

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

MCLAREN PORT HURON

and

Case 07-CA-354191

LOCAL 332, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

*Eric S. Cockrell, Esq.*, for the General Counsel  
*Brian D. Shekell, Esq.*, Clark Hill PLC, for the Respondent  
*James D. Brokaw, Esq.*, McKnight, Canzano, Smith, Radtke & Brault, P.C., for the Charging  
Party

**DECISION**

Sarah Karpinen, Administrative Law Judge. Section 8(a)(5) of the National Labor Relations Act (Act) requires an employer to bargain in good faith with the union representing its employees. This requirement includes an obligation to timely provide the union with requested information that is relevant to its role as the employees' collective bargaining representative. This case involves allegations that McLaren Port Huron (Respondent) failed to bargain in good faith with the Charging Party, Local 332, International Brotherhood of Teamsters (the Union) by failing to timely provide it with information that the Union requested to prepare for collective bargaining. Respondent contends that it provided the information as quickly as it could under the circumstances presented, which included a ransomware attack on its computer systems that occurred about a month before the Union sent its request for information.

I find that although Respondent provided evidence at the trial that partially justified the time it took to respond to the Union's information request, it failed to explain why it took over fifteen weeks to provide some of the requested information or why it did not timely or fully communicate with the Union about the request and the efforts it was making to respond, thereby failing to fulfill its bargaining obligations under the Act.

**STATEMENT OF THE CASE**

On October 31, 2024, the Union filed an unfair labor practice charge against Respondent. The charge was docketed by Region Seven of the National Labor Relations Board (NLRB) as Case 07-CA-354191 and served on Respondent on November 6, 2024. On May 30, 2025, Region Seven issued a Complaint and Notice of Hearing. Respondent filed a timely Answer on June 13, 2025. A trial was conducted on Thursday, April 23, 2026, in Detroit, Michigan. All parties were afforded the right to call, examine, and cross-examine witnesses, to present any relevant documentary evidence, to argue their respective legal positions, and to file post-hearing briefs.

On the entire record, including the briefs filed by the parties, I make the following findings, conclusions of law, and recommendations.

## JURISDICTION

Respondent is a nonprofit corporation. It operates an acute medical care hospital in Port Huron, Michigan, and admits that in conducting its operations during the calendar year ending December 31, 2024, it derived gross revenues in excess of \$250,000, and purchased and received products, goods, and materials valued in excess of \$5,000 directly from points outside the State of Michigan. Respondent further admits, and I find based on the admitted facts, that at all material times, it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and a health care institution within the meaning of Section 2(14) of the Act, and that the Union is a labor organization within the meaning of Section 2(5) of the Act. Accordingly, the Board has jurisdiction over this case pursuant to Section 10(a) of the Act

## FINDINGS OF FACT<sup>1</sup>

### I. The Union's information request

On July 25, 2024, the Union was certified as the exclusive collective bargaining representative for the following appropriate bargaining unit<sup>2</sup> (technical unit):

All full-time and regular part-time Cardiovascular Technicians, Registered, Computed Tomography Technologists, Emergency Dept. Technicians, Mammography Technologists, MRI Technologists, Radiology Technologists, Nuclear Med Technologists, Cath Lab Inventory Employees, Respiratory Therapists Certified, Respiratory Therapists Registered, Sonographers, Sonographer Cardiac, Surgical Technologists, Surgical Technologists Certified, Surgical Technologists Certified Leads, Surgical Technologist First Assists, Surgical Technologist First Assist Leads and Surgical Technologists Non-Certified, Anesthesia Technician employed by Respondent at its facility located at 1221 Pine Grove Avenue, Port Huron, Michigan, excluding all Office Clerical Employees, Professional Employees, Service and Maintenance Employees and Guards, and Supervisors as defined in [the] Act, and all other employees.

