UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SEVEN

BEAUMONT ROYAL OAK

Respondent

and **Case 07-CA-244615**

MICHIGAN NURSES ASSOCIATION

Charging Party

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by Charging Party. It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges Respondent has violated the Act as described below.

1. (a) The charge in this proceeding was filed by the Charging Party on July 9, 2019, and a copy was served on Respondent by U.S. mail on July 10, 2019.

(b) The first amended charge in this proceeding was filed by the Charging Party on August 20, 2019, and a copy was served on Respondent by U.S. mail on August 21, 2019.

(c) The second amended charge in this proceeding was filed by the Charging Party on January 9, 2020, and a copy was served on Respondent by U.S. mail on January 13, 2020.

2. At all material times, Respondent has been a corporation with an office and place of business in Royal Oak, Michigan (Royal Oak facility), and has been engaged in operating a hospital providing inpatient and outpatient medical care.

3. (a) In conducting its operations during the calendar year ending December 31, 2019, Respondent derived gross revenues in excess of $250,000.

(b) During the period of time described above in paragraph 3(a), Respondent purchased and received at its Royal Oak facility goods valued in excess of $5,000 directly from points located outside the State of Michigan.

4. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and has been a health care institution within the meaning of Section 2(14) of the Act.

5. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

6. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act.

(b) (6), (b) (7)(C)	-	(b) (6), (b) (7)(C)

(b) At all material times, (b) (6), (b) (7)(C) held the position of Respondent's (b) (6), (b) (7)(C) and has been an agent of Respondent within the meaning of Section 2(13) of the Act:

7. Respondent, by (b) (6), (b) (7)(C), at its Royal Oak facility:

(a) In about February 2019, in the ambulance bay of the Emergency Center, coercively interrogated its employees about their union sympathies and activities, and protected concerted activities on behalf of the Charging Party.

(b) In about February 2019, in the ambulance bay of the Emergency Center, by informing employees that it was aware as to which classifications were engaged in union activities created an impression among its employees that their union activities on behalf of the Charging Party were under surveillance by Respondent.

(c) On about April 24, 2019, at a nurses' station, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling and personal/work related issues, should they select the Charging Party as their exclusive collective bargaining representative.

8. Respondent, by (b) (6), (b) (7)(C), at its Royal Oak facility:

(a) On about January 29, 2019, in (b) (6), (b) (7) (C) office, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling and vacations, should they select the Charging Party as their exclusive collective bargaining representative.

(b) On about January 29, 2019, in (b) (6), (b) (7) (C) office, threatened employees that Respondent would outsource their work should they select the Charging Party as their exclusive collective bargaining representative.

(c) On about January 29, 2019, in (b) (6), (b) (7) (C) office, by informing employees that it was aware of the union meetings created an impression among employees that their union activities on behalf of the Charging Party were under surveillance by Respondent.

(d) In about February 2019, in (b) (6), (b) (7) (C) office, coercively interrogated its employees about their union sympathies and activities, and union sympathies and activities of other employees.

(e) In about February 2019, in (b) (6), (b) (7) (C) office, solicited employee complaints and grievances and impliedly promised improved terms and conditions of employment in response to the Charging Party's organizing campaign.

(f) In about February 2019, in (b) (6), (b) (7) (C) office, threatened employees that Respondent would outsource their work should they select the Charging Party as their exclusive collective bargaining representative.

9. Respondent by (b) (6), (b) (7)(C), at its Royal Oak facility:

(a) On about April 17, 2019, in (b) (6), (b) (7) (C) office, by informing employees that their postings on a private *Facebook* group page were not private created an impression among its employees that their union activities on behalf of the Charging Party were under surveillance by Respondent.

(b) On about April 17, 2019, in (b) (6), (b) (7) (C) office, coercively interrogated its employees about their union sympathies and activities and protected concerted activities and the union sympathies and activities and protected concerted activities of other employees.

(c) On about June 27, 2019, in the human resources office, coercively interrogated its employees about their union sympathies and activities and protected concerted activities.

(d) On about June 27, 2019, in (b) (6), (b) (7) (C) office, discriminatorily enforced Respondent's Solicitation and Distribution policy by telling employees they are not permitted to bring Charging Party badge pulls to the nurses' station.

