media explaining

the dispute, numerous picket signs in front of the Hospital indicating that the Union was on a ULP strike, and correspondence with the Hospital and its attorney.

Despite the fact that this is very clearly an unfair labor practice strike, the Hospital has been threatening bargaining unit members who have been participating in the strike that they would not be guaranteed a job if they did not return to work before the conclusion of the strike. Further, the Hospital has publicly promised that new hires and those who abandoned the strike will not be bumped from their respective positions, unit, or shift after the strike's conclusion, even by those striking members with higher seniority. In essence, the Hospital seeks to discriminate against the nurses who built this Hospital but participated in concerted activity by rewarding those who crossed the picket line with superseniority. Worse, the Hospital is holding an agreement hostage to this unlawful intention. The Hospital's position is contrary to long-standing federal labor law prolonging what has already been a long strike and clearly violating Section 8(a)(1), (3), (5) and 8(d) of the NLRA. Charging Party demands an immediate remedy and requests 10(j) injunctive relief.

STATEMENT OF FACTS

Charging Party, Teamsters Local 332 ("Local 332" or the "Union"), is the exclusive bargaining agent for a unit of approximately 750 Registered Nurses ("RNs") employed by Respondent, Henry Ford Health Genesys Hospital and Henry Ford Health Systems as joint employers (collectively, the "Hospital"). Charging Party has been negotiating over a successor agreement since April 18, 2025. The predecessor agreement expired June 5, 2025.

1. The Hospital Begins Bargaining in Bad Faith From the Get-Go

Very early on, the Hospital demonstrated its extreme disregard for the bargaining process and the rights of the Union and members of the bargaining unit in several ways, including:

(1) refusing to provide information that is relevant to bargaining that was requested by the Union;[1]

(2) refusing to discuss, let alone budge from, its earliest proposals; and

(3) refusing to consider the Union's proposals and rejecting them outright.

(**Exhibits A, B, & C**) In response, the Union has filed over a dozen unfair labor practice charges ("ULPs") asserting that the Hospital was bargaining in bad faith in violation of Section 8(a)(1) and (5) and 8(d) of the NLRA, including one as early as March 25, 2025.[2] Several have requested 10(j) relief. At this time, none have been resolved, and the Hospital's bad faith continues to plague the bargaining process, frustrate negotiations, and undermine the Union.

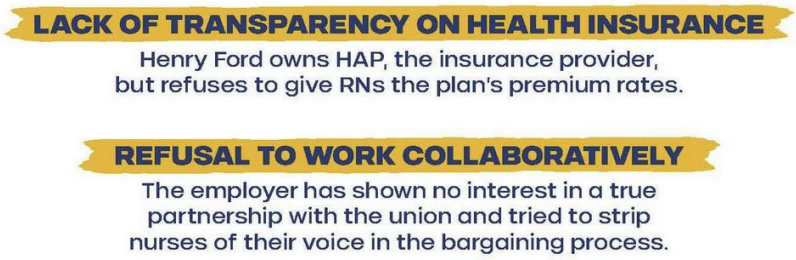
2. The Union Went on Strike Protesting the Hospital's Numerous ULPs

On September 1, 2025, the Union went on strike protesting the Hospital's unfair labor practices. The reason for this strike was clear from the outset. In a letter dated August 29th, Local 332 President, Dan Glass, emailed the Hospital explaining, "The Union has many unfair labor practice charges pending against the Employer with the NLRB. All those unfair labor practices that the Employer continues to refuse to remedy or resolve also make this difficult to have good faith bargaining take place for this RN CBA." (**Exhibit D**) On the first day of the strike (Sept 1st), the Union published the following announcement:

[1] On March 14, 2025, the Union requested information about the bargaining unit necessary to facilitate bargaining, including information regarding the medical plan covering the bargaining unit and the type of coverage in which each RN is enrolled. For example, the Union requested information regarding which tier of coverage each employee is enrolled in to determine the costs and impact of the Hospital's proposed premium hikes on the bargaining unit. The Union also submitted requests for information on April 15, May 28, July 29, July 31, August 22, September 26, September 30, October 10, October 13, October 28, November 3, November 5, November 7, and November 20, among other dates. Many of these renewed requests for information in previous requests for information that had not been provided. Despite having refused or failed to provide this information, the Hospital imposed its changes on the medical plan on November 4, 2025.

[2] NLRB Case Nos. 07-CA-296420, 330719, 33634, 342651, 348509, 348552, 348860, 349102, 362986, 371119, 327876, & 374328.

(**Exhibit E**) Since the strike began, those on the picket line can be seen carrying signs that read "ULP STRIKE" and "Henry Ford BARGAIN IN GOOD FAITH!" (**Exhibit F**) In literature titled "WHY *are* TEAMSTERS RNs *at* HENRY FORD GENESYS *on strike?*"—the Union listed among the reasons:



(**Exhibit G**) This publication directly referenced the Hospital's refusal to provide information relating to its health insurance proposal and its surface bargaining. As Dan Glass stated on November 5:

> Statement Regarding the Teamsters Henry Ford Genesys RN Strike:
>
> **Henry Ford Health continues to negotiate in bad faith, doubling down on their anti-union stance** instead of working to reach a fair agreement with the Teamsters. Our members have been committed to reaching a fair deal since day one, **yet management forced them onto the picket line for two months**. **Now, management is attempting to unilaterally impose contract terms**.

(**Exhibit H**) (emphasis added) In a subsequent press release dated November 19, 2025, announcing that the Union was filing ULP charges over the Employer declaring a false impasse, the Union stated that, "The group of 750 nurses and case managers were forced onto the picket line on Sept. 1 **due to the employer's unfair labor practices** and have been on strike since." (**Exhibit I**) (emphasis added)

The Union and its members have made it overwhelmingly clear to the public why they are on strike. As acknowledged in a letter dated September 19th by State Representatives Joey Andrews and Julie Brixie and State Senators Rosemary Bayer and John Cherry, the RNs are on strike advocating for a "**Collaborative Working Relationship** that forms a true partnership and does not undermine the voice of the registered nurses or their union" and "**Respect of the collective bargaining process**, including transparency and timely negotiations." (**Exhibit J**) In other words, it has been recognized by the public that one of the reasons for the strike has been to protest the Employer's bad faith bargaining.

In a letter dated November 3, 2025, Local 332's counsel at the time submitted a letter reiterating the purpose of the strike: "As the Union has noted previously, the Employer's other bad faith/unlawful conduct in violation of the NLRA (including the many pending and unremedied unfair labor practice charges that remain pending at the NLRB) have also, in whole or in part, led to this ULP strike." (**Exhibit K**, pgs. 8-9) "Under NLRA law, unremedied unfair labor practices continue to interfere with Union representation, bargaining, etc. (until after the status quo ante has been restored, the ULPs have been remedied, notices posted, etc.)." (*Id*. at 9) None of the ULPs have been remedied to date.