Local 332 Business Representative Dana Alden represents the Port Huron technical unit. On September 12, she sent Respondent an information request seeking:

---

<sup>1</sup> All dates in this decision are in 2024, unless noted otherwise. I cited specific transcript pages and exhibits to aid the reader, but my findings are based on the entire record. Most of the facts the witnesses testified about were undisputed and I have included those in my findings of fact. Where testimony was disputed or was used to establish an essential element of a party's case, I made credibility findings as outlined in the analysis section below.

<sup>2</sup> Respondent admitted at trial that the Union is the exclusive bargaining representative of the unit (Tr. 8-10, Complaint, para 7(c), Jt. Exh. 1). In its Answer, Respondent admitted only that the technical unit was certified by the NLRB on July 25. (Answer, para 7(a)). I find that the unit it is appropriate based on the July 25 certification.

1. A list of all current McLaren Port Huron Technical Bargaining Unit employees (including probationary employees), including: (a) name; (b) classification; (c) status (i.e., full-time, part-time, probationary, casual); (d) start time; (e) department; (f) date of hire (life time service hours); (g) Bargaining Unit Seniority; (h) wage rate.
2. A list of current Technical Bargaining Unit Employees and their classification who have worked extra hours (voluntary or mandatory), including the number of hours since January 1, 2024 to current.
3. A list of current Technical Bargaining Unit Employees and their classification and shifts who have been sent home due to low census since January 1, 2024 to current.
4. A copy of the McLaren Port Huron Technical Bargaining Unit job description(s) for each position in the Bargaining Unit.
5. A copy of all written work rules, standards of conduct, policies and procedures which apply to the McLaren Port Huron Technical Bargaining Unit.
6. The current number of Bargaining Unit FTE's and breakdown of the number by each classification and department.
7. The current number of Bargaining Unit position vacancies and breakdown by each classification and department.
8. A list of each Bargaining Unit employee who is currently on a leave of absence including name, classification, status at the time of leave, department, date of last day worked, and type of leave (i.e. medical, FMLA, personal, educational, military, etc.).
9. A copy of the McLaren Port Huron current policies on FMLA and the forms, packets and instructions it provides to Bargaining Unit employees, including the necessary forms for employees to apply for such leave, provide medical certifications, the notification of approval of the requested leave, to return to work, etc.
10. A copy of the McLaren Port Huron current policies on sickness and accident benefits applicable to the Bargaining Unit employees, including any insurance policy, certificate, contract and/or riders, and the packets provided to employees, including the necessary forms for employees to apply for such benefits, provide medical certifications, etc.
11. For each benefits plan, the health plan, prescription drug plan, dental benefits plan, optical benefits plan, life insurance and/or accidental death benefits plan, sickness and accident and/or disability benefits plan, or other employee welfare benefits plan applicable to Bargaining Unit employees, please provide:

- a. The complete, current Plan Documents with all amendments, including, if applicable, all insurance policies, contracts, certificates and/or riders applicable to such benefits;
- b. The current Summary Plan Description(s);
- c. The current monthly premium cost for each benefit, including what portion is paid by McLaren Port Huron and what portion is paid by the employee;
- d. A list of all full-time employees currently enrolled in each plan and type of coverage (i.e. single, two persons, and family);
- e. A list of all part-time employee[s] currently enrolled in each plan and type of coverage (i.e. single, two-persons, and family);

12. COBRA rates for all health and welfare plans for each coverage (single, two-person, and family).

13. For the retirement plan; with employer contribution, please provide:

- a. The complete, current Plan Documents with all amendments, including, if applicable, all insurance policies, contracts, certificates and/or riders applicable to such benefits;
- b. A list of all full-time employees currently enrolled in each plan;
- c. A list of all part-time employees currently enrolled in each plan;
- d. A report showing the employer contribution for each employee for each year from January 1, 2024 through current;

14. Any organizational charts including all lines of management from the Bargaining Unit employees through all supervision and administration, including supervisors, managers, directors, vice presidents, third party administrators, third party management contractors and consultants.

If some portion of this information is more readily available than other portions, please provide the readily available information first and then provide the remaining information. Where possible, please provide the requested lists in both hard copy and in electronic Excel format. (GC Exh. 2(a), (b)).

