UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

**TRINITY HEALTH-MICHIGAN d/b/a
TRINITY HEALTH ANN ARBOR HOSPITAL,**

Respondent

and **Case No. 07-CA-348449**

**SERVICE EMPLOYEES INTERNATIONAL
UNION HEALTHCARE MICHIGAN,**

Charging Party

Patricia Fedewa, Esq.,
for the General Counsel.
Brian D. Shekell, Esq.,
For Respondent.

DECISION[1]

Renée D. McKinney, Administrative Law Judge.

STATEMENT OF THE CASE

On August 12, 2024, Charging Party Service Employees International Union Healthcare Michigan filed an unfair labor practice charge against Respondent Trinity Health-Michigan d/b/a Trinity Health Ann Arbor Hospital, docketed by Region 7 of the Board as Case Number 07-CA-348449. The initial charge was served on August 16, 2024. A first amended charge was filed on August 29, 2024 and served on August 30, 2024. A second amended charge was filed on July 8, 2025 and served on July 10, 2025.

[1] I use the following abbreviations in this decision: "Tr." for transcript; "GCX" for General Counsel exhibit; "RX" for Respondent exhibit; "JX" for joint exhibits; "GC Br." for the General Counsel's brief; and "R. Br." for Respondent's brief. Although I have included citations to the record to highlight particular testimony or evidence, my findings and conclusions are based not solely on the evidence specifically cited but rather are based on my review and consideration of the entire record, which may include the demeanor of the witnesses. I have also considered the relevant factors in making my credibility findings which includes: "the weight of the respective evidence, established or admitted facts, inherent probabilities, and 'reasonable inferences that may be drawn from the record as a whole.'" *Daikichi Corp.*, 335 NLRB 622, 623 (2001) (quoting *Shen Automotive Dealership Group*, 321 NLRB 586, 589 (1996), enfd. 56 Fed.Appx. 516 (D.C. Cir. 2003)).

A trial was conducted in this matter on Monday, August 25, 2025, in Detroit, Michigan. All parties were afforded the right to call and examine witnesses, present any relevant documentary evidence, and argue their respective legal positions. The General Counsel[2] and the Respondent filed post-trial briefs in support of their position by November 21, 2025, which I have carefully considered.

On the entire record, I made the following findings, conclusion of law, and recommendations.

FINDINGS OF FACT

I. JURISDICTION

Respondent is a corporation with an office and place of business located in Ypsilanti, Michigan. Respondent operates an acute care hospital and provides healthcare services. In conducting its operations during the calendar year ending December 31, 2023, Respondent derived gross revenues in excess of $250,000 and purchased and received at its Ypsilanti facility goods valued in excess of $5,000 directly from points outside the State of Michigan.

At all material times, Service Employees International Union Healthcare Michigan has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and the Union has been a labor organization within the meaning of Section 2(5) of the Act. Based on the foregoing, I find that this dispute affects commerce and that the Board has jurisdiction of this case, pursuant to Section 10(a) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

The complaint, issued on July 23, 2025, alleges Section 8(a)(5) and (1) withdrawal of recognition and refusal to bargain with the Charging Party since August 12, 2024. The complaint seeks as a remedy that Respondent cease and desist withdrawing recognition, the imposition of a bargaining order and schedule, and a *Mar-Jac Poultry*, 136 NLRB 785 (1962) extension of the certification year.[3]

The answer, filed timely, admits that Respondent withdrew recognition but denies that doing so was unlawful.[4] The answer also asserts as an affirmative defense that the Board's

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[2] On February 3, 2025, President Donald J. Trump appointed William B. Cowen Acting General Counsel, replacing former General Counsel Jennifer Abruzzo. On December 19, 2025, the United States Senate confirmed Crystal Carey as General Counsel. For ease and consistency, I will refer to the General Counsel, the Acting General Counsel, the former General Counsel, and counsel for the General Counsel collectively as the General Counsel.

[3] All dates are in 2024 unless otherwise indicated.

[4] The answer advances two boilerplate affirmative defenses: the allegations may be barred by Section 10(b) of the Act or laches. No evidence in support was presented at hearing by Respondent; nor were these defenses addressed in the post-hearing brief. I therefore deem them waived. See *Yorkaire, Inc*., 297 NLRB 401 (1989), enfd. 922 F.2d 832 (3d Cir. 1990).