(e) On about June 27, 2019, in (b) (6), (b) (7)(C) office, discriminatorily enforced Respondent's Solicitation and Distribution policy by telling employees they are not permitted to bring Charging Party literature to the nurses' station.

(f) On about June 27, 2019, in (b) (6), (b) (7)(C) office, discriminatorily enforced Respondent's Solicitation and Distribution policy by telling employees they are not permitted to solicit employees at the nurses' station.

10. Respondent by (b) (6), (b) (7)(C), at its Royal Oak facility,

(a) On about March 27, 2019, in the pediatrics department, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling, should they select the Charging Party as their exclusive collective bargaining representative.

(b) In about May 2019, in the pediatrics department, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling and patient related issues, should they select the Charging Party as their exclusive collective bargaining representative.

(c) In about May 2019, in the pediatrics department, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling related issues, should they select the Charging Party as their exclusive collective bargaining representative.

11. Respondent by (b) (6), (b) (7)(C), at its Royal Oak facility;

(a) On about June 25, 2019, in the supply room office, coercively interrogated its employees about their union sympathies and activities and other protected concerted activities.

(b) On about June 25, 2019, in the pediatrics department, by oral announcement promulgated and since then has maintained a rule prohibiting employees from talking about unions.

12. Respondent by (b) (6), (b) (7)(C), at its Royal Oak facility:

(a) On about April 24, 2019, in the emergency center, threatened employees with loss of favorable working conditions, such as the loss of flexibility with scheduling and other issues, should they select the Charging Party as their exclusive collective bargaining representative.

(b) On about May 28, 2019, in the emergency center, discriminatorily enforced Respondent's Solicitation and Distribution policy by telling employees they are not permitted to pass out Charging Party badge pulls at the nurses' station.

(c) On about May 28, 2019, in the emergency center, discriminatorily enforced Respondent's Solicitation and Distribution policy by telling employees they are not permitted to have union related discussions at the nurses' station during work hours.

13. On about March 10, 2019, Respondent, by its agent (b) (6), (b) (7)(C), in the nursery at its Royal Oak facility, coercively interrogated its employees about their union sympathies and activities and other protected concerted activities.

14. In about May 2019, Respondent, by its agent (b) (6), (b) (7)(C), in the pediatric department at its Royal Oak facility, threatened employees with loss of favorable working conditions, such as loss of department seniority, should they select the Charging Party as their exclusive collective bargaining representative.

15. On about May 3, 2019, Respondent, by its agent (b) (6), (b) (7)(C), in 9 South at its Royal Oak facility, during a shift huddle, threatened employees with loss of favorable working conditions such as loss of flexibility with attendance related issues, should they select the Charging Party as their exclusive collective bargaining representative.

16. On about June 27, 2019, Respondent, by its agent (b) (6), (b) (7)(C), in the human resources office at its Royal Oak facility, coercively interrogated employees about their union sympathies and activities and other protected concerted activities.

17. On about June 27, 2019, Respondent, by its agent (b) (6), (b) (7)(C), in the human resources office at its Royal Oak facility, coercively interrogated employees about their union sympathies and activities and other protected concerted activities.

18. On about June 27, 2019, Respondent, by its agent (b) (6), (b) (7)(C), in the human resources office at its Royal Oak facility, coercively interrogated employees about their union sympathies and activities and other protected concerted activities.

19. About July 1, 2019, Respondent, in an employee handbook, promulgated and maintained the following rules or policies:

Policy 275 - Solicitation and Distribution on Hospital Property

a. "The distribution of literature in non-work areas must take place during non-work hours and must be performed on a face-to-face basis. Literature, intended for distribution, which is left unattended (e.g., on a table) is absolutely prohibited" as set forth in the "**DISTRIBUTION OF MATERIALS**" section.

b. "Distributes materials/literature by leaving it on a table or otherwise unattended" as set forth in the "**DISCIPLINARY ACTION**" section.

