

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD¹**

**VANGUARD HEALTH SYSTEMS OF MICHIGAN
(VHS), A WHOLLY OWNED SUBSIDIARY OF
TENET, d/b/a DETROIT MEDICAL CENTER
(DMC)**

Respondent

and

Case 07-CA-205394

**LOCAL 283, INTERNATIONAL BROTHERHOOD
OF TEAMSTERS (IBT)**

Charging Party

**COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING BRIEF TO
RESPONDENT'S EXCEPTIONS TO THE ADMINISTRATIVE LAW
JUDGE'S DECISION**

Robert A. Drzyzga
Counsel for the General Counsel
National Labor Relations Board - Region 7
Patrick V. McNamara Federal Bldg.
477 Michigan Avenue, Room 05-200
Detroit, MI 48226-2569
Direct Dial: (313) 335-8052
Email: robert.drzyzga@nlrb.gov

¹ Throughout this Answering Brief the following references will be used:

Transcript: Tr (followed by page number)

General Counsel Exhibit: GC (followed by exhibit number)

Respondent Brief: R Brief (followed by page number)

Respondent Exceptions: R EX (followed by page number)

Administrative Law Judge Decision: ALJD (followed by page number)

TABLE OF CONTENTS

	Page
TABLE OF CONTENTS	i
TABLE OF AUTHORITIES	ii
I. PROCEDURAL HISTORY	1
II. RESPONDENT’S EXCEPTIONS	1
A. (1) The ALJ’s legal conclusion that <i>Intermountain Rural Electric Association</i> is dispositive of this case and is not factually inapposite because it is consistent with the Board’s analysis in <i>MV Transportation, Inc.</i> (Respondent Exception 1)	1
(2) The ALJ’s legal conclusion that the Charging Party did not waive its right to bargain the method of calculating overtime under <i>Intermountain</i> is supported by the record evidence. (Respondent Exception 2)	1
(3) The ALJ’s legal conclusion that “Respondent’s long-standing practice of paying unit employees the overtime rate when they worked more than 8 hours in a shift is cannot be changed unilaterally under <i>Intermountain</i> is supported by the record evidence. (Respondent Exception 3)	1
(4) The ALJ’s legal conclusion that Respondent violated Section 8(a)(5) and (1) by “unilaterally changing its policies as to when unit employees were eligible for overtime pay” under <i>Intermountain</i> is supported by the record evidence. (Respondent Exception 4)	1
B. The ALJ’s Remedy and Order is appropriate. (Respondent Exception 5)	10
C. The ALJ did not err by refusing to defer this case to arbitration. (Respondent Exception 6)²	11
III. CONCLUSION	13

² While not listed as an exception, Respondent argued for deferral in its supporting brief. R BRF, pp 6-7

TABLE OF AUTHORITIES

Cases

Adair Standish Corp., 292 NLRB 890 (1989)..... 9
Adkins v. Times World Corp., 771 F.2d 829, 831 (4th Cir. 1985), cert denied 474 U.S.
1109 (1986)..... 7
Amoco Chemical Co., 328 NLRB 1220 (1999)..... 7
Blue Circle Cement Co., 319 NLRB 954, 956, 958-59 (1995) 9
Carpenters (Mfg. Woodworkers Assn.), 326 NLRB 321 (1998) 13
Collyer Insulated Wire, 192 NLRB 837, 839 (1971) 11
Columbus Printing Pressman 252 (R. W. Page Corp), 219 NLRB 268, 270 (1975) 13
Dickerson-Chapman Inc., 313 NLRB 907, 942 (1994).....9-10
E.I. duPont de Nemours and Company, 368 NLRB No. 48, slip op. at 5-6 (Sept. 4,
2019) 3
Hanes Corp., 260 NLRB 557, 557, 561-63 (1982)9-10
Intermountain Rural Electric Association, 305 NLRB 783, 787-88 (1991)1-4
J.P. Stevens & Co., 239 NLRB 738, 742-43 (1978)..... 9
Kaumagraph Corp., 313 NLRB 624, 624–625 (1994)..... 11
Kenosha Auto Transport Corporation, 302 NLRB 888, FN 2 (1991) 12
MV Transportation, Inc., 368 NLRB No. 66, (September 10, 2019)..... 1-2, 4-5
Provena St. Joseph Medical Center, 350 NLRB 808, 811 (2007)..... 2
Standard Candy Co., 147 NLRB 1070, 1073 (1964) 9
Trojan Yacht, 319 NLRB 741, 743 (1995)..... 9
United Technologies Corp., 268 NLRB 557 (1984) 12
Watsonville Newspapers, LLC, d/b/a Watsonville Register-Pajaronian,
320 NLRB 957, 958 (1999)..... 8
Wilkes-Barre Hosp. Co., 857 F.3d 364, 377 (D.C. Cir. 2017) 5
Wonder Bread, 343 NLRB 55 (2004)..... 11

