



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 7
110 Michigan St NW Ste 299
Grand Rapids, MI 49503-2313

Agency Website: www.nlrb.gov
Telephone: (616)456-2679
Fax: (616)456-2596

Agent's Direct Dial: (616)930-9165

March 7, 2019

Catherine Heitchue Reed, Manager
Employee and Labor Relations
Detroit Medical Center (DMC)
3663 Woodward, 4th Floor, Room 200
Detroit, MI 48201

Re: Huron Valley-Sinai Hospital
Cases 07-CA-201332, 07-CA-205971,
07-CA-213556

Dear Ms. Reed:

Enclosed is a conformed copy of the Settlement Agreement in the above matter which was approved on March 6, 2019. This letter discusses what the Employer needs to do to comply with the Agreement.

Post Notice: Enclosed are 12 copies of the Notice to Employees. In compliance with the Agreement, a responsible official of the Employer, not the Employer's attorney, must sign and date the Notices before posting them. The Notices should be posted in conspicuous locations and any other locations where notices are customarily posted for 60 consecutive days at the Employer's facility located at 1 William Carls Drive, Commerce Township, Michigan. The Employer must take reasonable steps to ensure that the Notices are not altered, defaced or covered by other material. If additional Notices are required, please let me know. During the posting period, a member of the Regional Office staff may visit the Employer's facility to inspect the Notices.

Electronic Posting: The Agreement provides that the Employer will post a copy of the Notice on its intranet site at 1 William Carls Drive, Commerce Township, Michigan and keep it continuously posted there for 60 consecutive days. The Employer will furnish the Regional Office with a paper copy of the intranet or website posting along with the attached completed Certifications of Compliance. In the event the Employer's intranet is password protected, I will contact you if it is necessary to obtain the password for the intranet site.

Electronic Mailing: The Agreement provides that the Employer will also email a copy of the signed and dated Notice to all employees who work at the facility located at 1 William Carls Drive, Commerce Township, Michigan. 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-201332, 07-CA-205971 and 07-CA-213556." The Employer

March 7, 2019

will forward a copy of that e-mail, at the time that it is sent, transmitting the Notice to Employees, with all of the recipients' e-mail addresses to the undersigned at Ethan.Ray@nlrb.gov.

Certification of Compliance: Certification of Compliance forms are also enclosed. Certification of Compliance Part One should be completed and returned by not later than **March 21, 2019 with TWO signed and dated original Notices**. The Certification of Compliance Part Two should be completed and returned by not later than March 21, 2019. If the Certifications of Compliance and signed Notices are returned via e-file or e-mail, no hard copies of the Certifications of Compliance or Notices are required.

Other Remedies: The Employer will: rescind the memorandum of February 7, 2017, wherein we directed you to not wear buttons reading "RNs Demand Safe Staffing" in any area where patients or family members are present; abide by the terms of our Interim Access Agreement and not condition access to our Commerce Township, Michigan facility and conference rooms on progress in bargaining; allow Union Representative Elizabeth Riley access to our Commerce Township, Michigan facility and conference rooms, and provide the Union with the redacted information (per the confidentiality agreement) it requested on June 22, 2017 and the unredacted information requested on January 22, 2018.

Please read all the terms of the Settlement Agreement and Notice carefully, as the Employer will be expected to comply with all such provisions. If you have any questions or if I can assist you, please let me know.

Closing the Case: When all the affirmative terms of the Settlement Agreement have been fully complied with and there are no reported violations of its negative terms, you will be notified that the case has been closed on compliance. Timely receipt of the signed and dated Notice to Employees and the Certifications of Compliance will assist the Region in closing the case in a timely manner.

Very truly yours,



Ethan N. Ray
Compliance Officer

ER/sr

Enclosures: Copy of Conformed Settlement Agreement
Notices to Employees
Certification of Compliance

cc: Amy Bachelder, Esq.
Nickelhoff & Widick PLLC
2211 E. Jefferson Ave., Ste. 200
Detroit, MI 48207

Shirlee M. Bobryk, Attorney
White Schneider PC
1223 Turner St., Ste. 200
Lansing, MI 48906

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Huron Valley-Sinai Hospital, Inc.

