UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

VALLEY HEALTH SYSTEM LLC, d/b/a DESERT SPRINGS HOSPITAL MEDICAL CENTER, And VALLEY HOSPITAL MEDICAL CENTER, INC., d/b/a VALLEY HOSPITAL MEDICAL CENTER and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107	Cases: 28-CA-184993 28-CA-185013 28-CA-189709 28-CA-189730 28-CA-192354 28-CA-193581 28-CA-194185 28-CA-194194 28-CA-194450 28-CA-194471 28-CA-194790 28-CA-195235 28-CA-197426 28-CA-201519

RESPONDENT VALLEY HEALTH SYSTEM LLC,
d/b/a DESERT SPRINGS HOSPITAL MEDICAL CENTER and
VALLEY HOSPITAL MEDICAL CENTER, INC.,
d/b/a VALLEY HOSPITAL MEDICAL CENTER
EXCEPTIONS TO THE ADMINISTRATIVE
LAW JUDGE'S DECISION ISSUED SEPTEMBER 28, 2018

Valley Health System LLC, d/b/a Desert Springs Hospital Medical Center and Valley Hospital Medical Center, Inc., d/b/a Valley Hospital Medical Center (Respondent), by and through its undersigned attorneys, pursuant to Section 102.46 of the Board's Rules and Regulations hereby files its Exceptions to the Decision of Administrative Law Judge Dickie Montemayor, which was issued on September 28, 2018. The specific grounds and authorities in support of the Exceptions are set forth in more detail in the accompanying brief.

1. Respondents except to the Administrative Law Judge's (ALJ) finding that management representatives Jeanne Schmid, Carol Dugan and Kim Crocker were not credible. (JD at ALJ Opinion.)

2. Respondents except to the ALJ's finding that Charging Party or General Counsel witnesses Sue Komenda, Randall Peters, Amelia Gayton, Romina Loretto, Natalie Hernandez, Katrina Alvarez, Megan Bell and John Archer were credible. (JD at ALJ Opinion.)

3. Respondents except to the ALJ's finding that dues deduction cessation violated the Act. (JD at 11, ll. 25-13, l. 17.)

4. Respondents except to the ALJ's finding that Dugan violated the Act by confiscating Union literature. (JD at 13, ll. 15-40.)

5. Respondents except to the ALJ's findings that removal of literature and prior approval before posting on bulletin boards violated the Act. (JD at 15, ll. 13-37.)

6. Respondents except to the ALJ's finding that Melley and Cassard interfered with Union representatives access to unit members. (JD at 16, ll. 33-46.)

7. Respondents except to the ALJ's finding that Crocker's "discourtesy" regarding access to new employees violated the Act. (JD at 17, ll. 3-42.)

8. Respondents except to the ALJ's finding that Dugan's statement to Alvarez had a chilling effect on Section 7 Rights and constituted a unilateral change. (JD at 18, ll. 1-34.)

9. Respondents except to the ALJ's finding that Valley Hospital violated the Act by failing to provide requested information to the Union. (JD at 18, ll. 35 – p. 20, l. 16.)

10. Respondents except to the ALJ's finding that the failure to provide sign-in sheets and for Reyes to testify warranted imposition of an adverse inference. (JD at 22, ll. 1-36.)

11. Respondents except to the ALJ's finding that Sue Komenda was a credible witness. (JD at 20, l. 18 – p. 22, l. 36.)

12. Respondents except to the ALJ's finding that Valley Hospital's captive audience meeting was coercive. (JD at 20, l. 18 – p. 22 l. 36.)

13. Respondents except to the ALJ's finding that Schmid violated the Act by promising a wage increase. (JD at 20, l. 18 – p. 23 l. 7.)

14. Respondents except to the ALJ's finding that Schmid violated the Act by expressing a futility in the collective bargaining process. (JD at 20, l. 18 – p. 23 l. 20.)

15. Respondents except to the ALJ's finding that Reyes statement about better administrators wanting to work at non-union facilities violated the Act. (JD at 20, l. 18 – p. 23 l. 30.)

16. Respondents except to the ALJ's finding that Valley Hospital violated the Act by withdrawing recognition from the Union. (JD at 23, l. 32 – p. 27 l. 4.)