Federal Statutes

Fair Labor Standards Act, 29 U.S.C. § 207(j)..... 8

Federal Regulations

Boards Rules and Regulations Section 102.46.....1

Counsel for the General Counsel, pursuant to Section 102.46 of the Board's Rules and Regulations, respectfully submits the following Answering Brief.

I. PROCEDURAL HISTORY

On June 4, 2019, Administrative Law Judge Arthur J. Amchan (ALJ Amchan) conducted a hearing in the above matter. On July 23, 2019, ALJ Amchan issued his decision, finding that Respondent violated Section 8 (a) (1) and (5) of the Act by unilaterally changing its policies as to when unit employees were eligible for overtime pay. (ALJD P 4, L 12-13) On September 3, 2019, Respondent filed exceptions to the ALJD. Counsel for the General Counsel respectfully requests that Respondent's exceptions be denied in their entirety and responds as follows:

II. RESPONDENT'S EXCEPTIONS

- A. (1) The ALJ's legal conclusion that *Intermountain Rural Electric Association* is dispositive of this case and is not factually inapposite as alleged by Respondent because it is consistent with the Board's analysis in *MV Transportation, Inc.*
(Respondent Exception 1).
- (2) The ALJ's legal conclusion that the Charging Party did not waive its right to bargain the method of calculating overtime under *Intermountain* is supported by the record evidence.
(Respondent Exception 2)
- (3) The ALJ's legal conclusion that Respondent's long-standing practice of paying unit employees the overtime rate when they worked more than 8 hours in a shift cannot be changed unilaterally under *Intermountain* is supported by the record evidence.
(Respondent Exception 3)
- (4) The ALJ's legal conclusion that Respondent violated Section 8(a)(5) and (1) by "unilaterally changing its policies as to when unit employees were eligible for overtime pay" under

Intermountain is supported by the record evidence.
(Respondent Exception 4)

Respondent argues in Exceptions 1 through 4 that ALJ Amchan's reliance in his legal conclusion on *Intermountain Rural Electric Association*, 305 NLRB 783, 787-88 (1991) is misplaced. More particularly, Respondent asserts that the legal principles in *Intermountain* is factually inapposite because: (1) there is no conflict between the parties' conduct and their bargaining agreement and Respondent merely exercised its right to choose between overtime calculation schedules; (2) the Charging Party waived its right to bargain the method of calculating overtime in Article 7, Section 1(A) of the parties' bargaining agreement; (3) Respondent could unilaterally change its long standing practice of paying unit employees the overtime rate when they worked more than 8 hours in a shift; and (4) Respondent did not violate Section 8(a) (5) and (1) by "unilaterally changing its policies as to when unit employees were eligible for overtime pay." All of Respondent's exceptions lack merit.