20. Since about January 9, 2019, Respondent has maintained the following rules or policies:

(1) Policy 280 – Dress Code, Grooming and Image Policy

a. "No objects of any kind may be attached to the badge, Lanyards are allowed only if they hang no lower than chest area. They may not include writing that is not Beaumont approved" as set forth in the "**FUNCTIONAL GUIDELINES, Identification Badge**" section.

b. "Wearing of jewelry, pins, buttons etc. must be in good taste and consistent with safety, professional, work environment and public image that Beaumont is committed to. Buttons and pins may not include writing that is not Beaumont approved" as set forth in the "**FUNCTIONAL GUIDELINES, Jewelry**" section.

(2) Policy 297 - Social Networking and Other Web-Based Communications

"If a media representative or non-traditional online media rep (including bloggers) contacts a Beaumont Health System employee, physician or volunteer about Beaumont Health System, its organization and its business related matters, or a patient, the contact must be handled as outlined in Beaumont Health System's Media Relations Policy" as set forth in the "**Official Spokesperson or Other Job-Specific Participation in Online Forums**" section.

(3) Unnumbered – Chain of Command Policy

"Union organization or significant rumors of union organization" as set forth in the "**SITUATION WARRANTING ESCALATION**" section.

(4) Unnumbered – News Media Relations Policy

a. "All news media requests for information about patients or any matters concerning Beaumont Health should be promptly referred to media relations representatives." as set forth in the "**Communications department authority for news media relations**" section.

b. "Employees should not speak with news media unless authorized to do so by Communications department media relations staff." as set forth in the "**Communications department authority for news media relations**" section.

c. "Employees must inform Communications when they are contacted by a vendor or outside agency about participation in a promotional project." as set forth in the "**Promotions by vendors or outside agencies**" section.

21. (a) In about February 2019, Respondent by its agents (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), at its Royal Oak facility, changed the job duties of employee (b) (6), (b) (7)(C) .

(b) Respondent engaged in the activity referenced above in paragraph 21(a) because (b) (6), (b) (7)(C) assisted the Charging Party and engaged in concerted activities and to discourage employees from engaging in these activities.

22. (a) In about (b) (6), (b) (7)(C) 2019, Respondent disciplined its employee (b) (6), (b) (7)(C) .

(b) Respondent engaged in the conduct described above in paragraph 22(a) because (b) (6), (b) (7)(C) assisted the Charging Party and engaged in other concerted activities and to discourage employees from engaging these activities.

23. By the conduct described above in paragraphs 7 through 20, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(a)(1) of the Act.

24. By the conduct described above in paragraphs 21 and 22, Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

25. The unfair labor practices of Respondent described above effect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, it is prayed that Respondent be ordered to:

1. Cease and desist from:

(a) engaging in the conduct described in paragraphs 7 through 20, or in any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed in Section 7 of the Act;

(b) engaging in the conduct described above in paragraphs 21 and 22, or any like or related manner discriminating in regard to hire or tenure or terms and conditions of employment of its employees so as to discourage their support for, membership in, assistance to, or activities on behalf the Charging Party or any labor organization;

2. Take the following affirmative action:

(a) Rescind the rules set forth above in paragraphs 19 and 20, and advise employees in writing that it has done so and is no longer giving effect to them.

(b) Rescind and expunge all discipline issued to any employees as a result of the above described rules, notify them individually, in writing that it has done so and that the discipline will not be used against them in the future in any manner, and make whole those employees who suffered financial loss due to the discipline imposed relating to the rules.

(c) Rescind and remove from Respondent's files and records all references to the discipline it issued to employee (b) (6), (b) (7)(C) in about (b) (6), (b) (7)(C) 2019, and notify (b) (6), (b) (7) (C) in writing that this has been done and that the disciplinary action imposed will not be used against (b) (6), (b) (7) (C) in any way.

(d) Post appropriate notices.

The General Counsel further prays for such other relief as may be just and proper to remedy the unfair labor practices herein alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before February 14, 2020, or postmarked on or before February 13, 2020**. Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on **E-File Documents,** enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed,

or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **April 13, 2020, 11:00 am**, at the **Patrick V. McNamara Federal Building, 477 Michigan Avenue, 5th Floor, Room 05-200**, **Detroit, Michigan**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 31, 2020

Terry Morgan
Regional Director
National Labor Relations Board - Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Attachments