Respondent admits that it received the request. (GC Exh. 1(e)). Alden testified that the Union needed the requested information to prepare for bargaining and formulate bargaining proposals, including finding out who was in the bargaining unit, what their terms and conditions of employment were, and what employment policies were in place. (Tr. 33-35).

The Union represents technical employee units at other McLaren hospitals in Flint and Lapeer, and Alden also serves as the business representative for those units. The Flint unit negotiated its first collective bargaining agreement in 2005, and its most recent agreement in 2025. The Lapeer unit began negotiating for its first collective bargaining agreement in 2021 and reached its first (and most recent) agreement in 2023. (Tr. 23). Alden testified that she sent similar information requests to Flint in 2005 and to Lapeer in 2021 and received the information from Flint in about a week, and the information from Lapeer in about two weeks. (Tr. 35-50).

### A. Communications about the request

On October 10, Alden emailed Respondent's Vice President of Labor Relations, Shela Khan Monroe, to let her know that the Union finalized its negotiating team and ask that the employees be released for bargaining on various dates beginning November 8. She also asked about the status of the information request and reminded her that the Union requested that Respondent "provide the readily available information as soon as possible, and provide the remaining information when available." (GC Exh. 3, p. 16-17). Khan Monroe responded to let her know that employees would have to request paid time off to participate in bargaining but did not say anything about the information request. (GC Exh. 3, p. 15).

On October 29, Alden emailed Khan Monroe again to ask about the status of the request, noting that she did not receive a response to her October 10 inquiry. She reminded her that negotiations were scheduled to begin on November 8 and that the "requested information is essential to properly prepare for contract negotiations." She asked that it be provided within five days to give the Union enough time to review it and prepare for negotiations. (GC Exh. 3, p. 15).

Khan Monroe responded about fifteen minutes later:

The request you made is rather voluminous. Rather than objecting to it[s] scope as overly broad or burdensome, we are working on gathering relevant, non-privileged, non-confidential information you requested and will provide it once available.

The employer has a reasonable period of time to provide such information. Considering the volume and scope of information you are seeking, it takes a considerable amount of time to gather.

Mike will share it with you as it is available. (GC Exh. 3, p. 15).

Respondent's Vice-President for Human Resources, Michael Woolsey, was copied on the email. He was charged with responding to the Union's request along with Port Huron's Human Resources Director, Gwen Powell.

Alden replied:

Since 2005, Teamsters Local 332 has requested the exact same information from the Employer before the start of negotiations, without objections. Please note on page 3 of the information request sent on 9-12-24, the Union stated, "If some portion of this information is more readily available than the other portions, please provide the readily available information first and then provide the remaining information." This request was restated on the 10-10-24 email as well. (GC Exh. 3, p. 14).

Khan Monroe responded about a half hour later, stating:

We are happy to provide the information as I already shared. I appreciate your desire to get the information as soon as possible, but due to your own request, it is taking some time to gather. Once it's ready, we will send it to you. Also, there is no prior history with Teamsters and McLaren Port Huron. History at other McLaren subsidiaries is not relevant and will not dictate what occurs at Port Huron. (GC Exh. 3, p. 14).

Two days later, on October 31, the Union filed an unfair labor practice charge alleging that Respondent failed to provide the information it requested on September 12. (GC Exh. 1(a)). The charge was served on Respondent on November 6. (GC Exh. 1(b)).

### **B. Respondent provides the requested information**

On October 31, seven weeks after the Union's initial 14-item request, Respondent fully responded to Items 1, 4, 6, 7, 8, 9, 11, 12, 13, and 14, and provided a partial response to Item 11. (GC Exh. 3, p. 11). It responded to Item 5 on November 5. (GC Exh. 3, pp. 8-10). The parties began bargaining on November 8.<sup>3</sup> Respondent completed its response to Item 11 on November 13. (GC Exh. 3, pp. 6-7).