Further, in its post-hearing brief (R. Br. 15-19.), Respondent also asserts that "by virtue of being forced to

decision in *Chelsea Industries*, 331 NLRB 1648 (2000), enfd. 285 F.3d 1073 (D.C. Cir. 2002), is either inapplicable or should be overruled.

The transcripts and exhibits in this case generally are accurate, but I hereby make the following transcript corrections: page 56, lines 17-25 and page 57, lines 1-25 – remarks attributed to "Mr. Shekell" should read "Judge McKinney".

A. The Certified Unit

On August 9, 2023, the Regional Director for Region 7 issued a Certification of Representative (GCX 3.) certifying the following bargaining unit (Unit) of Respondent's employees:

> Unit: All full-time, regular part-time, and contingent lab tech 1s, patient service representatives, and trainers working at or out of Trinity Outpatient Labs Ann Arbor, located at: Reichert Center Lab, 5333 McAuley Drive, Ypsilanti, Michigan 48197; Arbor Park Lab, 4972 Clark Road, Suite #101, Ypsilanti, Michigan 48197; Domino's Farms Lab, 4200 Whitehall Drive, Suite 230, Ann Arbor, MI 48105; West Arbor Lab, 4350 Jackson Road, Suite 110, Ann Arbor, Michigan 48103; Cherry Hill Lab, 49650 Cherry Hill Road, Suite #130, Canton, Michigan 48187; Fowlerville Lab, 202 East Van Riper Road, Suite 300, Fowlerville, Michigan 48836; Milan Lab, 870 East Arkona Road, Suite 130, Milan, Michigan 48160; Plymouth Lab, 990 West Ann Arbor Trail, Suite 208, Plymouth, Michigan 48170; Ann Arbor Oncology Lab, 5303 Elliott Drive, Ypsilanti, Michigan 48197; Canton Oncology Lab, 1600 Canton Center Road, Canton, Michigan 48188; Genoa Lab, 2305 Genoa Business Park, Suite 130, Brighton, Michigan 48114; Canton Non-Oncology Lab, 1600 S. Canton Center Road, Suite 110, Canton Michigan 48187; Partners in Internal Medicine Lab—Ann Arbor, 2200 Green Road, Ann Arbor, Michigan 48105; Partners in Internal Medicine Lab—Canton, 255 North Lilley Road, Canton Michigan 48187; IHA 7 Mile Lab, 37595 Seven Mile Road, 2nd Floor, Livonia, Michigan 48152, but excluding all directors, managers, lab section leaders, and agency/traveler staff and guards and supervisors as defined by the Act.

B. Management Receives the Decertification Petition and Checks It

On August 8, at 2:41p.m., Ted Theodoroff, Lab Manager, received a decertification petition (Petition) from employee Kim Bloodworth with 28 signatures dated July 30 through August 7. (Tr. 22, 23; RX 2.) Bloodworth also provided three texts dated August 2 through 8 with three employee names. (GCX 5; RX 1, 2.) The same day, Theodoroff emailed the Petition to several of Respondent's officials, including Sharon Petty, Outpatient Phlebotomy Manager (Tr. 18-19, 21.) and Tonia Schemer, Chief Human Resources Officer. (Tr. 28-29.)

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participate in the instant proceedings, [Respondent] is being improperly subjected to unconstitutional agency authority because Board members and the Board's administrative law judges are improperly insulated from removal in violation of Article II of the United States Constitution." The Board, by whose decisions I am bound, has rejected this defense. *Seaport Hotel Boston*, 373 NLRB No. 142, slip op. at 1 fn. 1 (2024). Therefore, I do the same.

The Petition stated "[w]e, the undersigned, no longer wants [sic] to be represented by SEIU." (RX 2.)

From August 8-12, Schemer and Human Resources representatives Amber Coon and Kirstin Parian,[5] compared the names listed on the Petition to a report of the 50 Unit employees pulled from the Workday database maintained by Respondent's Human Resources system, and to the information located in Workday. They determined that the employees listed on the Petition were active employees. (Tr. 29-31, 34-36, 43, 44, 55; GCX 10; RX 2.)

After consulting with counsel, Schemer determined that a majority of employees signed the Petition and that Respondent "would notify [the Charging Party] that our [employees] had made the decision to decertify" the Charging Party as the collective bargaining representative of the Unit employees. (Tr. 30-31.)