In *MV Transportation, Inc.*, 368 NLRB No. 66, (September 10, 2019) slip op. at 1 (September 10, 2019), the Board abandoned the waiver standard articulated in *Provena St. Joseph Medical Center*, 350 NLRB 808, 811 (2007), and adopted the "contract coverage" standard. Under this standard, the Board will examine the "plain language of the [CBA] to determine whether action taken by a Respondent was within the compass or scope of contractual language granting the Respondent the right to act unilaterally." *Id.*, slip op. at 2. If the parties' agreement does not cover the disputed change, the Board will apply a waiver analysis to determine whether some combination of contractual language, bargaining history, and past practice establishes that the union waived its right to bargain regarding the challenged unilateral

change. *Id.*, slip op. at 12; *see also E.I. duPont de Nemours and Company*, 368 NLRB No. 48, slip op. at 5-6 (Sept. 4, 2019).

In determining that Respondent violated Section 8(a) (5), ALJ Amchan reasoned as follows:

“I conclude that the Board’s decision in *Intermountain Rural Electric Association* is dispositive of this case. Intermountain had an established practice of computing eligibility for overtime pay for all hours for which an employee was compensated, including vacation and sick leave. In 1980, Intermountain succeeded in changing the contract language to require employees to make up paid time off before being paid at the premium overtime rate. According to the contract, employees became eligible for overtime pay only if they worked more than 8 hours a day or 40 hours per week. Despite this change in the contract, Intermountain continued to pay the overtime rate for all hours for which employees were compensated. In 1989 Intermountain unilaterally ceased this practice and refused to pay overtime rates unless an employee actually worked 40 hours a week or a full 8-hour day. The Board found this to be an illegal unilateral change.

An employer’s practices, even if not required by a collective bargaining agreement, which are regular and long-standing, rather than random or intermittent, become terms and conditions of unit employees’ employment, which cannot be altered without offering their collective bargaining representative notice and an opportunity to bargain over the proposed change.”

(ALJD P 3, L23-39, and FN 4) (cites and FN omitted)

ALJ Amchan found consistent with *Intermountain Rural Electric Association* that in order to lawfully change an established past practice, notice and an opportunity to bargain over the past practice must be given prior to making a change regardless of the language in the contract. Respondent attempts to distinguish the instant matter by claiming it is simply exercising its contractual right to change the overtime provision as authorized in Article VII of the collective bargaining agreement. Respondent’s argument fails. First, even if there was language authorizing the change, which Counsel for the General Counsel does not concede, the Respondent is required to bargain because of its practice as noted above. Second, Respondent’s

argument that Article VII A authorizes the change lacks merit because the contract is silent on how overtime will be paid. Neither Article VII, Hours of Work, Section 1 (A) Normal Work Schedule nor Section 4, Overtime (GC 2 and 3, p 10, GC 4, p 9) indicate how many hours an employee must work in a given work day or work week before they are paid overtime wage rates. (Tr 72-73) Nor does Article VII incorporate by reference, or otherwise identify, any Respondent policy that governs how many hours an employee must work in a given work day or work week before they are paid overtime wage rates. (Tr 74-75). Moreover, the past practice between the Respondent and Charging Party since at least 2006 has been that Respondent pays Unit employees overtime wage rates for any hours worked more than 8 hours per work day, or more than 80 hours worked in a two week pay period. This past practice was in place from January 1, 2006 until July 13, 2017, over 11 years. (Tr 44). Indeed, Respondent's Supervisor Samantha Sutton corroborated Charging Party President Steve Hicks testimony to that effect in an email to her fellow supervisors and managers that the rule has always been 8/80; Hicks was further corroborated by Respondent's Manager of Labor Relations Catherine Reed. (Tr 80, GC 6). Unlike the Respondent in *Intermountain Rural Electric Association*, where a violation was found where there was applicable contract language changed by a past practice, Respondent in the instant matter *does not* have a contract provision that allows the Respondent to make the change to the overtime calculation policy.

