



NOTICE TO EMPLOYEES



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

AN AGENCY OF THE UNITED STATES GOVERNMENT

ATTACHMENT B

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT, A FEDERAL LAW, GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

YOU HAVE THE RIGHT to discuss wages, hours and working conditions with other Employees, including on social media, and **WE WILL NOT** do anything that interferes with your exercise of that right.

WE WILL NOT discharge, suspend you or otherwise discipline you for engaging in protected concerted activities with fellow employees by posting items on social media that concern employees' terms and conditions of employment or for engaging in any other protected concerted activities.

WE WILL NOT interrogate you because you exercise your right to protest wages, hours, and other terms and conditions of employment on behalf of your coworkers by posting non-confidential emails from management on social media.

WE WILL NOT threaten you with discharge because you exercise your right to protest wages, hours and other terms and conditions of employment on behalf of your coworkers for posting non-confidential emails from management on social media.

WE WILL NOT threaten you with discharge for engaging in activities on behalf of the Union or because you exercise your right to protest wages, hours and other terms and conditions of employment on behalf of your coworkers.

WE WILL NOT interfere with your right to protest wages, hours and other terms and conditions of employment on behalf of your coworkers by telling you that your protected social media posts violate our Social Media policy or that your protected social media posts contain proprietary information when they do not.

WE WILL NOT promulgate our overly broad Cell Phone policy which restricts your right to protest wages, hours, and other terms and conditions of employment on behalf of your coworkers.

WE WILL NOT create an impression of surveillance of our employees by telling you that we are watching your activities on behalf of the Michigan Nurses Association (the Union) or any other labor organization or any other protected concerted activities related to your terms and conditions of employment.

WE WILL NOT make an implied threat of discharge for exercising your right to protest wages, hours and other terms and conditions of employment on behalf of your coworkers.

WE WILL NOT issue you a Defined Expectation Plan in retaliation for engaging in protected concerted activities related to your terms and conditions of employment or for your sympathies and/or activities on behalf of, or in support of, the Union, or any other labor organization.

WE WILL NOT discipline, suspend, discharge or otherwise discriminate against you in retaliation for your union sympathies and/or activities, and in order to discourage you from engaging in activities on behalf of, or in support of, the Union, or any other labor organization or because you exercise your right to engage in protected, concerted activities related to your terms and conditions of employment.

WE WILL NOT discipline, suspend, discharge or otherwise discriminate against you under the pretense that you violated lawful work rules in retaliation for your union sympathies and/or activities, and in order to discourage you from engaging in activities on behalf of, or in support of, the Union, or any other labor organization or because you exercise your right to engage in protected, concerted and union activities related to your terms and conditions of employment.

WE WILL NOT maintain unlawful Cell Phone and Social Media policies that restrict or interfere with your rights to engage in protected concerted activities related to your terms and conditions of employment.

WE WILL NOT maintain unlawful Work Rules that restrict or interfere with your rights to engage in protected concerted activities related to your terms and conditions of employment.

WE WILL NOT maintain an unlawful Defined Expectations Plan that restricts or interferes with your rights to engage in protected concerted activities related to your terms and conditions of employment.

WE WILL NOT in any like or related manner discriminate against you in regard to your hire, tenure, or terms and conditions of employment so as to discourage your support for, membership in, or assistance to the Union or any other labor organization.

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

WE WILL make Colleen Waucaush whole for any loss of wages and other benefits which he lost because we suspended her, including any consequential damages or other direct or foreseeable pecuniary harms suffered, plus interest computed in accordance with current Board policy.

WE WILL compensate Colleen Waucaush for the adverse tax consequences, if any, of receiving a lump-sum backpay award and **WE WILL** file with the Regional Director for Region 7, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar quarters for Waucaush.

WE WILL file with the Regional Director of Region 7 a copy of Colleen Waucaush's corresponding W-2 form reflecting the backpay award.

WE WILL remove from our files all references to the suspension of Colleen Waucaush and our issuance of a Defined Expectation Plan to her, including any notes taken pursuant to the Defined Expectation Plan and **WE WILL** notify her in writing that this has been done and that the suspension and the Defined Expectation Plan will not be used against her in any way.

WE WILL remove from our files all references to Colleen Waucaush's Lippincott assessment included as part of her Defined Expectation Plan and **WE WILL** notify her in writing that this has been done and that the Lippincott assessment will not be used against her in any way.

MyMichigan Medical Center Sault

(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. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Callers who are deaf or hard of hearing who wish to speak to an NLRB representative should send an email to relay.service@nlrb.gov. An NLRB representative will email the requestor with instructions on how to schedule a relay service call.

Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 05-200
Detroit, MI 48226

Telephone: (313)226-3200
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACTED 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.

07-CA-296051