C. Management Withdraws Recognition from the Charging Party and Notifies the Unit

On August 12, Respondent's counsel sent an email (GCX 5.) to Charging Party representative Robert Gibson, stating in pertinent part:

> This is to inform you that the Hospital has received objective evidence that an overwhelming majority of the bargaining unit colleagues do not wish to be represented by the Union any longer. By law, we are required to honor their decision. See, *Levitz Furniture Co. of the Pac., Inc*., 333 NLRB 717, 724 (2001) (Holding that an employer violates Section 8(a)(2) by "continuing to recognize a union that it knows has actually lost majority support"). The Hospital therefore withdraws recognition of the Union as bargaining agent and declines further communication or bargaining with the Union."

The same day, Petty e-mailed Unit employees, Respondent's President Alonzo Lewis, Schemer,[6] and other recipients stating that Respondent withdrew recognition of the Charging Party as the representative of the Unit. (GCX 4; Tr. 20.) Schemer's email stated in pertinent part:

> Today we notified the union that we have withdrawn recognition and suspended bargaining. Consistent with your wishes, we will now proceed with the direct relationship that you have asked for.

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[5] The General Counsel seeks (GC Br. 4-5.) an adverse inference that had Coon and Parian testified at hearing, they would have admitted that they did not check the signatures on the petition against any exemplars of employee signatures. I see no reason to draw such an adverse inference here because I find that a different argument is dispositive. However, I will further discuss below Respondent's evidentiary burden regarding *Levtiz Furniture's* "objective evidence" standard that must precede an employer's withdrawal of recognition. See 333 NLRB at 720, modified on other grounds, *Johnson Controls*, 368 NLRB No. 20 (2019).

[6] Schemer had drafted the email; she and Theodoroff directed Petty to send it to the Unit employees and to the Charging Party. (Tr. 31.)

DECISION AND ANALYSIS

The General Counsel alleges in paragraphs 10 and 11 of the complaint that about August 12, Respondent withdrew recognition of the Union and thereby failed and refused to bargain collectively and in good faith with the exclusive collective-bargaining representative of the Unit. While Respondent admits that it withdrew recognition from the Union on August 12, it denies that it violated the law in doing so.

The General Counsel argues that Respondent failed to show that the Union lacked majority support at the time recognition was withdrawn. (GC Br. 6-7.) This is so because, the General Counsel maintains, Respondent (1) failed to show that employee petition signatures were authenticated and (2) withdrew recognition "based on evidence received within the certification year." (GC Br. 8.) (quoting *Chelsea Industries, Inc*., 331 NLRB at 1651).

A. The Majority of Unit Employees Apparently Signed the Petition

With regard to the General Counsel's argument that employee signatures were not authenticated, Respondent contends (R. Br. at 4.) that hearing testimony established that its human resources team "confirmed that the petition contained the signatures of a majority of the bargaining unit members." The portions of the transcript cited by Respondent came from 611(c) testimony by Schemer, elicited by the General Counsel.

Yet, in relevant part, Schemer stated, first, that she compared the signatures on the petition to information in Workday, which "houses all colleague information". (Tr. 30.) Then, referring to General Counsel's Exhibit 10, a report "of all the colleagues that reported to Sharon Petty in the lab" generated using Workday, Schemer stated that she, Coon, and Parian, "confirmed active employment" of the employees who signed the petition. (Tr. 34 and 35.)

General Counsel's Exhibit 10 does not feature employee signatures. There was no testimony as to whether other documents in Workday do contain signatures. Finally, neither Coon, Parian, nor Schemer testified that signatures were affirmatively checked. Accordingly, I find, in agreement with the General Counsel, that the credited evidence does not tend to show that Respondent specifically checked the employees' signatures against its business records or some other signature exemplar.

Yet, my understanding is that an employer does not have to authenticate petition signatures or show "that the employees who signed the petition were actually in the unit on the date of the withdrawal of recognition." *Guerdon Industries, Inc., Armor Mobile Homes Division*, 218 NLRB 658, 660 (1975). Rather, the employer must only show that majority of the employees *apparently* signed the decertification petition. Ibid. (agreeing "with the Administrative Law Judge that the petition, with a majority of the employees apparently having signed it, could have constituted sufficient reason for Respondent to have doubted the Union's

continuing majority status, and thereby would have sanctioned Respondent's withdrawal of recognition", if Respondent's action had been taken "in a context free of unfair labor practices").[7]

I find that by checking the names of the employees who signed the petition against the Workday-generated report and information in its Workday database and confirming active employment, Respondent satisfied its burden under *Levtiz Furniture* to rely on objective evidence in withdrawing recognition of the Union. The majority of the Unit apparently signed the petition.