**Cases 07-CA-201332,
07-CA-205971, and
07-CA-213556**

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 conspicuous places where notices to employees and members are customarily posted in the facility, at 1 William Carls Drive, Commerce Charter Township, Michigan. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING — The Charged Party will also post a copy of the Notice in English, if the Charged Party customarily communicates with its employees by such means, on its Intranet site at 1 William Carls Drive, Commerce Charter Township, Michigan and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICE — The Charged Party will also e-mail a copy of the signed Notice in English, if the Charged Party customarily communicates with its employees by e-mail, to all employees who work at the facility located at 1 William Carls Drive, Commerce Charter Township, Michigan. 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 Seven of the National Labor Relations Board in Cases 07-CA-201332, 07-CA-205971, and 07-CA-213556." The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at ethan.ray@nrlrb.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 cases filed by the Charging Party relating to the June 22, 2017 request for copies of "MIDAS" (Medical Information Data Analysis System) reports from November 21, 2016 through November 27, 2016 and from January 23, 2017 through January 29, 2017; the unilateral change in the access agreement by denying access to MNA representatives, denying of access to and changing the requirements for MNA representatives use of hospital conference rooms, and by banning access to MNA's designated representative; the policy directing employees to refrain from wearing a button that stated "RNs Demand Safe Staffing" and the January 22, 2018 Information request for the calendar for existing Huron Valley Sinai Hospital conference room reservations for January 24, 26 and 28, 2018, that are set forth in Paragraphs 8, 9(a) and (b), 10, 12, 15(a) and (b), 19(a) and (b), 20(a), (b), (c) and (d), and 21 of the Second Amended Consolidated Complaint issued September 27, 2018 in the above-

captioned case(s), including all allegations covered by the attached Notice to Employees made of this Agreement, and does not settle any other case(s) or matters or other allegations in the Second Amended Consolidated Complaint. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints including the remaining allegations in the September 27, 2018 Second Amended Consolidated Complaint, 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 that evidence. By approving this Agreement the Regional Director withdraws the above listed allegations in the Second Amended Consolidated Complaint in these case(s), and the Charged Party withdraws any answer(s) filed in response to these allegations.

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.

Yes _____ No _____
 Initials Initials

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.

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 reissue the Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing previously issued on September 27, 2018 in the instant cases.

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 Huron Valley-Sinai Hospital, Inc.		Charging Party Michigan Nurses Association	
By: Name and Title	Date	By: Name and Title	Date
/s/ Catherine Heitchue Reed	3/4/19	/s/ Amy Bachelder	3/5/19
Print Name and Title below		Print Name and Title below	
Catherine Heitchue Reed		Amy Bachelder, Attorney	
Recommended By:	Date	Approved By:	Date
/s/ Donna Nixon Donna M. Nixon Counsel for the General Counsel		/s/ Terry Morgan TERRY MORGAN Regional Director, Region 7	3/6/19



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

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 promulgate rules that prohibit you from wearing buttons outside of patient care areas that support unions or issues related to unions and/or issues related to your terms and conditions of employment.

WE WILL NOT selectively enforce the existing dress code policy by unlawfully prohibiting you from wearing buttons that support unions or issues related to unions and/or issues related to your terms and conditions of employment.

WE WILL NOT refuse to bargain collectively and in good faith with Michigan Nurses Association (Union) as the exclusive collective-bargaining representative of our employees in the following appropriate unit (Unit) at our Commerce Township, Michigan facility:

All full-time, regular part-time, and contingent registered nurses (RNs) and Case Managers employed by us at our facility located at 1 William Carls Drive, Commerce Township, Michigan; but excluding all other employees, including nurse educators, senior nurse educators, clinical coordinators, coordinators, clinical coordinators pcs, nurse practitioners, clinical nurse specialists, coordinator trauma program, clinical improvement specialists, clinical resource nurses, trauma program coordinators, nurse navigators, and guards and supervisors as defined in the Act.

WE WILL NOT unilaterally modify our Interim Access Agreement with the Union and deny Union representatives access to our Commerce Township, Michigan facility, facility conference rooms or ban specific union representatives from our facility, or condition such access on progress in bargaining.



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT fail and refuse to provide necessary and relevant information requested by the Union to perform its responsibilities as the exclusive collective-bargaining representative of our employees in the Unit at our Commerce Township, Michigan facility.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL NOT in any like or related manner fail and refuse to bargain collectively and in good faith with the Union as the exclusive collective-bargaining representative of our employees in the Unit at our Commerce Township, Michigan facility.

WE WILL rescind the memorandum of February 7, 2017, wherein we directed you to not wear buttons reading "RNs Demand Safe Staffing" in any area where patients or family members are present.

WE WILL abide by the terms of our Interim Access Agreement and not condition access to our Commerce Township, Michigan facility and conference rooms on progress in bargaining.

WE WILL allow Union Representative Elizabeth Riley access to our Commerce Township, Michigan facility and conference rooms.

WE WILL provide the Union with the redacted information (per the confidentiality agreement) it requested on June 22, 2017 and the unredacted information requested on January 22, 2018.

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, hours of employment and other terms and conditions of employment.

Huron Valley-Sinai Hospital, Inc.
(Employer)

Dated: _____

By: _____
(Representative)