



Dennis R. Boren

OF COUNSEL

38505 Woodward Ave., Suite 100

Bloomfield Hills, MI 48304

T: (248) 433-7175 | F: (248) 901-4040

dboren@plunkettcooney.com

Practice Areas

Labor & Employment Law

Labor Law

Education

- Wayne State University Law School, J.D., 1977
- Wayne State University, B.A., *with distinction*, 1974

Admissions

Michigan, 1978

Dennis R. Boren is an of counsel member of Plunkett Cooney's Labor & Employment Law Practice Group who focuses his practice in the area of traditional labor law. He understands employers and employees both have specific sets of needs and has focused his career on ensuring they each honor the commitments made to each other.

Mr. Boren specializes in advising employers regarding compliance with the National Labor Relations Act, collective bargaining negotiations and arbitration proceedings. He spent more than 40 years of his legal career in various attorney positions with the National Labor Relations Board (NLRB), including 15 years serving as the regional attorney for Region 7 (Michigan). In this agency role, he oversaw decision making for unfair labor practice charges, the issuance of complaints and settlement decisions, as well as supervise other NLRB attorneys in the region.

Mr. Boren routinely leverages his NLRB experience when counseling clients on labor and employment issues. His clients range from blue collar workers to Fortune 500 companies, and he understands employees' and businesses' needs are unique and vary case by case. When handling labor or employment conflicts, Mr. Boren he uses the extensive knowledge he gained at the NLRB to discover and review the underlying evidence before informing clients of potential settlement and litigation options.

Notable NLRB Trials

- Michigan College of Beauty, National Staff Management, Inc., Administrative Law Judge Decision (ALJD), June 1, 2001 –

DENNIS R. BOREN Cont.

Complete win as to Section 8(a)(1) allegations dealing with employer violating the National Labor Relations Act (Act) by coercively interrogating its employees, promulgating and enacting a rule against employees discussing wages with other employees, issuing verbal and written warnings to employees and discharging an employee because they discussed wages with other employees. No exceptions filed.

- Vico Products Company, ALJD, Oct. 1, 1998 – Substantial win as to Section 8(a)(5) allegations dealing with employer violating the Act by laying off 33 employees and unilaterally implementing its decision to eliminate the caliper pin operation at its Plymouth, Michigan facility and relocating the machinery and work to its Louisville, Kentucky facility and by failing and refusing to bargain over the effects of its decision and by failing and refusing to bargain over its decision to withhold an annual wage increase. As a remedy, the ALJD recommended that the employer restore and resume the work to its Plymouth facility and offer the laid-off employees reinstatement and backpay, and that the certification year be extended. Pursuant to exceptions, the National Labor Relations Board (NLRB) found that the employer's actions in relocating the pin operation and laying 33 employees also constituted an 8(a)(3) violation (2001).
- Macomb-Oakland Regional Center, Inc., ALJD Aug. 29, 1998 – Substantial win as to Sections 8(a)(1) and (5) allegations dealing with the employer violating the Act as a successor employer by refusing to recognize and bargain with the union, by telling the union stewards that they are no longer represented by a union and they cannot post materials on a union bulletin board, and by unilaterally removed the bulletin board. No exceptions filed.
- Becker Group Inc. ALJD, Jan. 15, 1998 – Substantial win as to Sections 8(a)(3) and (5) allegations in which the employer was found to be in violation of the Act by maintaining an overly broad no-solicitation / no distribution rule, laying off employees without providing the union with notice and an opportunity to bargain, and by issuing disciplinary actions to and discharging three employees. The NLRB affirmed the ALJ's decision (1999).
- Compuware Corporation, ALJD, Sept. 7, 1995 – Substantial win as to Section 8(a)(1) allegation that the employer discharged an employee for engaging in protected concerted activities. The NLRB and the U.S. Court of Appeals for the Sixth Circuit affirmed the underlying decision.
- Branch International Services, Inc. Ben Ruegsegger Trucking Service, Inc., J&L Transport Inc. and B. I.S. Inc. of Ohio, ALJD, May 9, 1995 – Substantial win as to Sections 8(a)(3) and (5) allegations dealing with the employers violating the Act by refusing to recognize and bargain with the union, threatening to go out of business unless the union agreed to modify the collective bargaining agreement, terminating its carrier operations, creating a non-union entity to perform certain operations, refusing to provide relevant information to the union, discharging two employees for engaging in protected concerted activities, bypassing the union and dealing directly with employees. The NLRB's order adopted virtually all ALJ's findings and conclusions (1999).
- Branch International Services, Inc. Ben Ruegsegger Trucking Service, Inc., ALJD, Nov. 3, 1993 - Substantial win as to joint employer issue and regarding employers unilaterally substituting a health