3. The Hospital Declares a False Impasse and Refuses to Bargain Over Anything Other Than "Supposals"

On November 4, 2025, the Hospital falsely declared that the parties were at an impasse, which resulted in the Union filing another ULP on November 17, 2025. (*See*: 07-CA-375650) Prior to the alleged "impasse," the parties had reached tentative agreements (TAs) on over two dozen articles in the CBA. (**Exhibit L**) Despite the Union having passed a package proposal covering all open items on August 4, 2025, the Employer decided to put forward what it characterized as its "last, best" offer ("LBO") that same bargaining session. (*Id*.)

Throughout September and October, the parties met for another fourteen bargaining sessions. The Union passed numerous proposals and revisions to proposals. (*Id*.) Many of the Union's proposals made significant modifications to previous language. For example, the Union's package on October 31st substantively revised four articles from the Union's October 20th package, including important economic items like holidays and pensions. The Hospital largely rejected any proposal passed by the Union's bargaining committee while only passing one of its own. (*Id*.) On November 4th, the Union passed yet another two proposals. (*Id*.) Again, the Hospital simply rejected each and, at the end of the November 4th bargaining session, refused to provide additional dates for bargaining. (*Id*.)

That evening, the Hospital's outside counsel, Grant Pecor, emailed the Union and the federal and state mediators declaring that "the parties have reached an impasse" and "the Hospital has decided to implement portions of its current proposals... as soon as they can be effectuated." (**Exhibit M**) Attached to that email was a document purporting to describe the changes being implemented. (*Id*.) Many of these changes were not included in the Company's LBO, including terms on staffing and wages. (*Id*.) Several unilaterally modified TAs that had already been agreed to by the parties. (*Id*.)

The very next day on November 5th, the Union's counsel emailed Mr. Pecor a letter disputing that the parties had reached impasse, reminding him that the Union had continued to modify its proposals, many Union information requests remained outstanding, and the Employer had repeatedly refused to come to the bargaining table or schedule future bargaining dates and had bargained in bad faith. (**Exhibit K**) The letter also noted that some of the terms the Employer had announced it would implement, as reflected in the document attached to Mr. Pecor's November 4th email, were not contained in or different from the Hospital's LBO. (*Id*.) The letter requested that the Hospital provide the date and time it planned to implement each term and requested future bargaining dates. (*Id*.)

The parties returned to the bargaining table on November 20th. The Union presented another package of proposals, which revised more than a dozen articles from the Union's most recent package, passed on October 31st. (*Id*.) At the table that day, the Hospital acknowledged that it had implemented many of the terms in its November 4th email, including wages, but refused to provide specifics. (*Id*.) The Hospital rejected the Union's package at the bargaining table that same day.

4. The Hospital Insists on Giving Temporary Replacements and New Hires Superseniority for Their "Loyalty" During the Strike

At the same time that the Union was making proposals and bargaining in good faith, the Hospital was mailing letters to new hires and the nurses who did not participate in the strike. On October 20, 2025, the Hospital sent a letter promising them that "Your position is secure. If and when striking workers return to work, your role will not be subject to "bumping." You are not at risk of losing your position, being terminated, or being transferred to another unit or shift." (**Exhibit N**)

On or about November 11, 2025, several nurses who were on strike received calls from SICU Manager Stephanie Ventimiglia informing them that an impasse had been declared by the Hospital and that the Union did not have to agree. (**Exhibit O**) She asked those nurses to return to work, and noted that "not everyone is getting a call," only those who "are not toxic and will not cause issues coming back." (*Id*.) That included those who made negative posts about Henry Ford on social media. (*Id*.) Moreover, she told them that if they did not come back, their positions would not be guaranteed and that the Hospital was hiring and there were only half as many positions available compared to when the nurses went on strike. (*Id*.) Additional information about these calls is available upon request.

On or about November 26, 2025, the Hospital sent a letter to the membership, including those on strike, demanding that they cross the picket line and threatening those who did not: "At the end of the strike, nurses who have not returned will have recall rights, but not bumping rights. Those returning will be placed into available roles based on seniority and qualifications. Nurses who permanently filled positions during the strike will remain in those roles." (**Exhibit P**)

After the Hospital imposed what it called its "LBO" on November 4th, the Hospital refused to bargain over proposals, instead only bargaining over "supposals." (**Exhibit O**) "Supposal" negotiations began in December 2025 under the mediation of Mark Gaffney, FMCS, and the State DOL. (*Id*.) Prior to this process, the Hospital's lead negotiator was outside counsel, Attorney Grant Pecor; from this point forward, with this round of negotiations, attorneys would not act as lead negotiators. Instead, Henry Ford's Senior Vice-President Chief Nursing Executive, Eric Wallis, whose participation up until this point had been extremely limited to one or two early bargaining sessions, was now acting as lead negotiator for the Hospital. Local 332 President Dan Glass acted as lead negotiator for the Union. The Union was prevented from discussing specifics until a deal

was reached as part of the ground rules established as a condition for engaging in "supposal" bargaining. (**Exhibit O**)

In February 2026, the Union provided a proposed Return to Work agreement which protected the rights of all members of the bargaining unit to be returned to the same job position and status that they had prior to September 1st. (**Exhibit Q**) The Hospital responded by stating it would never enter into *any* agreement that would allow returning nurses to displace those who had worked during the strike, claiming those nurses were "loyal" to the Hospital. (**Exhibit O**) Even though the parties had negotiated and confirmed "supposals" on all other outstanding issues (**Exhibit X**), the Hospital insisted that any agreement would be contingent on striking bargaining unit members being returned solely to currently open positions, without regard to seniority.

In discussions over the Hospital's unlawful demands, the Union requested the Position Control List, which describes what positions remained in the Hospital, what openings existed, and how many bargaining unit members would be affected. (*Id*.) The Hospital responded by telling the Union that roughly 200 individuals would be affected, but refused to provide the Position Control List until the Union agreed to withdraw all of the pending ULPs. (*Id*.)

The Union took a poll of the members at meetings that took place on February 18, 2026. (*Id*.) 96% of the 486 members who attended refused to accept any offer that did not protect against the displacement of picketing nurses. (*Id*.) This result was shared with the Hospital the next day. (*Id*.) The Hospital asked for the weekend to consider, and promised to be in touch.