On December 16, Business Representative Alden sent Respondent an email stating:

Thank you for sending some of the requested information on 11-13-24. As discussed<sup>4</sup> during negotiations, you stated that you were still working on gathering the outstanding information. It has been over three months since the initial information request, and we have been in negotiations for over 5 weeks. Please provide the following outstanding information requested: #2, #3, #10. (GC Exh. 3, p. 3).

Vice President Khan Monroe replied, asking Woolsey and Powell to respond to Items 2 and 3, and stating that Respondent did not have a policy in response to Item 10, but would provide open enrollment materials if it had not done so already. Woolsey sent information in response to Items 2, 3 and 10 on December 30, over fifteen weeks after the Union sent its request. (GC Exh. 3, p. 1).

### **C. Respondent's justification for time it took to respond to request**

Khan Monroe, Woolsey, and Powell all testified that the Union's information request was broad and sought a voluminous amount of information, based on the number of items requested and the details required to respond to each item. (Tr. 112, 136, 162-164). Kahn Monroe testified

<sup>3</sup> As of the trial, the parties had completed 38 bargaining sessions but had not yet finalized a contract. (Tr. 25).

<sup>4</sup> Both Khan Monroe and Alden agreed that they only communicated about the information requests via email. (Tr. 90, 162). This email suggests that there were some verbal discussions; however, none of the witnesses testified about what was said during these discussions so I have not considered them.

that despite this, McLaren chose not to object to the request and instead began gathering information to avoid creating “bad blood.” (Tr. 162).

## 1. Ransomware attack and end of year planning

Respondent’s witnesses all testified that the response to the information request was complicated by a ransomware attack that Respondent suffered in August. The attack resulted in a near-total shutdown of many of its computer systems, including email, payroll and timekeeping, forcing it to revert to manual records for these and other functions. (Tr. 112-114, 140-142, 158-159, R. Exh. 1). McLaren’s technology platforms were restored by September, but it took several additional weeks to relaunch its operating systems, input information that was manually recorded during the downtime period, address backlogs and errors, and verify information. (Tr. 114-120, 140-142, 160-164). The witnesses further testified that Respondent was in the process of concluding its 2024 fiscal year and planning for fiscal year 2025 when the ransomware attack happened, so that work, including performance evaluations, had to be completed within a shorter time frame after systems came back online. (Tr. 113, 123-124, 143-145).

Director Powell gathered most of the responsive information. She testified that much of it had to be obtained from off-site departments (many of which were also recovering from the ransomware attack) or third-party administrators, then had to be verified and put into an appropriate format before it could be turned over to the Union. (Tr. 136-137). Requests pertaining to employee schedules, including whether employees left early due to low census or worked extra hours (Items 2 and 3) took additional time because she had to manually compare employee timecards to other documents, including schedules, to determine if employees worked more or fewer hours than normal, and why. (Tr. 138-139). She testified that she would sometimes only get through two timecards a day, out of a unit of over 120. (Tr. 144-146).

## 2. Lapeer and Flint requests

Khan Monroe testified that the timeliness of the Port Huron response should not be measured against the responses by Flint and Lapeer because the facilities operate independently from each other, with different boards. Technical employees at Flint have been unionized since 2005, and labor relations staff there are accustomed to responding to information requests. Lapeer was newly organized in 2021, but there were two other pre-existing collective bargaining units at Lapeer, so the labor relations staff there had responded to other requests and had systems in place to do so. In contrast, there was no union at Port Huron before 2024, and the staff did not have experience responding to requests for information. (Tr. 135, 154-157). In addition, Director Powell testified that Port Huron did not yet have coding to separate bargaining unit employees from other employees, so it took more time to pull unit-specific information. (Tr. 147).

