



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 07
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Detroit, MI 48226

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April 07, 2026

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International Brotherhood of Teamsters
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Re: Henry Ford Health Genesys Hospital, d/b/a
Genesys Regional Medical Center and
Henry Ford Genesys Hospital
Case 07-CA-379127

Dear Mr. Suetholz and Mr. Vazquez:

We have carefully investigated and considered your charge that Henry Ford Health Genesys Hospital, d/b/a Genesys Regional Medical Center and Henry Ford Genesys Hospital has violated the National Labor Relations Act.

Decision to Dismiss: Based on that investigation, I have decided to dismiss your charge for the reasons discussed below.

You allege that on November 4, 2025, the Employer unlawfully implemented terms without having reached impasse. You assert that impasse was legally precluded because the Employer failed to provide relevant information pursuant to the Union's request of March 14, 2025. You further allege that a delay in providing information constitutes an independent Section 8(a)(5) violation of the Act. Finally, you allege that the Employer's actions precipitated and prolonged an unfair labor practice strike.

The investigation revealed that on March 14, 2025, the Union requested certain information from the Employer in preparation for negotiations for a collective bargaining agreement, including

the information at issue in this matter: bargaining unit employees' health plan enrollment and health plan coverage levels. On June 25, 2025, the Employer provided to the Union a report purporting to include the requested health plan enrollment and coverage information. On July 30, 2025, the Union sought confirmation from the Employer that the provided data was accurate, and requested that to the extent the data was not accurate, the Employer provide an updated and complete list of all bargaining unit employees, including the specific health insurance plan each employee is enrolled in and the individuals covered under each plan. On August 12, 2025, having determined that the June 25 data was incorrect, the Employer provided the Union aggregate data showing the number of bargaining unit employees enrolled in each of five types of health insurance plans and the number of employees who waived health insurance, as well as the number of bargaining unit employees with each of four types of coverage levels. On August 22, 2025, the Union advised the Employer that the aggregate data did not satisfy the March 14 information request. The Union continued to seek a list of all bargaining unit RNs, specifying the health plan in which they are enrolled and the type of coverage for each.

On August 22, 2025, the Employer responded that it could not provide dependent-specific healthcare information without written authorization from each of the affected members. On September 1, 2025, a strike began. At a bargaining session on October 8, 2025, the Employer again advised it could not provide the requested health insurance information. The Employer indicated that the report provided on June 25 should not have been provided, that the requested information cannot be provided because of Health Insurance Portability and Accountability Act (HIPAA) concerns, and that the Employer does not possess the requested information. Thereafter, the parties exchanged communications in writing and at the bargaining table regarding the validity of the Employer's HIPAA defense. In a bargaining session on October 29, 2025, the Union offered that the Employer could provide the information using employee identification numbers rather than names to address the confidentiality concerns. On that same day, the Employer offered three different accommodations for the Union to obtain individual health insurance elections. The Employer asked that the Union confirm its preference among the three offered accommodations to the extent the Union wanted to pursue any of the options. On October 31, 2025, at a bargaining session, the Employer advised the Union that the Union's offer of employee identification numbers as an accommodation was not acceptable due to HIPAA concerns. On that same date, the Employer provided the Union a draft confidentiality and indemnification agreement containing various terms in exchange for providing to the Union the health insurance coverage elections made by each individual bargaining unit member during the 2025 plan year. On November 3, 2025, the Union responded to the Employer, again questioning the validity of the HIPAA defense. On November 4, 2025, the Employer declared impasse in collective bargaining negotiations and implemented some of its proposed terms.