5. The Hospital Threatens to Rip Up the "Supposals" that Had Been Negotiated Because the Union Refuses to Agree to its Unlawful Terms

On February 23rd, Mr. Wallis stated that the Hospital wanted to move forward with the supposals, given the amount of work already put into the process. Despite this, the Hospital unilaterally ended the "supposal" negotiations, threatened to impose a revised LBO that

regressively disregarded all of the mutually agreed upon supposal agreements, and only minimally changed what had been imposed on November 4, 2025. (**Exhibits O & R)** The Union will refer to that revised LBO as the Hospital's "latest last best offer" or "LLBO" to avoid confusion. In essence, the Hospital took the position that any progress that had been made over the course of months of bargaining was meaningless and would be ignored, and that the parties would be starting over from the Hospital's November imposition.

On March 2, 2026, the Hospital published an article on its website unapologetically admitting that the Union correctly identified the Hospital's intent to punish nurses who have been on strike for over six months. "We cannot compromise our core values by allowing these new team members **to be bumped out of their roles when the union returns to work**." (**Exhibit S**) (emphasis added) In no uncertain terms, the Hospital has openly and publicly stated that there will be nurses who will not be "returning to their exact position," who will only receive "preferred considerations **when opening become available**." (*Id*.) (emphasis added) If not clear enough, the Hospital stated that, "At the end of the strike, nurses who have not returned will have recall rights, **but not bumping rights**. Those returning will be placed into **available roles** based on seniority and qualifications." (*Id*.) (emphasis added) The Hospital even explained its rationale for its differential treatment of the returning nurses who are engaged in protected activity under the seniority provisions of the CBA: "It would be unfair to bump these dedicated nurses who have cared diligently for their community out of their roles." (*Id*.) In other words, the Hospital has confirmed that it seeks to reward those who it deems "dedicated," as stated by the Hospital.

On March 6, 2026, the parties met to negotiate with mediators from FMCS and MERC for the first time since the end of "supposal" bargaining. The Union's new lead negotiator, Undersigned-Attorney Keith Flynn, explained to the MERC Mediator, Jeff McCarthy, that the

Hospital's return-to-work demand was an illegal subject of bargaining, granting superseniority to those who did not participate in the strike and discriminating against nurses who did. The parties had negotiated Article 19, which addressed position eliminations and layoffs, as part of the "supposal" negotiations. (**Exhibit V**)

Article 19 states that seniority will be used to make determinations relating to displacements. (*Id*.) Mr. Flynn informed Mr. McCarthy that the Hospital's insistence on rewarding those it deemed "loyal" utterly ignored Article 19. (**Exhibit T**) According to Mr. McCarthy, the Hospital's response to this concern was that it would not agree to bump non-striking nurses, even if they had less seniority, and that any agreement going forward would be conditioned on protecting those who they deemed "loyal" to the Hospital during the strike. The Hospital refused to further engage and unilaterally ended that negotiation early.

The parties met to continue bargaining on March 11 and March 12, 2026. According to Attorney Pecor, there was never an agreement because the "supposals" were non-binding, confidential, and no longer on the table. Instead, what was left on the table was the Hospital's LLBO. (**Exhibit O**) The Union reminded Pecor that Jerald James, Director of Labor Relations for the Hospital, had sent out an email attaching the "supposals" on February 2nd stating that: "On behalf of the Henry Ford Health bargaining team, I am pleased to submit the attached supposals on behalf of Henry Ford Health Genesys. This submission includes articles we have discussed and feel we have mutual agreement in spirit." (**Exhibit X**) Pecor responded to that point, noting that, "I don't care what Jerald said. The offer on the table is the last best offer." (**Exhibit O**) The Union asked about what changed from February 2nd to March 11th. Pecor responded that the "supposals" were no longer "appropriate." (*Id*.) After further prodding, Pecor finally admitted the real reason: the Union's demand that those on strike be returned to their jobs upon their return to work. (*Id*.)

When asked about what positions are available, Pecor indicated that he was not going to provide the Union with that information because the Union had ULP charges pending. (*Id*.) When the Union made proposals or asserted rights under the NLRA, Pecor's response was: "No." "Rejected." "I don't have to." "Find it yourself." "None of your business." "File the charge—I don't care." "You failed." "I'm here to disappoint you." "Take it or leave it." (*Id*.)

On March 12, 2026, the parties once again met to bargain. (*Id*.) The Union passed four proposals based on the "supposals where there was a "mutual agreement" on February 2nd. (*Id*.) The proposal was based largely on language that the Hospital had proposed during the "supposal" negotiations. Without actually reading the Union proposal on Article 13, Pecor outright rejected the proposal without even consulting his bargaining committee. (*Id*.) After a side-caucus that lasted over an hour, the Hospital responded by providing a tentative agreement with its own language for Article 13. (*Id*.) The Union then passed a proposal on Article 18. (*Id*.) The proposal was based largely on language that the Hospital had proposed during the "supposal" negotiations. Despite this, the Hospital again caucused for over an hour. (*Id*.) A tentative agreement was reached on that article as well. (*Id*.) The Union introduced two additional proposals based on "supposals" that the Hospital had agreed to, which included the Hospital's own language. (*Id*.) The Hospital's response, provided over an hour later, was to make changes to their own proposed language, to the disadvantage of the Union. (*Id*.)

Despite having reached TA's on two articles on Thursday (March 12), on Sunday morning (March 15), Pecor sent an email notifying the Union that the Hospital was imposing its LLBO. (**Exhibit W**)

LAW AND ARGUMENT

Section 8(a)(1) of the NLRA prohibits employers from interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 7. 29 U.S.C. 158(a)(1). Section 7 guarantees the rights of employees to engage in concerted activities, including the right to strike. 29 U.S.C. 157; H. R. Rep. No. 245, 80th Cong., 1st Sess. 26. Section 8(a)(3) prohibits employers from discriminating against employees "in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization," including participation in concerted activities. 29 U.S.C. 158(a)(3). Section 8(a)(5) prohibits employers from refusing to bargain collectively with representatives of their employees. Section 8(d) of the Act defines the employer's obligation to bargain collectively as requiring the employer ""to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment."