DENNIS R. BOREN Cont.

care plan for the contractually required health care plan, failing and refusing to provide relevant information, refusing to honor the check-off provision and by directly dealing with employees as to terms and conditions of employment.

- Dunn Bindery, Inc., ALJD, March 16, 1994 - Complete win as to Section 8(a)(5) allegation dealing with an employer's failure and refusal to bargain in good faith by unilaterally changing terms and conditions of employment without bargaining to an impasse.
- Tom Ryan Distributors, Inc., ALJD Dec. 10, 1993 – Complete win as to Section 8(a)(5) allegations dealing with the employer violating the Act by unilaterally imposing and changing terms and conditions of employment in the absence of a lawful impasse and by refusing and failing to provide the union with relevant information. The NLRB adopted the ALJ's order July 28, 1994.
- Design Drywall Ltd., Inc., I.D. Drywall Ltd, Inc. and Ideal Drywall Company, ALJD, Feb. 8, 1990 - Complete ALJD win as to allegations that the three companies were a single employer/alter ego and a repudiation of their obligation to make fringe benefit contributions for their employees, to pay the contractual wage rate for commercial work, and the unlawful refusal to provide payroll records for an audit.
- Triad Management Corporation, ALJD, April 14, 1987 - Complete win as to the discharge of three employees for engaging in protected concerted activities. The NLRB affirmed the ALJ's decision (1988).
- Tecumseh Products Company, ALJD, March 25, 1987 - Complete win as to Section 8(a)(5) allegation dealing with an employer violating the Act by unilaterally implementing a pre-certification program in the administration of the health insurance provisions in the collective bargaining agreement between itself and the union. The NLRB affirmed the ALJ's decision (1987).
- Michigan Ladder Company, ALJD, Sept 18, 1996 - Complete win as to employer permanently subcontracting bargaining unit work without affording the union a meaningful opportunity to bargain in violation of Section 8(a)(5) of the Act, which encompassed a remedy of restoring the work in question and a finding that the strike was an unfair labor practice strike. With respect to the noted allegations, the NLRB affirmed the ALJ's decision (1989).
- Indianhead Truck Line, Inc., ALJD, Sept 11, 1985 - Complete win Section 8(a)(5) violation dealing with employer's failure to provide meaningful notice of its decision to shut freight operations at certain facilities and its failure to bargain about the effects of the decision on certain unit employees.
- Bill Fox Chevrolet, Inc., ALJD, Feb. 6, 1984 - Complete win as to Section 8(a)(5) layoff in retaliation for union activities. The NLRB affirmed the ALJ's decision (1984).
- Burroughs Suburban Credit Union and Burroughs Interstate Services Credit Union, ALJD, Dec. 19, 1983 - Complete win as to alter ego allegation, bypassing the union and bargaining directly with unit employees, laying off and terminating unit employees and modifying terms and conditions of the existing collective bargaining agreement. No exceptions filed.

DENNIS R. BOREN Cont.

- Ruehle's Paramedic Ambulance, Inc., ALJD, Aug. 30, 1983 - Complete win as to suspension and layoff dealing with Sections 8(a)(1), (3) and (4) allegations. The NLRB affirmed the ALJ's decision (1984).

Professional Affiliations

- State Bar of Michigan