17. Respondents except to the ALJ's finding that Valley Hospital relied upon electronic submissions that did not establish evidence of actual loss of majority status or union's loss of evidence of actual loss of majority status by the Union. (JD at 23, l. 32 – p. 26 l. 20.)

18. Respondents except to the ALJ's finding that Valley relied on signatures which could not be authenticated without a reasonable degree of certainty. (JD at 26, l. 22 – p. 27 l. 4.)

19. Respondents except to the ALJ's finding that Valley Hospital violated the Act by granting a wage increase. (JD at 27, ll. 6-17.)

20. Respondents except to the ALJ's finding that Valley Hospital violated the Act by granting a wage increase without bargaining with the Union. (JD at 27, ll. 19-27.)

21. Respondents except to the ALJ's finding that Smith was an agent of Desert Springs Hospital. (JD at 27, l. 29 – p. 30 l. 18.)

22. Respondents except to the ALJ's finding that Smith engaged in unlawful surveillance. (JD at 27 l. 29 – p. 30 l. 39.)

23. Respondents except to the ALJ's finding that Desert Springs unlawfully withdrew recognition from the registered nurses unit. (JD at 31, l. 15 – p. 32 l. 25.)

24. Respondents except to the ALJ's finding that Desert Springs Hospital relied upon electronic submissions that did not establish evidence of actual loss of majority status or union's loss of evidence of actual loss of majority status by the Union. (JD at 32, ll. 1-8.)

25. Respondents except to the ALJ's finding that Desert Springs Hospital relied on registered nurses signatures which could not be authenticated without a reasonable degree of certainty. (JD at 32, ll. 10-24.)

26. Respondents except to the ALJ's finding that Desert Springs Hospital violated the Act by granting the registered nurses wage increase. (JD at 32 ll. 26-39.)

27. Respondents except to the ALJ's finding that Desert Springs Hospital violated the Act by granting the registered nurses unit unilateral change to wages. (JD at 32 ll. 26-39.)

28. Respondents except to the ALJ's finding that Desert Springs violated the law by withdrawing recognition from the technical unit. (JD at 33, ll. 1-12.)

29. Respondents except to the ALJ's finding that Desert Springs Hospital relied upon electronic submissions that did not establish evidence of actual loss of majority status or union's loss of evidence of actual loss of majority status by the Union from the technical unit. (JD at 33, ll. 14-21.)

30. Respondents except to the ALJ's finding that Desert Springs Hospital relied on a technical signature which could not within a reasonable degree of certainty be authenticated. (JD at 33, ll. 23-33.)

31. Respondents except to the ALJ's finding that Desert Springs Hospital violated the Act by granting the technical unit a wage increase. (JD at 33, ll. 35-39.)

32. Respondents except to the ALJ's finding that Desert Springs Hospital violated the Act by granting the technical unit a unilateral change to wages. (JD at 33 ll. 40 – p. 34 l. 3.)

33. Respondents except to the ALJ's finding that Respondents unfair labor practices caused disaffection. (JD at 34 ll. 5 – p. 34 l. 44.)

34. Respondents except to the ALJ's Conclusions of Law, Proposed Remedy, Proposed Orders, and Proposed Notices in their entirety. (JD at 35 ll. 1 – p. 44 l. 45 and Appendices.)

35. Respondents except to the ALJ's statement that the hearing was held between July 3, 2017 and September 26, 2017. (JD at 1 ll. 40-46.)

36. Respondents except to the ALJ's finding that Respondents violated the Act. (JD at 2 ll. 10-11.)

37. Respondents except to the ALJ's finding that Carol Dugan was Director of Nursing at Desert Springs. (JD at 3 ll. 10-18.)

38. Respondents except to the ALJ's finding that at all relevant times the Respondents recognized the Union as the exclusive bargaining representative and that the Union was the exclusive bargaining representative of the units. (JD at 4 l. 4 – p. 5 l. 10.)

39. Respondents except to the references to paragraphs 6(a)-6(h), 6(j)(l), 7(a), 7(b), 7(f) and 7(g) as no such paragraphs exist. (JD at 8 ll. 23-38.)

Dated this the 16th day of November, 2018.

Respectfully submitted,

/s/ Thomas H. Keim, Jr.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed electronically with the National Labor Relations Board at *www.nlrb.gov*, and duly served electronically upon the following named individuals on this the 16th day of November, 2018.

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/s/ Thomas H. Keim, Jr.
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