A. The Hospital Has Bargained in Bad Faith

While the obligation to bargain in good faith does not require the employer to enter into a proposal or make a concession, an employer who enters into negotiations with a pre-determined resolve not to budge from an initial position demonstrates "an attitude inconsistent with good-faith bargaining." *General Electric Co.*, 150 NLRB 192, 196 (1964), *enfd.*, 418 F.2d 736 (2nd Cir. 1969). In determining whether an employer bargained in bad faith, the Board considers the context of the employer's total conduct in deciding "'whether the employer is engaging in hard but lawful bargaining to achieve a contract that it considers desirable or is unlawfully endeavoring to frustrate the possibility of arriving at any agreement.'" *Pub. Serv. Co. Of Okla.*, 334 NLRB 487 (2001)(quoting *Atlanta Hilton & Tower*, 271 NLRB 1600, 1603 (1984)). In other words, the totality of the circumstances, including the substance of the proposals. *Id.* at 488.

For example, “Rigid adherence to disadvantageous proposals may provide a basis for inferring bad faith." *Borden, Inc. v. NLRB*, 19 F.3d 502, 512 (10th Cir. 1994). Another example of bad faith, where an employer listened and responded to the union’s proposals, but summarily rejected all but one without providing a counterproposal. *Stevens Int’l,* 337 NLRB 143, 149-50 (2001). Also indicative of bad faith bargaining are situations where an employer refuses to execute a collective bargaining agreement that incorporates the terms agreed to, where the parties had reached a meeting of the minds on all material and substantive terms. *H.J. Heinz Co. v. NLRB*, 311 U.S. 514 (1941); *Ebon Servs.*, 298 NLRB 219, 224 (1990). Finally, withdrawing a proposal previously agreed on is unlawful where it is designed to frustrate bargaining, unless the employer can demonstrate good cause for the withdrawal. V*alley Cent. Emergency Veterinary Hosp.*, 349 NLRB 1126, 1127 (2007) (citing *Suffield Acad.*, 336 NLRB 659 (2001) & *TNT Skypak, Inc.*, 328 NLRB 468 (1998), *enfd*., 208 F.3d 362 (2d Cir. 2000)); *see also Transit Serv. Corp.*, 312 NLRB 477, 483 (1993).

Here, the Hospital has clearly bargained in bad faith. They have imposed two different “last best offers,” refused to acknowledge or implement proposal which the parties have agreed to, and modified their own proposed terms after the Union agreed to them. The Hospital has frequently refused to explain its decisions, such as its modifications to its own language on “supposal” Articles 21 and 25.

Despite the Hospital constantly withdrawing and modifying terms, the Parties would have likely come to an agreement had the Hospital not insisted on its illegal return-to-work terms. The Hospital knew that the Union would not agree to terms which did not protect the returning strikers, especially after the Union’s poll indicating 96% opposition, and yet has refused to even negotiate or consider any terms which would permit the Parties to implement the “supposals.” Even when

told that their conduct constituted an unfair labor practice, instead of defending their actions, Mr. Pecor simply challenged the Union to file a ULP and stated that any Board resolution would be too far away to matter. The clear goal of the Hospital, from the beginning, has been to erode the support for the Union, as demonstrated by their clear attempt to replace as many striking nurses as possible from their ranks.

B. The Strike was in Protest of the Hospital Bargaining in Bad Faith

Under the Act, strikes constitute concerted protected activity. *NLRB v Erie Resistor Corp*, 373 US 221, 233-34 (1963). Strikers remain employees under Section 2(3) of the Act which provides: "The term 'employee' shall include… any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute or because of any unfair labor practice, and who has not obtained any other regular and substantially equivalent employment, . . ." 29 U.S.C. 152(3).

While strikers participating in an economic strike may be permanently replaced by an employer, the same cannot be said for strikers who are protesting an employer's unfair labor practices. *NLRB v Mackay Radio & Tel Co*, 304 US 333, 345 (1938); *Mastro Plastics Corp v NLRB*, 350 US 270, 278 (1956). As such, an employee who is on a ULP strike is entitled to immediate reinstatement to their former job upon an unconditional offer to return to work. *Calex Corp. v. NLRB*, 144 F.3d 904, 911 (6th Cir. 1998); *NLRB v. Pecheur Lozenge Co.*, 209 F.2d 393 (2d Cir. 1953), *cert. denied* 347 U.S. 953, 74 S. Ct. 678 (1954). A strike is a ULP strike if it is caused or prolonged by an employer's unfair labor practices, in whole or in part. *Id.; see also: Teamsters Local Union No. 515 v. NLRB*, 906 F.2d 719 (D.C. App. 1990) ("If an unfair labor practice committed by the employer is a 'contributing cause' of a strike, then, as a matter of law, the strike must be considered an unfair labor practice strike.")

In determining whether a strike is caused or prolonged due in part to a ULP, the NLRB considers both objective and subjective facts to determine the motivation of the employees. *Spurlino Materials LLC*, 357 NLRB 1510 (Dec. 6, 2011). "This approach is complicated by the fact that employees may actually have more than one motive, i.e. they may hope to pressure their employer both to reverse its unfair labor practices and to agree to favorable economic terms. However, the law is clear that striking employees do not lose their protection from permanent replacement simply because only one of their goals is to reverse their employer's unfair labor practices, even if it is not their primary goal." *Spurlino Materials, LLC*, 357 N.L.R.B. 1510, 1519 (2011) "If an unfair labor practice had anything to do with causing the strike, it was an unfair labor practice strike." *General Drivers and Helpers Union, Local 662 v. NLRB*, 302 F.2d 908, 911 (1962) (cert. Denied 371 U.S. 827).

The ULP does not have to be the sole motivating factor or even a primary reason for the strike, reversal of the ULP only has to be part of the motivation for the strike. *Id.* This includes situations where "unlawful conduct was a factor (not necessarily the sole or predominant one) that caused a prolongation of the work stoppage." *C-Line Express,* 292 N.L.R.B. 638 (1989) "Where an employer has unlawfully... engaged in bad-faith bargaining during an economic strike, and it appears from the record that such unlawful conduct necessarily prolonged the strike, the Board has found that the economic strike has converted into an unfair labor practice strike." *Id*.

Even when a ULP striker's position no longer exists, they are still entitled to reinstatement to a substantially equivalent position. If the ULP striker was replaced by someone else, the replacement must be terminated to make room for the striking employee to return to work. *NLRB v. McKay Radio & Telegraph Co.*, 304 U.S. 333 (1938); *Mastro Plastics Corp. v. NLRB*, 350 U.S. 270 (1956); *Marchese Metal Industries*, 313 NLRB 1022, 1032 (1994).

This strike has been, from its inception, an unfair labor practice strike. Negotiations for a successor agreement began on April 18, 2025. The strike began on Sept 1st, following months of bad faith bargaining from the Hospital, which frustrated negotiations and prompted the Union to file charges on March 25 (07-CA-362986), Aug 4 (07-CA-37119), and Aug 29 (07-CA-372876). The charges alleged that the Employer was engaging in bad faith bargaining by, among other things, making unilateral changes to terms and conditions of employment, refusing to bargain over these unilateral changes, failing to provide relevant information (including among other things the RFI for essential medical coverage information underlying the instant charge), and other surface bargaining and dilatory tactics. This bad faith bargaining is what precipitated (and has prolonged) the strike.

