

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

RAYMOND INTERIOR SYSTEMS

and

Case 21-CA-37649

**SOUTHERN CALIFORNIA PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL NO. 36,
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, AFL-CIO**

**UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL
UNION 1506**

and

Case 21-CB-14259

**SOUTHERN CALIFORNIA PAINTERS AND
ALLIED TRADES DISTRICT COUNCIL NO. 36,
INTERNATIONAL UNION OF PAINTERS
AND ALLIED TRADES, AFL-CIO**

and

**SOUTHWEST REGIONAL COUNCIL OF
CARPENTERS, UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA**

(Party in Interest)

**EXCEPTIONS OF RESPONDENT
CARPENTERS LOCAL UNION 1506
TO DECISION AND RECOMMENDED ORDER OF
ADMINISTRATIVE LAW JUDGE**

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Pursuant to § 102.46 of the National Labor Relations Board's ("NLRB") Rules and Regulations, Respondent United Brotherhood of Carpenters and Joiners of America, Local Union 1506 ("Respondent Carpenters") hereby excepts to the Administrative Law Judge's ("ALJ") Decision and Recommended Order in this case as follows.

EXCEPTIONS

1. To the finding and conclusion that, on or about October 1, 2006, Respondent unlawfully recognized Respondent Carpenters as the majority representative of its drywall finishing employees and Respondent Carpenters unlawfully accepted such recognition, in violation of Sections 8(a)(1) and 8(a)(2), Sections 8(a)(1) and 8(a)(3), and Sections 8(b)(1)(A) and 8(b)(2), respectively.

- a. Reference: ALJ's Decision ("ALJD")¹ at 30:8-19; 30:25-29.
- b. Record citations: Record, *passim*, including but not limited to RE Exh. 5, GC Exh. 4, tabs 1, 2, and 4;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

2. To the finding and conclusion that, by entering into a collective bargaining agreement on or about October 1, 2006, Respondent Raymond and Respondent Carpenters intended to create only a Section 9(a) relationship, as opposed to a Section 8(f) relationship.

- a. Reference: ALJD at 24:35 - 25:4, 25:14-17, 25:35-39, 26:28-30, 29:3-7;

¹The ALJ's Decision will be referred to herein as "ALJD (page number):(line numbers)." Transcript citations will be referred to as "Tr. (page number)." Exhibits will be referred to herein as follows: General Counsel Exhibits as "GC Exh. ___"; Respondent Raymond Exhibits as "RE Exh. ___"; and Respondent Carpenters Union Exhibits as "RU Exh. ___."

- b. Record citations: Record, *passim*, including but not limited to RE Exh. 4, p. 29; RE Exh. 5; Tr. 601;
 - c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.
3. To the finding and conclusion that the phrase “to the fullest extent permitted by law,” used in the Confidential Settlement Agreement between Respondent Carpenters and Respondent Raymond can only refer to a Section 9(a) relationship.
 - a. Reference: ALJD at 24:35 - 25:4, 25:37-38, 29:3-7.
 - b. Record citations: Record, *passim*, including but not limited to RE Exh. 4, p. 29; RE Exh. 5; Tr. 601.
 - c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.
4. To the finding and conclusion that the September 12, 2006 “Confidential Settlement Agreement” between Respondent Raymond and Respondent Carpenters did not constitute a collective bargaining agreement.
 - a. Reference: ALJD at 29:7-8;
 - b. Record citations: Record, *passim*, including but not limited to RE Exhs. 4 and 5; Tr. 582-584;
 - c. Grounds Not supported by evidence in the record. Not supported by Board law or policy.
5. To the finding and conclusion that nothing in the preamble of the September 12, 2006 “Confidential Settlement Agreement” “suggests the parties intended to create a collective

bargaining agreement or even meant to establish terms and conditions of employment.”

a. Reference: ALJD at 29:11-13.

b. Record citations: Record, *passim*, including but not limited to RE Exhs. 4 and 5; Tr. 582-584;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

6. To the finding and conclusion that “there is no record evidence herein that the parties intended their settlement agreement to constitute a collective-bargaining agreement.”

a. Reference: ALJD at 29:18-19;

b. Record citations: Record, *passim*, including but not limited to RE Exh. 4 and 5; Tr. 582-584;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

7. To the finding and conclusion that, in the Confidential Settlement Agreement, “the reference to Respondent Raymond’s drywall finishing employees is tenebrous.”

a. Reference: ALJD at 29:24-25.

b. Record citations: Record, *passim*, including but not limited to RE Exhs. 4 and 5; Tr. 582-584;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

8. To the finding and conclusion that the Confidential Settlement Agreement “apparently binds Respondent to two separate and different collective-bargaining agreements -- the

Carpenters Union memorandum agreement, which Respondent Raymond agreed to execute, and the existing Carpenters master agreement, which Respondent Raymond agreed to abide by upon expiration of its existing Painters Agreement.”

a. Reference: ALJD at 29:20-24.

b. Record citations: Record, *passim*, including but not limited to RE Exhs. 4 and 5; Tr. 582-584, 602;

c. Grounds: Not supported by evidence in the record; not supported by Board law or policy.