B. Respondent's Withdrawal of Recognition from the Union was Unlawful

Turning, then, to the General Counsel's reliance on *Chelsea Industries* to conclude that Respondent's withdrawal of recognition was unlawful, Respondent counters (R. Br. 9-10.) that *Chelsea Industries* is factually distinguishable from the instant case in that the employer held on to a disaffection petition received midway through during the certification year and ran out the clock in bargaining to withdraw recognition. This is opposed to the circumstances in this case where there is, as Respondent observes, no contention that Respondent delayed bargaining or otherwise bargained in bad faith. Respondent reasons (R. Br. 10.) that as employees signed the petition in the waning days of the certification year, the otherwise valid petition was received from employees just one day prior to the end of the certification year, and recognition withdrawn only after the certification year ended, *Chelsea Industries* does not compel finding a violation here.

As I interpret Respondent's argument on this point, it amounts to a contention that *Chelsea Industries* only applies when the employer otherwise was bargaining in bad faith,[8] as did Chelsea Industries. However, the Board has applied the *Chelsea Industries'* holding to find that the employer violated Section 8(a)(5) of the Act even when the employer did not otherwise bargain in bad faith. See, e.g.. *Sears, Roebuck & Co.*, 368 NLRB No. 30, slip op. at 1 (2019) (affirming the administrative law judge where the employer withdrew recognition from the union based on a petition that employees signed and presented to it 3 weeks before the end of the certification year in the absence of other unfair labor practices).

Respondent's second argument against *Chelsea Industries* is plain:

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[7] In *Guerdon*, the employer failed to show that its withdrawal of recognition occurred "in a context free of unfair labor practices" because it unilaterally announced and implemented a wage incentive plan on a date when it had not been shown that the union had lost its majority status. Id. at 661. In the instant case, there is no allegation of an unfair labor practice except the withdrawal of recognition itself.

[8] It seems to me that Respondent may be viewing an analysis of the lawfulness of withdrawal of recognition under *Chelsea Industries* as a version of a *Master Slack Corp*., 271 NLRB 78, 84 (1984) analysis that examines whether there is a causal relationship between unfair labor practices and a union's subsequent loss of support. These are analytically distinct theories of 8(a)(5) withdrawal of recognition in the Board's jurisprudence and a *Master Slack* analysis is not relevant here.

> …*Chelsea Industries* should be overturned by the Board. Application of a rule which would disqualify a group of employees[’] clear intention to express disaffection with their union based on that information being gathered just days before the expiration of the certification year places an unfair and highly technical burden on employees acting on their own. Moreover, this requirement places a burden on employee free choice that is unsupported by *Levitz*.

As an administrative law judge of the National Labor Relations Board, such a decision to overrule current Board law lies beyond my authority.

Thus, I find the Board’s holding and reasoning in *Chelsea Industries* prohibited Respondent’s infringement on the certification year in this case.[9] Accordingly, I find that Respondent’s reliance on the decertification petition signed within the certification year in withdrawing recognition from the Union after the certification year constitutes a violation of Section 8(a)(5) and (1) of the Act.

CONCLUSIONS OF LAW

1. Trinity Health-Michigan d/b/a Trinity Health Ann Arbor Hospital (Respondent) is an employer within the meaning of Section 2(2), (6), and (7) of the Act.

2. SEIU Healthcare Michigan (Union) is a labor organization within the meaning of Section 2(5) of the Act and is the certified bargaining representative of the following appropriate unit of Respondent’s employees (Unit):

> All full-time, regular part-time, and contingent lab tech 1s, patient service representatives, and trainers working at or out of Trinity Outpatient Labs Ann Arbor, located at: Reichert Center Lab, 5333 McAuley Drive, Ypsilanti, Michigan 48197; Arbor Park Lab, 4972 Clark Road, Suite #101, Ypsilanti, Michigan 48197; Domino’s Farms Lab, 4200 Whitehall Drive, Suite 230, Ann Arbor, MI 48105; West Arbor Lab, 4350 Jackson Road, Suite 110, Ann Arbor, Michigan 48103; Cherry Hill Lab, 49650 Cherry Hill Road, Suite #130, Canton, Michigan 48187; Fowlerville Lab, 202 East Van Riper Road, Suite 300, Fowlerville, Michigan 48836; Milan Lab, 870 East Arkona Road, Suite 130, Milan, Michigan 48160; Plymouth Lab, 990 West Ann Arbor Trail, Suite 208, Plymouth, Michigan 48170; Ann Arbor Oncology Lab, 5303 Elliott Drive, Ypsilanti, Michigan 48197; Canton Oncology Lab, 1600 Canton Center Road, Canton, Michigan 48188; Genoa Lab, 2305 Genoa Business Park, Suite 130, Brighton, Michigan 48114; Canton Non-Oncology Lab, 1600 S. Canton Center Road, Suite 110, Canton Michigan 48187; Partners in Internal Medicine Lab—Ann Arbor, 2200 Green Road, Ann Arbor,