At strike authorization meetings in July and August, the Union presented the unfair labor practice charges to the bargaining unit and explained that the strike would be an unfair labor practice strike because the Hospital had been engaging in bad faith bargaining, which had delayed negotiations and made it impossible to conclude the contract. Among other things, the Union emphasized that it was unable to evaluate the impact of and formulate a counterproposal to the Hospital's proposal on health insurance because the Hospital had not provided the basic information regarding the unit's medical coverage. At strike preparation meetings later in August the Union again presented the unfair labor practice charges to the unit and emphasized that this would be an unfair labor practice strike based on the Hospital's bad faith bargaining.

Even if the strike is found to have not begun as an unfair labor practice strike, it was converted to one on November 4, 2025, when the Hospital unilaterally implemented portions of its most recent proposal, even though the parties had not yet reached impasse (as several requests for essential information remained outstanding). This unlawful implementation has prevented the

parties from reaching agreement and prolonged the strike. Furthermore, the Hospital's insistence on unlawful return-to-work terms which discriminate against the striking employees has made it effectively impossible for the Parties to resolve the strike, causing further delay.

C. In Order to Reach a Successor Agreement, the Hospital is Insisting that the Union Acquiesce to Unlawful Discrimination Against Those Who Engaged in Concerted Activity

It is well-settled in labor law that restrictions placed on an employee returning from an economic strike can constitute unlawful discrimination under Sections 8(a)(1) and (3). *Erie Resistor Corp.*, 132 N.L.R.B. 621, 630-32 (1961). *Erie Resistor Corp.* dealt with one example of restriction that the Board held was facially discriminatory. *Id.* As the Board noted, an employer's "continued insistence on this or a similar proposal, as a condition of negotiating an agreement with the Union, constitute[s] a violation of Section 8(a)(5)." *Id.* (citing *N.L.R.B. v. Wooster Division of Borg-Warner Corporation*, 356 U.S. 342 (1958)). This decision was affirmed by the U.S. Supreme Court and has remained the law for over sixty years. *NLRB v Erie Resistor Corp*, 373 US 221, 224-26 (1963).

In *Erie Resistor Corp.*, the union had initially been out on an economic strike. 132 N.L.R.B. at 621. The employer sought replacements and told strikers that they would only have their jobs until replaced. *Id.* at 622. During negotiations, the employer informed the union that the replacements were being told that they would not be laid-off following settlement of the strike, and to meet that promise, the employer was going to accord the replacements with superseniority. *Id.* The strikers voted unanimously to continue the strike, now with the goal of ending the employer's unfair labor practice of providing the replacements with superseniority. *Id.* at 623. After the strike was unsuccessful, the employer recalled strikers in order of seniority, but refused to displace the replacements. *Id*. at 624.

Distinguishing itself from the purely economic strike contemplated in *Mackay Radio*, the Board in *Erie Resistor Corp.* noted that the employer's super-seniority plan affected the tenure of all strikers, not just those who were replaced, because *all* of the strikers were returning to work with inferior seniority. *Id.* The policy necessarily operated to the detriment of the strikers, and to the advantage of the non-strikers. On the grounds that seniority is relative by its nature, the Board found that those returning to work were being discriminated against simply because they participated in the strike. *Id.*

The Board in *Erie Resistor Corp.* further criticized the employer's decision to also give super-seniority to striking bargaining unit employees who returned to work before the strike came to a conclusion. 132 N.L.R.B. at 627. On the one hand, the promise of super-seniority was a benefit that was being used to coax striking employees to abandon the strike and return to work. *Id.*

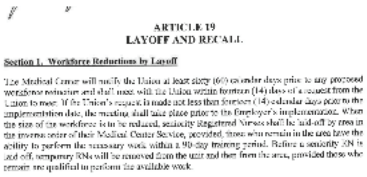
On the other hand, the Board opined that super-seniority is particularly destructive because those with low seniority have the "chance of a lifetime to gain at one stroke the security which only long years of employment could theretofore give them" while those with more seniority who participated in the strike will find that their tenure is significantly diluted. *Id.* at 628

Finally, the Board noted that super-seniority renders future bargaining difficult, if not impossible, by creating a split between two groups in the bargaining unit. 132 N.L.R.B. at 628-29. Consequently, the Board held that such a policy would be inherently discriminatory and destructive of rights afforded by Section 7, regardless of whether there was sufficient evidence establishing an employer's discriminatory motivation. *Id.* at 629.

In the matter at hand, the Hospital publicly refuses to allow nurses engaged in concerted activity to bump either Teamsters members who continued to work during the strike or new Genesys Hospital nurses who were hired after the strike began. In effect, this discriminatory

mandate prevents non-striking nurses from *ever* being bumped out of their shift or assignment, clearly rewarding new hires and those who abandoned the strike, versus nurses who remained on strike, in violation of law and the agreed upon "supposals." The Hospital has also used this form of super-seniority to publicly coax the nurses who are on strike to return to work before the strike has concluded, noting on its website: "At the end of the strike, nurses who have not returned will have recall rights, but not bumping rights. Those returning will be placed into available roles based on seniority and qualifications." In other words, if striking nurses abandon the strike early, they will receive the benefit of their seniority; those who continue will not. As was the case in *Vulcan Hart*, the Hospital is only partially reinstating employees' seniority.

The Hospital's limited response to the Union's concern is to insist that there has been significant restructuring since the strike began. Regardless of whether these claims are true (the Hospital refuses to provide the information necessary to confirm it), the parties TA'd Article 19 LAYOFF AND RECALL on June 4, 2025. (**Exhibit T**) TA'd Article provides the agreed-upon contractual mechanism for both layoff and workforce recall:



ARTICLE 19
LAYOFF AND RECALL

Section 1. Workforce Reductions by Layoff

The Medical Center will notify the Union at least sixty (60) calendar days prior to any proposed workforce reduction and shall meet with the Union within fourteen (14) days of a request from the Union to meet. If the Union's request is made not less than fourteen (14) calendar days prior to the implementation date, the meeting shall take place prior to the Employer's implementation. When the size of the workforce is to be reduced, seniority registered Nurses shall be laid off by area in the reverse order of their Medical Center Service, provided those who remain in the area have the ability to perform the necessary work within a 90-day training period. Before a seniority RN is laid off, temporary RNs will be removed from the unit and then from the area, provided those who remain are qualified to perform the available work.