Respondent's argument that the Charging Party waived its right to bargain by virtue of the contract language also lacks merit. In interpreting the parties' agreement, relevant factors to consider include: (1) the wording of the proffered sections of the agreement at issue; (2) the parties' past practices; and (3) the relevant bargaining history. *MV Transportation, Inc.* at slip

op 12. Applying those factors here, it is apparent that the Charging Party did not clearly and unmistakably waive its right to bargain over the unilateral implementation of the overtime policy. The opposite is true. As to the first factor, the language in the agreement, nothing in “Article VII, Section 4, Overtime” identifies how many hours Unit employees are required to work before being paid for overtime. Although Article VII, Section 1 A allows the Respondent to change to a 40-hour work week, it does not indicate that corresponding changes to the payment of overtime are authorized or indicate the number of hours an employee is required to work in a work day or work week before overtime is paid. (GC 2). Although Respondent retains the authority to decide certain matters exclusively, Article VII, Section 1A does not mention payment of overtime or any area of managerial authority that encompasses pay practices. *Cf MV Transportation, Inc.*, slip op. at 15-16 (adding a task to possible work assignments of employees on light duty fell within the scope of a management rights clause granting the Respondent the right to assign employees), with *Wilkes-Barre Hosp. Co.*, 857 F.3d 364, 377 (D.C. Cir. 2017) (finding that neither an article addressing across-the-board raises nor a standard durational clause covered the Respondent’s cessation of longevity-based increases after the contract expired). Moreover, the broad language in Section 2 granting the Respondent the right to “administer” all matters outside the Respondent’s exclusive control (as listed in Sections 1 and 2) falls short of granting the Respondent exclusive authority over all terms not specifically mentioned in the agreement. To the contrary, this is mere catch-all language enabling the Respondent to execute its operations in other respects, and the use of the narrower term “administer” should be contrasted with the “free hand” section 1 grants the Respondent in the enumerated areas (e.g. number of employees). In short, none of the relevant articles of the

agreement grant the Respondent discretion to determine how it calculates when overtime pay is due to an employee.

There are no other contractual provisions that weigh in favor of a waiver on this subject. The contract contains language in Article VII, Section 4 (GC 2) defining under what circumstances overtime will be assigned and the procedure for assignments, but it is silent on the formula to determine how many hours must be worked in a given day or pay period for Unit employees to be paid for overtime. The contract does not cover the issue, let alone provide sufficient language to establish waiver.

The second factor, past practice, as noted above, indicates that the Respondent paid overtime for any hours worked over eight per day over the entire course of the collective bargaining relationship. Further, there is no evidence that Respondent ever attempted to change this practice prior to July.

The third factor, bargaining history, contradicts the contention that the Charging Party waived its bargaining rights on this specific subject. There is no record evidence of the Charging Party conceding this matter in past or current negotiations. Charging Party's Hicks testified that the past practice since inception of the collective bargaining relationship was for Unit employees to be paid overtime for any hours worked over eight hours in one day. As noted above, Hicks's testimony is corroborated by an email sent by Respondent's Supervisor Sutton who indicated the same. (Tr 44, GC 6). Hicks further testified that since 2016, the parties negotiations have not produced any agreements on Section VII Hours of Work; the parties are currently still bargaining

for a new agreement and the parties have not reached impasse. (Tr 44-45, 80-81). Hicks promptly objected to the changes on June 23 when he was first learned of the meeting regarding changes to policies and requested that the matter be handled in bargaining. On July 13, during a bargaining session, Hicks again voiced his objection after the Respondent implemented the change on July 9. Hick's objection to the unilateral change negates any claim that the Charging Party consciously yielded its right to bargain about this issue.