# ANALYSIS

## I. The requested information was relevant

An employer’s obligation to bargain includes the obligation “to provide relevant information needed by a labor union for the proper performance of its duties as the employees’ bargaining representative.” *Detroit Edison*, 440 U.S. 301, 303 (1979). The Board has

consistently held that “information concerning the terms and conditions of employment of unit employees is presumptively relevant for purposes of collective bargaining and must be furnished on request.” *ESCNC, LLC d/b/a/ Surgery Center of Northern California*, 375 NLRB No. 1, slip op. at 2 (2026), citing *MetroHealth Foundation, Inc.*, 338 NLRB 802, 803 (2002).

I credit Business Representative Alden’s testimony that the Union needed the requested information to prepare for bargaining. However, a specific showing of relevance is not necessary, because all of the requested information pertained to bargaining unit employees and their terms and conditions of employment and was therefore presumptively relevant. See, e.g., *Red Rock Casino Resort & Spa*, 368 NLRB No. 52, slip op. at 2 (2019) (employee names, dates of hire, rates of pay, job classifications, personnel policies, benefit plans presumptively relevant); *CVS Albany*, 364 NLRB No. 122, slip op. at 1-2, (2016), enfd. 709 Fed.App’x 10 (D.C. Cir. 2017) (per curiam) (employee work schedules and employment policies).

## II. The response to the request was unreasonably delayed

The Union sent its information request on September 12 and sent a follow-up inquiry on October 10. Respondent did not acknowledge the request until October 29, almost seven weeks after it was sent, and only after the Union sent a third email asking for an update. It then told the Union that it was taking a “considerable amount of time” to respond due to the volume of information requested but did not mention the ransomware attack or any of the other obstacles it faced in compiling the responsive information. It provided a substantial amount of information by October 31, and provided additional information by November 14, but did not complete its response until December 30, over fifteen weeks after the initial request.

When a union requests relevant information, an “employer has a duty to supply the information in a timely fashion or to adequately explain why the information will not be furnished.” *TDY Industries, LLC*, 369 NLRB No. 128, slip op. at 2 (2020) (timing of response reasonable when employer promptly provided some information within two weeks of receiving request and asked for meeting to resolve confidentiality concerns about remainder), quoting *Regency Service Carts*, 345 NLRB 671, 673 (2005) (internal quotation marks omitted). The failure to provide information in a timely manner “is as much a violation of Section 8(a)(5) as a refusal to furnish the information at all.” *Id.*, quoting *Linwood Care Center*, 367 NLRB No. 14, slip op. at 4 (2018) (internal quotation marks omitted).

In deciding whether the timing of a response is reasonable, the Board looks at “the nature of the information sought, the difficulty in obtaining it, the amount of time the employer takes to provide it, the reasons for the delay, and whether the party contemporaneously communicates these reasons to the requesting party.” *Id.* (citations omitted). The Board does not apply a “per se rule” and instead looks at whether the employer made a “reasonable good faith effort to respond to the request as promptly as circumstances allow.” *West Penn Power Co.*, 339 NLRB 585, 587 (2003), enfd. in relevant part 394 F.3d 233 (4th Cir. 2005), quoting *Good Life Beverage Co.*, 312 NLRB 1060, 1062, n. 9 (1993) (internal quotation marks omitted).

I credit Respondent’s witnesses that they faced significant challenges in responding to the information request as they worked to recover from the August ransomware attack. HR Director Powell in particular provided detailed and credible testimony about the additional work that she



did to verify information after the attack and to separate bargaining unit information from information about non-union employees without any system codes to assist her in that process. I also credit her testimony that it took longer to provide responsive information for Items 2 and 3, related to employee work schedules, because she had to manually compare employee timecards with other information to find out why employees worked over their shift or left early.

Although Respondent provided a justification at the trial for why it took seven weeks to provide the majority of the information, and why it took additional time to respond to Items 2 and 3, it failed to explain why it took almost fifteen weeks to respond to Item 10, or why it did not communicate with the Union about the request before October 29 or tell the Union that the ransomware attack and fiscal year planning were preventing it from responding more quickly. Based on the lack of contemporaneous and open communication with the Union and the lack of justification for the delay in responding to Item 10, I find that Respondent unreasonably delayed in responding to the Union's information request, as outlined in more detail below.

