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12 **UNITED STATES GOVERNMENT**
13 **NATIONAL LABOR RELATIONS BOARD**

14 SERVICE EMPLOYEES INTERNATIONAL
15 UNION, LOCAL 87,

16 Respondent,

17 vs.

18 RUDIS E. AMAYA, *et al.*

Case No. 20-CB-153693

**RESPONDENT'S EXCEPTION TO
ADMINISTRATIVE LAW JUDGE'S
DECISION**

19 **Exception No. 1:**

20 The Respondent files this exception to the decision of the administrative law
21 judge's decision on the remedy on page 13, line 42 stating "[i]n making individuals
22 whole for their loss of earnings or other benefits, the loss will be computed on a
23 quarterly basis from May 28, 2015, to a date when they obtained regular employment at
24 their wage rate while employed by ABM."
25

1 This exception is based on the fact that the employees are not entitled to be paid
2 past May 28, 2015 at the wage rate while employed by ABM, but must be paid as new
3 employees for any time they should have been working for UBM, as their seniority
4 would reset and they would have been entitled only to the wage rate of a newly hired
5 employee.

6 The administrative law judge's ruling indicates that the union violated the law by
7 not allowing the non-permanent employees to begin working for UBM when UBM took
8 over the contract. However, the contract clearly states that only permanent employees
9 may transfer to the new employer while maintaining their seniority, wage rate, and
10 benefits. (ALJ Decision, Page 3, line 25.) According to the union contract, an employee's
11 seniority is company-specific. When an employee resigns from one company and takes a
12 job with a different company, they lose all their seniority. (Transcript joint exhibit 1,
13 Section 6.2.) Therefore, any non-permanent employee working in the Zynga building
14 who was to be hired by UBM would only be entitled to the wage rate for a newly hired
15 employee with zero hours of seniority. (Transcript joint exhibit 1, Section 8.2.)

16 The exception is also based on the fact that the ALJ stated that the union must
17 provide lost pay until each employee obtained regular employment, even though the
18 employees testified that they did not seek work at ABM or Respondent's hiring halls.

19 Dated: January 19, 2016

SIEGEL & YEE

21 By: /s/Kevin Brunner
22 Kevin Brunner
23 Attorneys for Respondent
24 SEIU Local 87