[9] Although not cited by Respondent, insofar as the Board apparently deviated from the *Chelsea Industries* rule in *LTD Ceramics, Inc*., 341 NLRB 86 (2004), aff’d by 185 Fed.Appx. 581 (2006) (withdrawal of recognition was lawful when in a unit of 171 employees, 49 employees signed the decertification petition on the last day of the certification year and another 48 signed over the next 5 days), the Board had not applied a similar “de minimis” rule beyond the facts of *LTD Ceramics*.

Michigan 48105; Partners in Internal Medicine Lab—Canton, 255 North Lilley Road, Canton Michigan 48187; IHA 7 Mile Lab, 37595 Seven Mile Road, 2nd Floor, Livonia, Michigan 48152, but excluding all directors, managers, lab section leaders, and agency/traveler staff and guards and supervisors as defined by the Act.

3. The Respondent violated Section 8(a)(5) and (1) of the Act by withdrawing recognition from the Union as the representative of the Unit set forth above, on or about August 12, 2024, based upon a decertification petition signed during the certification year.

4. The unfair labor practices committed by the Respondent affect commerce within the meaning of Section 2(6) and (7) of the Act.

5. Respondent has not violated the Act in any other manner.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

I have found that the Respondent violated Section 8(a)(5) and (1) of the Act by withdrawing recognition from the Union as the collective-bargaining representative of an appropriate unit of its employees and thereby failing and refusing to collectively bargain with the Union as the collective-bargaining representative of the unit employees. Accordingly, the Respondent shall recognize the Union and, upon request, bargain for a reasonable period of time (as set forth in *Lee Lumber & Building Material Corp*., 334 NLRB 399 (2001), enfd. 310 F.3d 209 (D.C. Cir. 2002)), with the Union as the bargaining representative of the unit employees with respect to wages, hours, and other terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed document.[10]

The Respondent shall post an appropriate informational notice, as described in the attached appendix. This notice, on a form provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the Respondent shall distribute the notice electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if Respondent customarily communicates with its

[10] While the complaint seeks an extension of the certification year and the imposition of a bargaining schedule, in the post-hearing brief, the General Counsel merely seeks an affirmative bargaining order, which the Board has previously held is "the traditional, appropriate remedy for an 8(a)(5) refusal to bargain with the lawful collective-bargaining representative of an appropriate unit of employees." *Caterair International*, 322 NLRB 64, 68 (1996). The affirmative bargaining order has an "attendant bar to raising a question concerning the Union's continuing majority status for a reasonable period of time, [which] will not unduly prejudice the Section 7 rights of employees who may oppose continued union representation." *Sears, Roebuck & Co*., 368 NLRB No. 30, slip op. at 2.

employees by such means. Reasonable steps shall be taken by Respondent to ensure that the notice is not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed its facility, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at the facility at any time since August 12, 2024.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[11]

ORDER

The Respondent, Trinity Health-Michigan d/b/a Trinity Health Ann Arbor Hospital, Ann Arbor, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

   (a) Withdrawing recognition from SEIU Healthcare Michigan and failing and refusing to bargain with SEIU Healthcare Michigan as the exclusive collective-bargaining representative of unit employees.