Further, any Respondent argument that any of its policies regarding the payment of overtime are incorporated by reference lacks merit. There is no specific reference to any of its underlying overtime pay policies in Article VII, or any other contract provision regarding the payment of overtime. Respondent's argument is further undercut by the fact that some of its policies were referenced in these same contracts. For example, Article XV requires that unit employees participate in flexible benefits as do other non-bargaining unit members. (GC 2-4). However, there is no record evidence that any of its overtime policies were incorporated by reference, were discussed in any collective bargaining sessions at any time since the inception of the collective bargaining relationship, or that the parties specifically intended to include the Respondent's pay policies in any of its collective bargaining agreements. Further, these policies exist separately and apply to all employees who work for the Respondent. There is no evidence that the overtime policy in question was ever created in conjunction with the past unit collective bargaining agreements, was executed in conjunction with those past agreements or existed solely because of the agreements. *Adkins v. Times World Corp.*, 771 F.2d 829, 831 (4th Cir. 1985), cert denied 474 U.S. 1109 (1986); *Amoco Chemical Co.*, 328 NLRB 1220 (1999). Cf. *E.I. duPont*, 368 NLRB No. 48, slip op. at 8-9 (September 4, 2019) (waiver established based on CBA's

reference to plan documents which themselves reserved the right to make changes to dental and medical plans as well as past practice of union acquiescence to prior changes to the plans).

Respondent's argument that the Fair Labor Standards Act (FLSA) authorizes the change is without merit as well. Although ALJ Amchan recognized that that FLSA Section 7 (j) authorizes health care employers to operate under alternative work schedules, his finding did not negate his conclusion that the Respondent was required to bargain over changes to the overtime calculation provision and is consistent with Board law. In *Watsonville Newspapers, LLC, d/b/a Watsonville Register-Pajaronian*, 320 NLRB 957, 958 (1999), the Board found the Respondent violated Section 8 (a) (5) when it refused to bargain regarding a change in employee exempt status initiated under FLSA Section 541.5. The Board noted:

“...the judge concluded that the Respondent's rule was a reasonable attempt to qualify the employees for exemption from FLSA overtime requirements, and that the Respondent therefore was privileged to impose it unilaterally. We disagree. As the judge correctly noted, the Respondent had a duty to comply with the FLSA's overtime provisions. However, it does not follow that the Respondent was therefore “required” by the FLSA to change the work schedules of the display ad employees. What the FLSA requires is the payment of overtime to all employees except those that fall within one of the categories that are exempt under the statute from the overtime requirements. Although the statute allows an employer not to pay overtime to employees whose duties and work schedules are such that they are in an exempt category, it does not in any sense mandate that the job of any employee be structured so as to enable the employer to treat the employee as exempt.

We recognize that it may cause these employees to be nonexempt, pending bargaining. However, that is not the same as requiring the Respondent to act illegally, as the FLSA does not require the Respondent to treat these employees as exempt.”

The Board has consistently held that employers required by federal law to change their employees' terms and conditions of employment must still bargain over the aspects of those changes over which the employers retain discretion. For example, employers required by federal

law to provide their employees with toxic-free eating areas, safety equipment, and/or daily safety inspections must bargain over alternative eating places, the selection of required safety equipment, and/or the designation of employee inspectors. *See Blue Circle Cement Co.*, 319 NLRB 954, 956, 958-59 (1995) (employer must bargain over alternative eating location where required by federal safety regulations to forbid employees from eating near toxic chemicals), *enf. denied on other grounds mem.* 106 F.3d 413 (10th Cir. 1997) (union failed to request bargaining over alternative eating location, resulting in waiver); *Dickerson-Chapman Inc.*, 313 NLRB 907, 942 (1994), 313 NLRB at 942 (employer must bargain over selection of employees required by OSHA to be designated “competent persons” for worksite inspections); *Hanes Corp.*, 260 NLRB 557, 557, 561-63 (1982) (employer must bargain over discretionary aspects, such as brand and fit, of OSHA requirement to provide employees with respirators), *overruled in part on other grounds Adair Standish Corp.*, 292 NLRB 890 (1989); *J.P. Stevens & Co.*, 239 NLRB 738, 742-43 (1978) (same; brand of respirator), *enfd. in pertinent part* 623 F.2d 322, 325 (4th Cir. 1980). The Board has also ordered employers to bargain over how to implement wage and benefit changes mandated by tax and minimum wage laws. *See Trojan Yacht*, 319 NLRB 741, 743 (1995) (employer must bargain over which of available pension plan amendments it should adopt to comport with revised tax statute); *Standard Candy Co.*, 147 NLRB 1070, 1073 (1964) (employer must bargain over wage increases in excess of new minimum wage rates). In these cases, the Board has ordered employers to rescind their unilateral implementation of the mandated rules and bargain over the areas of implementation over which the employers retain flexibility and discretion. *See, e.g., Blue Circle Cement Co.*, 319 NLRB at 962-63 (affirmed by Board, ordered employer to rescind restriction on lunch location except where near toxic chemicals, per federal regulation, and bargain over alternative lunch room); *Trojan Yacht*, 319

