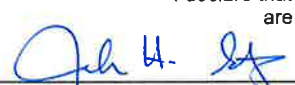


UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST LABOR ORGANIZATION  
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed

**INSTRUCTIONS:** File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Michigan Nurses Association		b. Union Representative to contact Branden Gemzer	
c. Address (Street, city, state, and ZIP code) 2310 Jolly Oak Rd Okemos MI 49441		d. Tel. No. 517 349-5640	e. Cell No. 517 220-1261
		f. Fax. No. 517 349-5818	
		g. e-mail Banden.Gemzer@minurses.org	
h. The above-named labor organization has engaged in and is engaging in unfair labor practices within the meaning of section 8(b) and (list subsections) (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) -See additional pages-			
3. Name of Employer Munson Healthcare Manistee Hospital		4a. Tel. No. 231 398-1111	b. Cell No. 231 360-1551
		c. Fax No.	
		d. e-mail kweckesser@mhc.net	
5. Location of plant involved (street, city, state and ZIP code) 1465 E. Parkdale Avenue Manistee MI 49660		6. Employer representative to contact Kim Weckesser	
7. Type of establishment (factory, mine, wholesaler, etc.) Acute care Hospital	8. Identify principal product or service Health care	9. Number of workers employed 390	
10. Full name of party filing charge Munson Healthcare Manistee Hospital			
11. Address of party filing charge (street, city, state and ZIP code) 1465 E. Parkdale Avenue Manistee MI 49660		11a. Tel. No. 231 398-1111	b. Cell No. 231 360-1551
		c. Fax No.	
		d. e-mail kweckesser@mhc.net	
12. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.  (signature of representative or person making charge)		Tel. No. 616 632-8027	
John H Gretzinger, Labor Counsel (Print/type name and title or office, if any)		Cell No. 616 443-3336	
Mika Meyers 900 Monroe Avenue NW Grand rapids MI Address 49503		Fax No. 616 632-8027	
Date June 20, 2019		e-mail JGretzinger@mikameyers.com	

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

## Unfair Labor Charge

1. West Shore Medical Center was signatory to a collective bargaining agreement with the Michigan Nurses Association ("MNA") which was effective from July 1, 2015 through December 31, 2017. On or about April 1, 2017 Munson Healthcare Manistee Hospital ("MHMH") voluntarily recognized MNA as the representative of its non-supervisory registered nurses and executed a revised collective bargaining agreement effective through December 31, 2017. The parties have been engaged in collective bargaining negotiations since October of 2017 but have been unable to reach a voluntary agreement on all of the terms of a successor agreement.

2. A mediation session was held on November 29, 2018 to attempt to reach agreement on the terms of a successor collective bargaining agreement and to address time sensitive changes to the pay period that needed to occur on December 15, 2018, and health care changes that were necessary to be implemented on January 1, 2019. On December 5, 2018 MHMH submitted its Final Offer to the MNA representatives and requested to be advised when to reserve a conference room for a ratification vote. A copy of that correspondence and Final Offer are attached as Exhibit A.

3. The MNA did not schedule a meeting to consider ratification of the December 5, 2018 Final Offer, nor did it take any actions in December 2018 to request further collective bargaining or mediation sessions or to submit any revised proposals.

4. There were numerous communications between MHMH and the MNA on contract administration matters during the period between January 1, 2019 and May 1, 2019, but at no time did MNA provide any response to the MHMH Final Offer of December 5, 2018 or request any further collective bargaining sessions.

5. In April 2019 the premium costs for the health care insurance for the July 1, 2019 to June 30, 2020 plan year became known and open enrollment was scheduled for the period from May 8, 2019 through May 22, 2019. The December 5, 2019 Final Offer contained projected health insurance costs for the next insurance plan year, and receipt of the actual premiums required revision of some of the proposals to be accurate. Contact was made with Branden Gemzer who indicated that the dates of May 16 and 17, 2019 would work, with May 20, 2019 as a backup date. After confirming that Mediator Sedrowski could be available to assist the parties on May 16 and 17, 2019, those dates were confirmed for collective bargaining.

6. A revised proposal of April 30, 2019 was prepared with information applicable to the next health care year which would start on July 1, 2019, and that proposal was submitted to Mr. Gemzer on May 1, 2019. A copy of that proposal and its submission correspondence is attached as Exhibit B.