   (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

   (a) Recognize and, on request, bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in a signed agreement:

   All full-time, regular part-time, and contingent lab tech 1s, patient service representatives, and trainers working at or out of Trinity Outpatient Labs Ann Arbor, located at: Reichert Center Lab, 5333 McAuley Drive, Ypsilanti, Michigan 48197; Arbor Park Lab, 4972 Clark Road, Suite #101, Ypsilanti, Michigan 48197; Domino's Farms Lab, 4200 Whitehall Drive, Suite 230, Ann Arbor, MI 48105; West Arbor Lab, 4350 Jackson Road, Suite 110, Ann Arbor, Michigan 48103; Cherry Hill Lab, 49650 Cherry Hill Road, Suite #130, Canton, Michigan 48187; Fowlerville Lab, 202 East Van Riper Road, Suite 300, Fowlerville, Michigan 48836; Milan Lab, 870 East Arkona Road, Suite 130, Milan, Michigan 48160; Plymouth Lab, 990 West Ann Arbor Trail, Suite 208, Plymouth, Michigan 48170; Ann Arbor Oncology Lab, 5303 Elliott Drive, Ypsilanti, Michigan 48197; Canton Oncology Lab, 1600 Canton Center Road, Canton, Michigan 48188; Genoa Lab, 2305 Genoa Business Park, Suite 130, Brighton, Michigan 48114; Canton Non-

[11]If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes due under the terms of this Order.

Oncology Lab, 1600 S. Canton Center Road, Suite 110, Canton Michigan 48187; Partners in Internal Medicine Lab—Ann Arbor, 2200 Green Road, Ann Arbor, Michigan 48105; Partners in Internal Medicine Lab—Canton, 255 North Lilley Road, Canton Michigan 48187; IHA 7 Mile Lab, 37595 Seven Mile Road, 2nd Floor, Livonia, Michigan 48152, but excluding all directors, managers, lab section leaders, and agency/traveler staff and guards and supervisors as defined by the Act.

(b) Within 14 days after service by the Region, post at each of its Michigan facilities copies of the attached notice marked "Appendix."[12] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 12, 2024.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 7 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. January 5, 2026

Renée D. McKinney
U.S. Administrative Law Judge

[12] If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notice must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID–19) pandemic, the notice must be posted within 14 days after the facility reopens and a substantial complement of employees has returned to work. If, while closed or not staffed by a substantial complement of employees due to the pandemic, Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]."

If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

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 unlawfully withdraw recognition from SEIU Healthcare Michigan (the Union) and fail and refuse to bargain with the Union as the exclusive collective-bargaining representative of our employees in the bargaining unit.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL, on request, bargain with the Union as the exclusive collective-bargaining representative of our employees in the following appropriate unit concerning terms and conditions of employment and, if an understanding is reached, embody it in a signed agreement:

All full-time, regular part-time, and contingent lab tech 1s, patient service representatives, and trainers working at or out of Trinity Outpatient Labs Ann Arbor, located at: Reichert Center Lab, 5333 McAuley Drive, Ypsilanti, Michigan 48197; Arbor Park Lab, 4972 Clark Road, Suite #101, Ypsilanti, Michigan 48197; Domino's Farms Lab, 4200 Whitehall Drive, Suite 230, Ann Arbor, MI 48105; West Arbor Lab, 4350 Jackson Road, Suite 110, Ann Arbor, Michigan 48103; Cherry Hill Lab, 49650 Cherry Hill Road, Suite #130, Canton, Michigan 48187; Fowlerville Lab, 202 East Van Riper Road, Suite 300, Fowlerville, Michigan 48836; Milan Lab, 870 East Arkona Road, Suite 130, Milan, Michigan 48160; Plymouth Lab, 990 West Ann Arbor Trail, Suite 208, Plymouth, Michigan 48170; Ann Arbor Oncology Lab, 5303 Elliott Drive, Ypsilanti, Michigan 48197; Canton Oncology Lab, 1600 Canton Center Road, Canton, Michigan 48188; Genoa Lab, 2305 Genoa Business Park, Suite 130, Brighton, Michigan 48114; Canton Non-Oncology Lab, 1600 S. Canton Center Road, Suite 110, Canton Michigan 48187; Partners in Internal Medicine Lab—Ann Arbor, 2200 Green Road, Ann Arbor, Michigan 48105; Partners in Internal Medicine Lab—Canton, 255 North Lilley Road, Canton Michigan 48187; IHA 7 Mile Lab, 37595 Seven Mile Road, 2nd Floor, Livonia, Michigan 48152, but excluding all directors, managers, lab section

leaders, and agency/traveler staff and guards and supervisors as defined by the Act.

TRINITY HEALTH-MICHIGAN d/b/a TRINITY HEALTH ANN ARBOR HOSPITAL
(Employer)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation, and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

477 Michigan Avenue, Room 300, Detroit, MI 48226-2543
(313) 226-3200, Hours: 8:15 a.m. to 4:45 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/07-CA-348449 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.