

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

Case No. 07-CA-205394

VHS OF MICHIGAN, INC.,)
d/b/a DETROIT MEDICAL)
CENTER (DMC),)
)
Respondent,)
)
and)
)
LOCAL 283, INTERNATIONAL)
BROTHERHOOD OF)
TEAMSTERS (IBT),)
)
Charging Party.)

**RESPONDENT VHS OF MICHIGAN, INC.'S EXCEPTIONS TO THE
DECISION OF THE ADMINISTRATIVE LAW JUDGE**

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Dated: September 3, 2019

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Respondent VHS of Michigan, Inc. (“Respondent” or “DMC”), through its counsel, hereby submits below its Exceptions to the Decision of the Administrative Law Judge (“ALJ”) dated July 23, 2019.

1. The Respondent excepts to the ALJ’s legal conclusion that *Intermountain Rural Electric Association* is dispositive of this case.”¹ The Board’s decision in *Intermountain* is factually inapposite. Here, unlike *Intermountain*, there is no conflict between the parties’ conduct and their bargaining agreement. DMC merely exercised a right that it plainly reserved to itself in the parties’ bargaining agreement, i.e., to choose between overtime calculation schedules.

2. The Respondent excepts to the ALJ’s legal conclusion that Charging Party Local 283, International Brotherhood of Teamsters (“Teamsters” or “Union”) did not waive its right to bargain the method of calculating overtime in Article 7, Section 1(A) of the parties’ bargaining agreement.² In reaching this conclusion, the ALJ erroneously concluded that *Intermountain* “foreclosed” this argument.³

3. The Respondent excepts to the ALJ’s legal conclusion that “Respondent’s long-standing and consistent practice of paying unit employees the overtime rate when they worked more than 8 hours in a shift is such a term and condition of employment that cannot be changed unilaterally.”⁴ In reaching this conclusion, the ALJ erroneously relied on the Board’s decision in *Intermountain*.

¹ Decision at p. 3, lines 23-25.

² *Id.* at fn. 4.

³ *Id.*

⁴ *Id.* at p. 4 (lines 5-10).

4. The Respondent excepts to the ALJ's legal conclusion that it violated Section 8(a)(5) and (1) by "unilaterally changing its policies as to when unit employees were eligible for overtime pay."⁵ In reaching this conclusion, the ALJ again erroneously relied on the Board's decision in *Intermountain*.

5. The Respondent excepts to the entirety of the ALJ's Remedy and Order.⁶

Respectfully Submitted,

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⁵ *Id.* at p. 4 (lines 10-14).

⁶ *Id.* at pp. 4 (lines 35-40), 5, and 6 (lines 1-5)