#### **A. Lack of justification for time to respond to Item 10**

Respondent failed to explain why it took over fifteen weeks to respond to Item 10, which sought information about sickness and accident benefits. Powell testified that some leave information came from third party vendors, but none of Respondent's witnesses testified that they had difficulty obtaining information from their vendors, or explained why it took fifteen weeks to provide the Union with information responsive to Item 10. The Board has found much shorter time periods to be unreasonable when the employer fails to explain the delay. See, e.g., *OS-DB-JV-2, LLC*, 374 NLRB No. 115, slip op. at 5-6 (2026) (eight week delay unreasonable in absence of justification); *Linwood Care Center*, supra, 367 NLRB No. 14, slip op. at 4-5 (six-week delay); *Woodland Clinic*, 331 NLRB 735, 737 (2000) (seven-week delay).

Further, Respondent did not explain why it waited until December 16 to tell the Union it did not have any policies responsive to Item 10 and never explained why it took over two months to discover that this information did not exist. This delay was unreasonable. See *Safeway, Inc.*, 369 NLRB No. 30, slip op. at 7 (2020) (two-month delay in telling Union that it did not have requested information unreasonable when information requested was not complex and its nonexistence was not difficult to determine); *In re Endo Painting Service, Inc.*, 360 NLRB 485, 486 (2014), enfd. mem. 679 Fed App'x 614 (9th Cir. 2017) (employer unreasonably delayed three months to tell union it did not have requested chart when it failed to explain why it took so long to determine that information did not exist).

#### **B. Lack of contemporaneous communication with the Union**

Respondent did not provide any justification for waiting seven weeks to communicate with the Union about the information request and did not explain why it failed to tell the Union that it was taking additional time to respond to the request because of the ransomware attack, fiscal year planning, lack of bargaining unit coding at Port Huron, or the other roadblocks it raised at the trial. Khan Monroe testified that when she told the Union the information was "taking some time to gather," she meant that based on the volume and scope of the request, it was going to take time to respond, "in consideration of what we were dealing with at the time,

which included the ransomware, which included the budget issues, which included the performance evaluations...” She acknowledged that she did not articulate those reasons to the Union, however. (Tr. 164-168).

The Board will find a response to an information request reasonable when there is a justification for the delay, and the employer communicates with the union about the status of its request. See, e.g., *West Penn Power Co.*, supra, 339 NLRB at 587 (no finding of undue delay when employer periodically advised union as to status of its response). By failing to promptly communicate with the Union and articulate the reasons for the delay, Respondent failed to fulfill its obligation to respond timely to the Union’s information request. See *GE Appliances*, 374 NLRB No. 47, slip op. at 12 (2026) (employer’s “failure to communicate and...lack of just cause for delaying” supported finding of unreasonable delay); *Pac. Bell Tel. Co.*, 374 NLRB No. 24, slip op. at 1, n. 3 (2025) (employer gave union some reasons for delayed response but didn’t communicate “clear reasons” justifying the entirety of the delay); *Starbucks Corp.*, 373 NLRB No. 48, slip op. at 8-9 (2024) (finding unlawful delay when employer did not acknowledge information request for eight weeks and then failed to “contemporaneously communicate” about the reasons it needed more time to respond); *United States Postal Service*, 359 NLRB 56, 57-58 (2012) (one month delay in providing information unreasonable when employer never informed the union that it was having difficulty in assembling the requested information).

Respondent argues that Board’s decisions in *Union Carbide*, 275 NLRB 197 (1985)<sup>5</sup> and *United Engines, Inc.*, 222 NLRB 50 (1976) weigh against finding a violation in this case. The employer in *Union Carbide* took over ten months to fulfill the union’s information request- but reached out to the union less than two weeks after receiving the request to let it know that it was reviewing it and needed time to determine how long it would take to respond, then proceeded to hold meetings with its managers and begin the lengthy and expensive process of gathering and providing the requested information. *Id.* at 200-201. The employer in *United Engines* took four months to provide all requested information but acknowledged the union’s request four days after receiving it and started providing some of the information less than a month later, and before the parties started bargaining. It also informed the union that it was compiling requested benefit information into booklet form, and provided that information four days after receiving it from the printer. *Id.* at 56. In both cases, the employers’ actions were found to be reasonable in part because they did what Respondent did not do here: promptly communicate with their bargaining partners about the efforts they were making to provide the requested information.