(*Id.*)[4] Section 1.A of Article 19 allows nurses to displace less senior nurses and the "'least senior RN' shall then be laid off." (*Id.*) Section 2 provides that nurses "shall be recalled in Medical Center Service seniority order to positions which they are qualified." (*Id.*)

Article 19, Section 4 addresses workforce adjustments without layoffs such as the closure or merger of units and areas. The Hospital is required to meet with the Union to review business/operational conditions that necessitate the workforce adjustment and establish a mutually

agreeable process for making the adjustment that honors RN classification seniority, guarantees no layoff, and requires affected RNs to be trained to fill open positions. (*Id*.) Again, seniority is an important aspect of employment, and objectively measured, and the Hospital cannot simply disregard it in favor of employees who do not engage in protected activity.

The Hospital's published plan for granting super-seniority to non-striking nurses and new hires is directly contrary to the negotiated TA's. For example, when the Hospital mentioned the possibility of restructuring, the Union requested related information. The Hospital explicitly made compliance conditional upon the Union withdrawing its pending ULPs. To date, the Hospital has refused to provide details as to what the restructuring purportedly entails, including whether any reductions will be implemented or the nature of the purported business and operational condition necessitating such an adjustment. The Hospital has also failed to meet with the Union to mutually agree on a process for making related adjustments. Additionally, Article 19 requires layoffs and reductions in force to be conducted in order of inverse seniority by area. Section 1 clearly allows nurses to displace others with less seniority, with the "least senior RN" being laid off. Moreover, any workforce adjustment process must honor RN seniority. Under the Hospital's published plan, new hires and those who worked during the strike could never be bumped, regardless of the seniority of the nurses that participated in concerted activity. The Hospital's claim that it will respect the recall rights of the striking nurses is unbelievable, because there should not be any pending lay-offs: the Hospital has not provided any notice to the Union and there are lower seniority new-hires whose jobs are apparently not at risk.

The Hospital's only other argument to date has been that it considers this strike to be strictly over economic disputes, not unfair labor practices. The Hospital's self-serving and entirely unsupported claim flies in the face of the facts referenced above, which prove that this strike has

been in protest of the Hospital's unfair labor practice since its inception. The Hospital has never provided any basis for their public lies about the reasons for the strike.

An employer's subjective belief that a strike is an economic strike will not shield it from a ULP where it states that it will permanently replace any employees engaged in a strike, without clarifying that the replacement would only be permanent if the strike was found to be economic – constitutes a ULP. In *Grinnell Fire Prot. Sys. Co. v. NLRB*, 236 F.3d 187 (4th Cir. 2000), the court found that because "the union's strike was an unfair labor practice strike – in which case, the striking employees would have the right to be reinstated... [the employer's] letter threatened the employment status of the strikers by implying that they could be permanently replaced." *Id*. at 201.

Regardless, the Board in *Erie Resistor Corp.* noted that the employer's super-seniority plan violated not only 8(a)(1) and (3), but that the employer's insistence on that plan during bargaining also violated 8(a)(5), which prolonged the strike. 132 N.L.R.B. at 630-31. While the strike in *Erie Resistor Corp.* began as an economic strike, the insistence from the employer that it would not sign a contract without some form of superseniority played a direct role in the strike's continuation, converting the economic strike into a ULP strike. (*Id*. at 631-32)

To be clear, the Union has indicated that there would have already been a ratification vote on the "supposal" TA's, had it not been for the Hospital's latest attempt to discriminate against and threaten employees who exercised their right to engage in concerted activity. (**Exhibit W**) Attorney Pecor could not dispute that; instead, he doubled down on the Hospital's position that further negotiations would only be over the Hospital's LBO, not the hard-earned supposals that the parties spent three months negotiating. (*Id*.) Just like the employer in *Erie Resistor Corp.*, the Hospital has prolonged the strike by making any final agreement conditional upon the Union's waiver of the statutory rights of its striking members.

In *Vulcan Hart Corp. (St. Louis Div.) v. NLRB*, 718 F.2d 269 (8th Cir. 1983), the bargaining unit members initiated what was undisputedly an economic strike. At the end of the strike, the employer reinstated those employees whose jobs had not been replaced in order of least-to-most seniority. However, "returning strikers retained their previously accrued seniority for all purposes except layoff and recall." *Id*. at 273. The court found that the "partial denial of seniority constituted an unfair labor practice under section 8(a)(1)." *Id*. at 275. Even where the employer's intention was to "enhance the job security of the permanent replacements... during the strike," the court found that it needed to balance against the "strikers' rights under the Labor Act."

The *Vulcan Hart* court also considered whether the employer's unfair labor practice converted the strike from an economic strike to a ULP strike. During the strike, the employer professed a belief that the union had lost its majority support among the bargaining unit, and accordingly withdrew recognition. *Id. a*t 276. The court declined to overturn the Board's finding that the employer "Failed to show it had a good-faith belief that the union had lost its majority status," and then considered whether the withdrawal of recognition converted the strike to a ULP strike. *Id*. The court found that "Whatever goals the strikers hoped to accomplish by striking, [the employer's] withdrawal of recognition clearly prolonged the strike, because it put an end to contract negotiations." The court found that the fact that the strike had "never been formally settled" was "directly attributable" to the employer's ULP. *Id*. Accordingly, the strike was converted to a ULP strike.

Here, the strike is and continues to be in response to the Hospital's numerous unfair labor practices, as made clear by the Union's numerous publications, press releases, statements made at the table and in correspondence over bargaining, and from the picket line. Over a dozen ULP charges filed by the Union against the Hospital remain pending and unremedied. Despite this, the

Hospital is using this elongated period of investigation to its advantage by lying about the motivation behind the strike on its website. In an article dated March 6, 2026, the Hospital claimed, "Teamsters Local 332's indefinite strike at Henry Ford Genesys Hospital is an economic strike, despite the union's repeated — and unproven — claims of unfair labor practices. This point is underscored by the statement issued yesterday evening by the National Labor Relations Board's (NLRB) Region 7 office."[3] (**Exhibit U**)

Article 19, Section 4 addresses workforce adjustments without layoffs such as the closure or merger of units and areas. The Hospital is required to meet with the Union to review business/operational conditions that necessitate the workforce adjustment and establish a mutually agreeable process for making the adjustment that honors RN classification seniority, guarantees no layoff, and requires affected RNs to be trained to fill open positions. (*Id*.) Again, seniority is an important aspect of employment, and objectively measured, and the Hospital cannot simply disregard it in favor of employees who do not engage in protected activity.