NLRB at 744 (Board ordered employer to rescind unilateral changes to pension plan and bargain over how to change plan to comport with revised tax code); *Dickerson-Chapman, Inc.*, 313 NLRB at 916-17, 945-46 (ALJ, affirmed by Board, ordered employer to rescind designation of certain employees as “competent persons” under OSHA regulations and bargain over identity and training of such persons). *Cf. Hanes Corp.*, 260 NLRB 557, 557-558, 561-565 (1982) (ALJ, affirmed by Board, ordered employer to bargain with union over respirators and reinstate employee discharged pursuant to unlawfully implemented respirator rule pending his compliance with newly-bargained rule).

Catherine Reed, Respondent’s Manager of Labor Relations, testified that the work week change was discretionary and indicated the Respondent could bargain with the Charging Party over the change if Respondent complied with the FLSA statute. (Tr 73-75, 77-79). Respondent was not in violation of the FLSA or required by law to make the change in its overtime policy. While Respondent has the right to change its work week under the FLSA, it also has a concurrent obligation to bargain discretionary portions of that change under the NLRA, which it failed to do in violation of Section 8 (a) (5) of the Act.

For all the above reasons, the contractual language, past practice, and bargaining history all fail to establish a clear and unmistakable waiver.

**B. The ALJ’s Remedy and Order is appropriate.
(Respondent Exception 5).**

Respondent generally excepts to the ALJ's Remedy and Order in its entirety without specifying its basis for doing so. (R EX P 3) The ALJD proposes traditional Board order language and remedies including provisions requiring Respondent to bargain upon request, a make whole provision for lost backpay and a notice posting. (ALJD P 4-6)

The responsibility for fashioning an appropriate remedy rests with the Board under Section 10(c) of the Act. *Kaumagraph Corp.*, 313 NLRB 624, 624-625 (1994) Counsel for the General Counsel respectfully requests that the Board grant the Remedy and Order proposed in the ALJD.

C. The ALJ did not err by refusing to defer this case to arbitration.

(Respondent Exception 6)³

Respondent argues that ALJ Amchan should have deferred this matter to the parties' grievance and arbitration procedure. As background, Respondent raised the issue of deferral during pre-trial off the record discussions and never filed a formal motion requesting deferral that required a response from Counsel for the General Counsel.

The Board has found prearbitral deferral appropriate when the dispute arises within the confines of a long and productive bargaining relationship; there is no claim of animosity to the exercise of employee statutory rights; the parties' agreement provides for arbitration of a very broad range of disputes; the arbitration clause clearly encompasses the dispute; the employer has asserted its willingness to arbitrate the dispute; and the dispute is eminently well suited to resolution through arbitration. See *Wonder Bread*, 343 NLRB 55 (2004), citing *Collyer*

³ While not listed as an exception, Respondent argued for deferral in its supporting brief. (R BRF, pp 6-7)

Insulated Wire, 192 NLRB 837, 839 (1971), and *United Technologies Corp.*, 268 NLRB 557 (1984).

Respondent's argument that this matter is appropriate for deferral lacks merit because: (1) the parties recent collective bargaining history suggests animosity between the parties; and (2) the matter is not well suited for resolution through arbitration.