It is well established that an employer has a statutory obligation to provide requested information that is relevant and will be of use to a union in fulfilling its responsibilities as the employees' exclusive collective bargaining representative. Where, as here, requested information is related to unit employees' terms and conditions of employment, the information is presumptively relevant and the union need not make any specific showing of relevance. If an employer has a valid reason for not providing the information, the employer may be excused from providing the

information or from providing it in the form requested. If an employer has such a claim, it must articulate those concerns to the union and make an offer to cooperate with the union to reach a mutually acceptable accommodation. Where an employer fulfills those obligations, the union may not ignore the employer's concerns or refuse to discuss a possible accommodation, even when the requested information is presumptively relevant.

It cannot be established that the Employer unlawfully failed or refused to provide the Union the information at issue. The Employer attempted to comply with the Union's request when it provided the June 25 report. When it determined the report was inaccurate, the Employer provided to the Union aggregate data establishing the total enrollment numbers of the bargaining unit employees in each type of health plan, including waived coverage, as well as the coverage levels. When that was not satisfactory to the Union, the Employer raised substantial and legitimate confidentiality concerns and made a reasonable, good-faith effort to accommodate the Union's needs. The Union rejected the offer of accommodations out of hand, thus effectively precluding a test of the Employer's willingness to give the Union the information it requested on mutually satisfactory terms.

With respect to the allegation that the Employer unreasonably delayed in providing the Union information upon its request, the Board considers a variety of factors in determining whether a party has failed to furnish information in a timely manner. Here, the requested information was part of a voluminous request for 23 items, many with multiple sub-parts, and thus the request was complex, voluminous, difficult to retrieve, and burdensome to provide. The Employer provided much of the overall requested information between the March 14 request and June 25, the date it initially provided health insurance information. During this same time period, 28 bargaining sessions occurred and the parties reached approximately 24 tentative agreements. The parties discussed outstanding information requests and, on some occasions, the Union reiterated its request for the health insurance information. The evidence does not establish that the Employer during this time period rejected the request for information, but rather advised it was working on and/or looking into it. Under these circumstances, it was not an unlawful delay when the Employer provided the information on June 25. Less than two weeks after the Union sought clarification on July 30, the Employer provided aggregate data, which again does not constitute an unlawful delay. When that also did not satisfy the Union, the Employer timely raised its confidentiality and HIPAA-related concerns. Accordingly, there is no basis to find an unreasonable delay.

Inasmuch as there is no finding of an unfair labor practice, these allegations cannot serve as a basis to find that the Employer's declaration of impasse was unlawful, or that the Union's September 1 strike is an unfair labor practice strike.

Charging Party's Right to Appeal: The Charging Party may appeal my decision to the General Counsel of the National Labor Relations Board, through the Office of Appeals.

Means of Filing: You must file your appeal electronically or provide a written statement explaining why electronic submission is not possible or feasible. Written instructions for the NLRB's E-Filing system and the Terms and Conditions of the NLRB's

E-Filing policy are available at www.nlr.gov. See [User Guide](#). A video demonstration which provides [step-by-step instructions](#) and frequently asked questions are also available at www.nlr.gov. If you require additional assistance with E-Filing, please contact e-Filing@nlrb.gov.

You are encouraged to also submit a complete statement of the facts and reasons why you believe my decision was incorrect. If you cannot file electronically, please send the appeal and your written explanation of why you cannot file electronically to the **General Counsel** at the **National Labor Relations Board, Attn: Office of Appeals, 1015 Half Street SE, Washington, DC 20570-0001**. Unless filed electronically, a copy of the appeal should also be sent to me. The main telephone number for the Office of Appeals is **(202)273-3760**.

The appeal MAY NOT be filed by fax or email. The Office of Appeals will not process faxed or emailed appeals.

Appeal Due Date: The appeal is due on **April 21, 2026**. If the appeal is filed electronically, the transmission of the entire document through the Agency's website must be completed **no later than 11:59 p.m. Eastern Time** on the due date. If filing by mail or by delivery service an appeal will be found to be timely filed if it is postmarked or given to a delivery service no later than April 20, 2026. **If an appeal is postmarked or given to a delivery service on the due date, it will be rejected as untimely.** If hand delivered, an appeal must be received by the General Counsel in Washington D.C. by 5:00 p.m. Eastern Time on the appeal due date. If an appeal is not submitted in accordance with this paragraph, it will be rejected.