In discussions on return-to-work, the Hospital appears to be of the belief that nursing positions are easily interchangeable, and that a nurse is a nurse. (**Exhibit Y**) To the contrary, depending on the position, it can take weeks, or even months of training to be fully trained in different areas of the hospital. For example, Operating Room nurses typically need six to nine months of training to fully learn the position, as opposed to interventional radiology positions, which have a standard training regimen of six weeks. (*Id*.) Under the terms of the mutually-agreed-upon "supposal" Article 21, there are departments that require such specific and extended training that nurses who bid into those departments are not permitted to bid into other departments for an

[3] The article's link to this supposed NLRB statement does not work, making it impossible for readers to verify the accuracy of the Hospital's claim.

extended period. (*Id*.) For example, nurses who accept bids for positions in the Surgical or Medical Intensive Care Units ("SICU" and "MICU") have a 24-month waiting period before they can move elsewhere in the hospital, attributable to the very specialized training required for those positions. It is unclear what will happen to nurses currently on that 24-month waiting period if they are not permitted to return to their positions under the Hospital's proposed return-to-work; whether that 24-month waiting period will be waived or whether those nurses will simply be stuck with a different status or shift until their waiting period expires and they can bid into other positions. The Hospital has not suggested any resolution to that concern.

Under Article 19 of the prior CBA, the "position control" was provided to the Union when the Hospital was contemplating restructuring or workforce adjustments so that the Parties could plan appropriately. The "position control" is a document that identifies nurses within each unit by seniority, shift, and weekend requirements. However, the Hospital refuses to provide all of the requested information unless the Union withdraws their pending ULP's. (*Id*.) During discussions, the Hospital has repeatedly raised "recall rights," under TA'd Article 19, Section 2, titled "Workforce Recall," which would only apply in the event of a layoff. Additionally, Article 19 requires 60 days' notice for any workforce readjustment, but the Hospital has not provided that notice for several anticipated closures and readjustments, such as weekend only or no-weekend positions. Despite invoking Section 2, the Hospital also continues to insist that there has not been any restructuring, reduction, or layoffs since the last contract expired. (*Id*.)

The Hospital's plan further fails to take into account the massive burden to the striking nurses that would result if the Hospital is permitted to displace them. If returning nurses are displaced and returned in order of seniority, TA'd Article 19 requires the returning nurses to bid for their replacement positions, permitting them to bump less senior nurses. (*Id*.) This, in turn,

would cause further disruptions and displacement of returning nurses, resulting in additional bidding and bumping from them, creating a domino-effect that could take weeks – or even months – to full sort out and resolve. Past department closures have resulted in similar effects, which have taken as much as two full weeks to simply complete the bidding process. Such a result is likely under the Hospital's proposed plan, as many of the most sought-after positions, typically held by the senior-most nurses, have presumably already been filled by non-striking nurses.

Some of these highly sought-after positions include Pre-Admission Testing, Special Care Nursery, Surgical ICU, and the Medical Procedures Unit. Many of these positions, such as Pre-Admission, are very low-physical labor positions; accordingly, they are highly sought after for the entire nursing staff. Pre-Admission has 13 positions, and all 13 nurses who held the position are currently on strike. These positions are almost always actually occupied by top seniority nurses, many of whom may struggle with the more physically demanding positions, and all of whom see it as a position that they earned through years of loyalty and hard work. If these positions are already occupied by new hires or non-striking, less senior nurses (which is likely, given how valuable they are seen), not only would this punish those 13 pre-admission nurses for their protected activity by stripping them of a benefit of their seniority, but this also potentially places those nurses back into highly physically demanding positions, which they may struggle with. If any of the senior nurses are not returned to their pre-strike positions, those nurses will almost certainly bump other nurses from the next most sought-after positions, which are likely held by those nurses with slightly less seniority, who will then bump the next most senior nurses, and so on.

To be clear: to the Union membership, these highly sought-after positions are a direct, tangible benefit of their seniority, which the Hospital's suggested plan intends to strip them of and

instead give to significantly less senior nurses who did not strike or crossed the strike line. It is possible that many of these positions will not have positions become available for bidding again for many years, as nurses in these positions tend to hold on to them for as long as possible. (*Id*.)

Further causing confusion and chaos would be the massive re-training that would result from this domino-effect. Contrary to the Hospital's representations, and as seen by Article 21, training in one department can be very different from training in another. It is not only possible, but likely that entire departments could find themselves full of nurses who have not been trained in that department, causing not only logistical problems and costs, but jeopardizing patient safety. The hospital could be looking at having hundreds of nurses, representing the majority of its nursing staff, shuffled around and actively in training in departments without the leadership to train them. The Hospital is outright refusing to provide the data necessary to determine who will be affected, and accordingly, making it impossible to plan for any of these possible issues in advance.

REMEDY REQUESTED

Charging Party requests a finding that Respondent-Hospital has bargained in bad faith in violation of 8(a)(1), (5), and 8(d) and discriminated against, interfered with, and coerced its employees for exercising concerted activity in violation of 8(a)(1) and (3) of the NLRA. Charging Party requests the entry of a cease-and-desist order and notice posting. Further, Charging Party requests a full make whole remedy.

Given these circumstances, Charging Party respectfully requests that Region 7 expediently seek 10(j) injunctive relief. Section 10(j) empowers the Board to petition a federal district court for injunctive relief to enjoin alleged unfair labor practices. 29 U.S.C. § 160(j). District courts apply the four-factor test governing preliminary injunctive relief:

1. Is the Plaintiff likely to succeed on the merits?

2. Is it likely that the Plaintiff will suffer irreparable harm in the absence of a preliminary injunction?
3. Does the balance of the equities tilt in favor of the preliminary injunctive relief Plaintiff is seeking? and
4. Is an injunction in the public interest? *Starbucks Corp. v. Mckinney*, 602 U.S. 339, 342 (2024); *Winter v. Natural Resources Defense Council, Inc*., 555 U.S. 7, 20 (2008).

Here, likelihood of success on the merits is clear. For the reasons stated above, the Hospital has bargained in bad faith from the outset of these negotiations as chronicled in over a dozen other ULPs that remain unremedied, including the refusal to provide requested information relating to changes in healthcare benefits that were being proposed at the bargaining table. As noted in the Union's Position Statement, submitted to the Region in Charge No. 07-CA-379127: "Including the refusal to provide requested information relating to changes in healthcare benefits that were being proposed at the bargaining table." As noted the Position Statement submitted to the Region in Charge No. 07-CA-379127: "It is doctrinally settled that failure to furnish pertinent requested information precludes impasse. *E.I. Du Pont Co.*, 346 NLRB 553, 558 (2006). Since impasse was unavailable, the Medical Center's unilateral changes were unlawful. *NLRB v. Katz*, 369 U.S. 736, 743 (1962)."