7. The parties met on May 16, 2019 and discussed the outstanding issues with the assistance of Mediator Sedrowski. At the beginning of that session the MNA presented its response to the April 30, 2019 proposal and a proposal regarding the impact of the elimination of the OB Department. It was the position of the MNA that no severance packages could be implemented

without being provided to and approved by the bargaining team/Labor representative prior to being made available to the affected nurse. After substantial discussion, MHMH made a revised proposal of May 16, 2019 that addressed all outstanding issues. The parties then adjourned with the MNA to respond on May 17, 2019. Copies of the May 16, 2019 proposals are attached as Exhibit C.

8. On May 17, 2019, the parties met and received a revised proposal from the MNA. A copy of the proposal is attached as Exhibit D. After discussion regarding the revised proposal, MHMH prepared and provided MNA with its Final Offer of May 17, 2019. A copy of this Final Offer is attached as Exhibit E. After discussion of that Final Offer it was agreed that the Final Offer would be presented for consideration at a May 28, 2019 meeting of the MNA membership.

9. A review of the May 17, 2019 MNA proposal and the MHMH Final Offer of May 17, 2019 reveals the following differences:

(a) MHMH proposes to change the definition of part time registered nurse from working 32 hours every two weeks to working 40 hours every two weeks to conform to Munson's 20 hours per week work standard for defining a regular part time nurse. MNA opposed that change.

(b) MHMH proposes to remove "and time off from approved PTO" from the definition of the calculation of overtime to conform with Munson's time keeping practices. MNA opposed this change and appears to incorrectly believe that this somehow impacts accrual of PTO even though Section 16.0 specifically includes PTO as hours worked for accrual purposes.

(c) MHMH proposes to set the annual pension contribution at 3.00% of their wages effective as of January 1, 2019 and establish on ratification a Hospital match of 2/3 of a dollar for every dollar of employee voluntary contribution, with a maximum additional Hospital contribution of 2.00%. MNA agreed with the retirement proposal but proposed an additional payment equal to 3.00% of the wages that would have been due from January 1, 2019 to ratification if the wages were made retroactive.

(d) MNA proposed a 4.00% wage increase retroactive to January 1, 2019, with a lump sum bonus of \$625 and an additional 3.00% wage increase on January 1, 2020. MHMH proposed a 4.00% wage increase as of ratification and an additional 2.00% wage increase on January 1, 2020. MHMH also proposed a ratification bonus of \$800 to each full time nurse and \$400 to each regular part-time nurse provided that the proposal was ratified by 5 pm on May 29, 2019.

(e) MHMH proposed that the shift differential be paid only to those employees who worked at least 4 hours in the afternoon (3 pm to 11 pm) or evening (11 pm to 7 am) shift. The MNA proposed to continue the practice of paying shift differential to anyone who worked during those periods so that employees who worked a regular 8-5 schedule would receive two hours of shift differential.

(f) MNA proposed to modify the bumping provision to eliminate the longtime provision that provides "If a unit closes the Registered Nurses in the unit will be laid off. Layoffs shall not be by laying off the least senior Registered Nurses in the Bargaining Unit."

(g) MHMH proposed severance pay for OB Nurses if an agreement was reached by May 29, 2019.

10. MHMH believed that this proposal would be acceptable to employees in the unit if they were advised of its provisions and a copy of the Final Offer was sent to all employees on May 23, 2019 with a cover letter addressing its terms, a copy of which is attached as Exhibit F.

11. Late on the afternoon of May 24, 2019, Mr. Gemzer advised MHMH that there would be no ratification vote on May 28, 2019 and proposed additional bargaining dates of June 6, 7 and 12, 2019. Ms. Weckesser responded on May 28, 2019 accepting the proposed June 12, 2019 bargaining session.

12. On June 10, 2019, Ms. Weckesser contacted Mr. Gemzer to confirm the June 12, 2019 bargaining session, but was advised that he would let her know on June 11, 2019 if the scheduled session would be held. Ms. Weckesser was subsequently advised on June 11, 2019 that there would be no June 12, 2019 bargaining session but no additional dates were proposed by MNA.

13. The course of conduct by the MNA by the MNA and its representatives during the last six months exhibits a refusal to bargain in good faith in violation of Section 8(b)(3).