As for bargaining history, while the parties have had a collective bargaining relationship for several years, this relationship has recently deteriorated as evidenced by the number of unfair labor practice charges filed in recent years; some of which manifest in the Consolidated Complaint in these proceedings. These allegations include that the Respondent was manipulating the selection of arbitrators by not paying their fees, thereby forcing the arbitrators to recuse themselves; denying the Charging Party's President and lead negotiator Steve Hicks access to its facilities; refusing to bargain with Hicks; and conditioning bargaining on non-mandatory subjects by requiring the use of mediators. (GC 1(k) Para 11-13 and GC 1 (y) Para 13)⁴. The parties' failure to reach a new agreement since 2016, and the Respondent's blatant disregard to bargain with the Charging Party over the unlawful unilateral change regarding its overtime pay policy in this matter further illuminates the animosity between the parties. (ALJD P 4, L12-13; (GC 9)) See *Kenosha Auto Transport Corporation*, 302 NLRB 888, FN 2 (1991).

As for suitability, this matter is not well suited to resolution through arbitration. Generally, the Board does not defer allegations that involve the application of statutory policy, standards, and criteria, rather than interpretation of the contract only, since questions of statutory

⁴ While these Consolidated Complaint allegations were subsequently resolved through non-Board settlements before the hearing, they nevertheless evidence a growing animosity between the parties.

construction are within the special competence of the Board, not an arbitrator. *Carpenters (Mfg. Woodworkers Assn.)*, 326 NLRB 321 (1998); *Columbus Printing Pressman 252 (R.W. Page Corp)*, 219 NLRB 268, 270 (1975) (no deferral of question whether proposal was a mandatory subject of bargaining) As previously noted, the contract in the instant matter is silent on when and under what circumstances employees are paid for overtime, a mandatory subject of bargaining. There is no contractual provision to interpret in this case. The issue is solely a statutory issue: whether the Respondent unilaterally changed its past practice without bargaining with the Charging Party. Accordingly, deferral is not appropriate

III. CONCLUSION

For the reasons advanced above, Counsel for the General Counsel respectfully asks that Respondent's exceptions be denied in their entirety, and that the relief awarded in the ALJD be granted in its entirety.

Respectfully submitted this 11th day of October 2019.

/s/Robert A. Drzyzga
Robert A. Drzyzga
Counsel for the General Counsel
National Labor Relations Board- Region 7
Patrick V. McNamara Federal Bldg.
477 Michigan Avenue, Room 05-200
Detroit, MI 48226
(313) 335-8052
robert.drzyzga@nrlb.gov

VANGUARD HEALTH SYSTEMS OF MICHIGAN (VHS), A WHOLLY OWNED SUBSIDIARY OF TENET, d/b/a DETROIT MEDICAL CENTER (DMC)

Case 07-CA-205394

CERTIFICATE OF SERVICE

I certify that on the 11 th day of October 2019, I e-filed a **COUNSEL FOR THE GENERAL COUNSEL'S ANSWERING BRIEF TO THE RESPONDENT'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**, and served a copy electronically on the following parties of record:

Via E-Mail:

Shaun P. Ayer, Attorney
Kevin J. Campbell, Attorney
The Allen Law Group PC
3011 West Grand Boulevard, Suite 2500 Fisher Building
Detroit, MI 48202
Email: sayer@alglawpc.com
kcampbell@alglawpc.com

Steven J. Hicks, President
Local 283, International Brotherhood of Teamsters (IBT)
22700 Garrison Street Suite A
Dearborn, MI 48124
Email: sjh29@aol.com

/s/Robert A. Drzyzga
Robert A. Drzyzga
Counsel for the General Counsel
National Labor Relations Board- Region 7
Patrick V. McNamara Federal Bldg.
477 Michigan Avenue, Room 05-200
Detroit, MI 48226
(313) 335-8052
robert.drzyzga@nrlb.gov