The Hospital's bad faith has only continued to worsen, with the Hospital insisting that the Union acquiesce to its members not being returned to work in the positions that they held prior to the strike as a condition of reaching any agreement. To punish the Union and its members, the Hospital has been attempting to lure new hires and striking nurses to cross the picket line promising them preferential treatment. Since the Union objected to this unfair labor practice, the Hospital has

regressively returned to its original bargaining position despite months of progress at the table. The Hospital has again falsely declared impasse and unilaterally imposed additional terms blaming the Union for the Hospital's illegality. The Union has already suffered irreparable harm, which will only be compounded if injunctive relief is not obtained. The Medical Center's failure to provide the requested information has stalled negotiations and caused hundreds of unit employees to go on strike for months. The nurses have been on strike since September 1, 2025, almost 200 days. They remain on strike protesting the numerous unremedied ULPs.

This has significantly eroded the Union's support in the bargaining unit. *See NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1573 (7th Cir. 1996). The Medical Center's subsequent unlawful imposition of terms further undermines the Union, as unilateral changes, which "strike at the heart of the union's ability to effectively represent the unit employees," *Merrill & Ring, Inc.*, 262 NLRB 392, 395 (1982), "send the message to the employees that their union is ineffectual, impotent, and unable to effectively represent them," *NLRB v. Hardesty Co.*, 308 F.3d 859, 865 (8th Cir. 2002). These significant harms will continue and compound absent § 10(j) relief, which courts have held is appropriate to "prevent irreparable harm to the union's position in the plant," *Seeler v. the Trading Port, Inc.*, 517 F.2d 33, 39 (2d Cir. 1975), and erosion of its "prestige and legitimacy," *Morio v. North American Soccer League*, 632 F.2d 217, 218 (2d Cir. 1980); *see also Lineback ex rel. NLRB v. Irving Ready–Mix Inc*., 653 F.3d 566, 570 (7th Cir. 2011) (finding that "a decline in the union's membership, loss of employee benefits, and ongoing erosion of the employer-union relationship [are] sufficient to establish irreparable harm.")

Accordingly, because "[t]he deprivation to employees from the delay in bargaining and the diminution of union support is immeasurable," *NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1573 (7th Cir. 1996), courts have not hesitated to order the rescission of unlawful unilateral changes

under § 10(j). *See Coffman v. Queen of the Valley Medical Center*, 895F.3d 717, 728 (9th Cir. 2018); *Kreisberg v. HealthBridge Management, LLC*, 732 F.3d 131, 143 (2d Cir. 2013); *Harrell v. American Red Cross*, 714 F.3d 553, 554 (7th Cir. 2013); *Frankl v. HTH Corp.*, 650 F.3d 1334 (9th Cir. 2011); *Asseo v. Centro Medico Del Turabo, Inc.*, 900 F.2d 445, 454 (1st Cir. 1990).

Lastly, the public interest in a § 10(j) case "is to ensure that an unfair labor practice will not succeed because the Board takes too long to investigate and adjudicate the charge." *Frankl*, 650 F.3d at 1365. Thus, a strong showing of likelihood of success and of likely irreparable harm establishes that § 10(j) relief is in the public interest. *Coffman*, 895F.3d at 729; *see also Bloedorn v. Francisco Foods, Inc.*, 276 F.3d at 300 ("[T]he interest at stake in a section 10(j) proceeding is 'the public interest in the integrity of the collective bargaining process'").

As argued above, Hospital's latest unfair labor practices are only prolonging that strike and obstruct negotiations over a successor agreement. Justice delayed is justice denied, which is exactly what the Hospital is counting on. The Hospital is using the delay in achieving a remedy to an unconscionable advantage. Grant Pecor has literally been taunting the Union's bargaining committee at the table to "file a charge, I don't care" and bragging that it will take years for the NLRB to do anything about it and, even then, "the Board will only order us to go back to the table and bargain." (**Exhibit O**) Pecor also bragged at the bargaining session on March 11th about one of the striking nurses who had very recently crossed the picket line to fill their original position, despite that individual's position having already been filled by a new hire who had not started yet. (*Id*.) The Hospital has further used the delays in remedying the ULPs to publicly claim that the Union's strike is an economic strike noting that, "This point is underscored by the statement issued yesterday evening by the National Labor Relations Board's (NLRB) Region 7 office." (**Exhibit**

U) Literally, the very reason why 10(j) relief is so important is the very same reason that the Hospital feels free to engage in these illegal tactics.

Respectfully submitted,

MILLER COHEN, P.L.C

/s/Keith D. Flynn
Keith D. Flynn (P74192)
7700 Second Ave, Suite 335
Detroit, MI 48202
(313) 964-4454 Phone
(313) 964-4490 Fax
kflynn@millercohen.com

Dated: March 27, 2026

Exhibit List

A. Kelly Rivera-Craine's Affidavit in Case No. 07-CA-379127 Dated March 4, 2026
B. Kelly Rivera-Craine's Affidavit in Case No. 07-CA-375650 Dated December 19, 2025
C. Kelly Rivera-Craine's Affidavit in Case No. 07-CA-362986 Dated December 29, 2025
D. Email Dated August 29, 2025 from Dan Glass
E. September 1, 2025 Announcement on Social Media
F. Signs Used On the Picket Line
G. "WHY *are* TEAMSTERS RNs *at* HENRY FORD GENESYS *on strike?*"
H. November 5, 2025 Statement from Dan Glass
I. November 19, 2025 Press Release
J. September 19, 2025 Letter from Legislators
K. Letter from Lisa Smith Dated November 5, 2025
L. KRC Summary re 07-CA-375650
M. Email from Pecor Dated November 4, 2025
N. Letter from Renee Dated October 20, 2025
O. Kelly Rivera-Craine's Position Statement Affidavit
P. Letter to Members Dated November 26, 2025
Q. Return to Work Proposal
R. Anything in writing?
S. https://www.henryford.com/news/2025/08/what-teamsters-are-saying-henry-ford-genesys-hospital
T. Article 19 TA from June 4, 2025
U. https://www.henryford.com/news/2026/03/fact-check-unfair-labor-practice-claims-henry-ford-genesys
V. Article 19 Supposal
W. Email Chain Between Flynn and Pecor
X. Email from James dated February 2nd
Y. Email Chain with Pecor Dated March 15, 2026