Extension of Time to File Appeal: The General Counsel may allow additional time to file the appeal if the Charging Party provides a good reason for doing so and the request for an extension of time is **received on or before April 21, 2026**. The request may be filed electronically through the **E-File Documents** link on our website www.nlr.gov, by fax to (202)273-4283, by mail, or by delivery service. The General Counsel will not consider any request for an extension of time to file an appeal received after April 21, 2026, **even if it is postmarked or given to the delivery service before the due date**. Unless filed electronically, a copy of the extension of time should also be sent to me.

Confidentiality: We will not honor requests to limit our use of appeal statements or evidence. Upon a request under the Freedom of Information Act (FOIA) by a party during the processing of an appeal, the Agency's FOIA Branch discloses appeal statements, redacted for personal privacy, confidential source protection, or other applicable FOIA exemptions. In the event the appeal is sustained, any statement or material submitted may be introduced as evidence

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at a hearing before an administrative law judge. However, certain evidence produced at a hearing may be protected from public disclosure by demonstrated claims of confidentiality.

Very truly yours,

A handwritten signature in black ink that reads "Elizabeth Kerwin". The signature is written in a cursive style with a large, sweeping flourish at the end.

Elizabeth Kerwin
Regional Director

TB:ME

Enclosure

cc: Grant T. Pecor, Esq.
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UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

APPEAL FORM

To: General Counsel
Attn: Office of Appeals
National Labor Relations Board
1015 Half Street SE
Washington, DC 20570-0001

Date:

Please be advised that an appeal is hereby taken to the General Counsel of the National Labor Relations Board from the action of the Regional Director in refusing to issue a complaint on the charge in

Case Name(s).

Case No(s). *(If more than one case number, include all case numbers in which appeal is taken.)*

(Signature)

E-FILING TO APPEALS

- Extension of Time:** This document is used when the Charging Party is asking for more time to e-file an Appeal.
 - If an Extension of Time is e-filed, and there are additional documents to be e-filed simultaneously with it, please e-file those documents under the selection **Correspondence**.
 - After an Extension of Time has already been e-filed, any **additional** materials to add to the Extension of Time should be e-filed under **Correspondence**.
- File an Appeal:** If the Charging Party does not agree with the Region's decision on the case, an Appeal can be e-filed.
 - Only **one (1) Appeal** can be e-filed to **each** determination in the Region's decision letter that is received.
 - After an Appeal has been e-filed, any **additional** materials to add to the Appeal should be e-filed under **Correspondence**.
- Notice of Appearance:** Either party can e-file a Notice of Appearance if there is a new counsel representing one side or a different counsel.
 - This document is only e-filed with the Office of Appeals after a decision has been made by the Region.
 - This document can be e-filed **before** an Appeal is e-filed.
- Correspondence:** Parties will **select** Correspondence when adding documents or supplementing the Appeal or Extension of Time.
 - Correspondence is used to e-file documents **after an Extension of Time, Appeal or Notice of Appearance** has been e-filed.
- Position Statement:** The Charging Party or Charged Party may e-file a Position Statement.
 - The Charging Party will e-file this document as a supplement of the Appeal.
 - The Charged Party will specifically file one to support the Region's decision.
 - This document should be e-filed **after an Extension of Time, Appeal or Notice of Appearance** has been e-filed.
- Withdrawal Request:** If the Charging Party decides to no longer pursue their appeal, he/she can e-file a Withdrawal Request to the Office of Appeals.
 - This document should be e-Filed **after an Extension of Time, Appeal or Notice of Appearance** has been e-filed.



- The selections of **Evidence** or **Other** should no longer be used.
- If you need to contact the Office of Appeals, please call **(202)273-3760**.