## CONCLUSIONS OF LAW

1. McLaren Port Huron (Respondent) is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and is a health care institution within the meaning of Section 2(14) of the National Labor Relations Act (Act).

---

<sup>5</sup> Respondent argues that *Union Carbide* stands for the proposition that the Union is required to show it was prejudiced by the delay in order to prevail. (R. Brief, p. 20). However, as articulated in a more recent case, the Board’s decision in *Union Carbide* did not hinge on the absence of prejudice, which was given only a “passing reference” by the ALJ, but on its finding that the employer’s delay was reasonable under the circumstances. See *Alcoa Corporation*, 370 NLRB No. 107, slip op. at 15 (2021).

2. Local 332, International Brotherhood of Teamsters (the Union) is a labor organization within the meaning of Section 2(5) of the Act.
3. The Union is the exclusive collective bargaining representative of the following appropriate bargaining unit:
  - 5 All full-time and regular part-time Cardiovascular Technicians, Registered, Computed Tomography Technologists, Emergency Dept. Technicians, Mammography Technologists, MRI Technologists, Radiology Technologists, Nuclear Med. Technologists, Cath Lab Inventory Employees, Respiratory Therapists Certified, Respiratory Therapists Registered, Sonographers, Sonographer Cardiac, Surgical Technologists, Surgical Technologists Certified, Surgical Technologists Certified Leads, Surgical Technologist First Assists, Surgical Technologist First Assist Leads and Surgical Technologists Non-Certified, Anesthesia Technician employed by Respondent at its facility located at 1221 Pine Grove Avenue, Port Huron, Michigan, excluding all Office Clerical Employees, Professional Employees, Service and Maintenance Employees and Guards, and Supervisors as defined in [the] Act, and all other employees.
4. Respondent unreasonably delayed in providing the Union with information that it requested on September 12, 2024, that was relevant to its role as the collective bargaining representative of Respondent's employees, in violation of Section 8(a)(5) and (1) of the Act.
5. The unfair labor practices above affect commerce within the meaning of Section 2(6) and (7) of the Act.

## REMEDY

Having found that Respondent engaged in certain unfair labor practices, Respondent is ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. It must post the attached notice, as described in the Order below.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended<sup>6</sup>

## ORDER

Respondent McLaren Port Huron and its officers, agents, successors, and assigns shall:

1. Cease and desist from

- (a) Refusing to bargain collectively with the Union by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining

---

<sup>6</sup> 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.

representative of the Respondent's 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.

- (c) Within 14 days after service by the Region, post at its Port Huron facility copies of the attached notice marked "Appendix." 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 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 September 12, 2024.

- (d) 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 Respondent has taken to comply.

Dated, Washington, D.C., August 12, 2026




---

Sarah Karpinen  
Administrative Law Judge

**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 representatives 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** refuse to bargain collectively with Local 332, International Brotherhood of Teamsters (the Union) by unreasonably delaying in furnishing it with requested information that is relevant and necessary to the Union's performance of its functions as the collective-bargaining representative of our unit employees.

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

McLaren Port Huron  
(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](http://www.nlrb.gov).

NLRB REGION 7  
Patrick V. McNamara Federal Building  
477 Michigan Avenue, Room 05-200  
Detroit, MI 48226  
Tel: (313) 226-3200  
Hours of operation: 8:15am – 4:45pm ET

The Administrative Law Judge's decision can be found at [www.nlrb.gov/case/07-CA-354191](http://www.nlrb.gov/case/07-CA-354191) 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, (616) 930-9165.