9. To the finding and conclusion that, “if, as argued, the parties did enter into a collective-bargaining agreement via the confidential settlement agreement, such would have been an unlawful act.”

a. Reference: ALJD at 29:28-30;

b. Record citations: Record, *passim*, including but not limited to GC Exh. 4, tab 1, pp. 1 and 65; RE Exh. 5;

c. Grounds: Not supported by evidence in the record; not supported by Board law or policy.

10. To the finding and conclusion, based upon Gem Management Co., 339 NLRB 489 (2003), and Oil Field Maintenance Co., Inc., 142 NLRB 1384 (1963), that “if as argued, by entering into their September 12, 2006 confidential settlement agreement Respondent Raymond and Respondent Carpenters actually entered into a Section 8(f) pre-hire collective-bargaining agreement, such would have constituted an unfair labor practice, and the putative collective-bargaining agreement would have been unlawful as would have been Respondent Raymond’s

recognition of Respondent Carpenters as the bargaining representative of its drywall finishing employees and the latter's acceptance of such recognition.”

- a. Reference: ALJD at 29:30 - 30:3;
- b. Record citations: Record, *passim*, including but not limited to GC Exh. 4, tab 1, pp. 1 and 65; RE Exh. 5;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

11. To the finding and conclusion rejecting “Respondent Raymond’s and Respondent Carpenters’ defenses that either their existing 2006-2010 master agreement or their September 12, 2006 confidential settlement agreement was a valid Section 8(f) of the Act privileged collective-bargaining agreement covering Respondent Raymond’s drywall finishing employees.”

- a. Reference: ALJD at 30:6-8.
- b. Record citations: Record, *passim*, including but not limited to GC Exh. 4, tab 1, pp. 1 and 65; RE Exhs. 4 and 5;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

12. To the finding and conclusion that, under the circumstances in this case, absent the filing of a representation petition and subsequent certification, the only method by which Respondent Carpenters could have attained majority representative status for Respondent Raymond’s drywall finishing employees was through the process of accretion.

- a. Reference: ALJD at 25:8-13.
- b. Record citations: Record, *passim*, including but not limited to GC Exh. 4, tab 1,

pp. 1 and 65; GC Exh. 4, tab 4; RE Exhs. 4 and 5;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

13. To the finding and conclusion that, at the hearing, Gordon Hubel conceded that, as of October 1, the “overall unit” of Respondent Raymond’s drywall employees included both drywall hangers and drywall finishers.

a. Reference: ALJD at 23:17-19, 24:35 - 25:4;

b. Record citations: Record, *passim*, including but not limited to Tr. 582-584, 598-601;

c. Grounds: Not supported by evidence in the record.

14. To the finding and conclusion that the “concessions” by Respondent Raymond’s attorney and by Hubel “seemingly describe an accretion.”

a. Reference: ALJD at 23:31-32;

b. Record citations: Record, *passim*, including but not limited to GC Exh. 4; Tr. 582-584, 598-601;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

15. To the finding and conclusion that the record evidence establishes that Respondent Raymond and Respondent Carpenters had historically excluded the former’s drywall finishing employees from their master agreement bargaining unit.

a. Reference: ALJD at 19-21;

b. Record citations: Record, *passim*, including but not limited to GC Exh. 4, tab 1,

pp. 1-3; GC Exh. 4, tab 3; RE Exh. 4; Tr. 363-364, 573-576;

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

16. To the finding and conclusion that Respondent Raymond and Respondent Carpenters unlawfully enforced and applied their existing 2006-2010 master agreement as to the former's drywall finishing employees, who constituted a historically separate appropriate unit, by accreting said employees to the existing carpenters bargaining unit, in violation of Sections 8(a)(1) and 8(a)(2), Sections 8(a)(1) and 8(a)(3), and Sections 8(b)(1)(A) and 8(b)(2), respectively.

a. Reference ALJD at 24:23-25, 25:14-21, 25:22-26, 30:8-19;

b. Record citations: Record, *passim*.

c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

17. To the finding and conclusion that the Deklewa presumption that an agreement in the construction industry is a Section 8(f) agreement is "only valid absent evidence to the contrary."

a. Reference: ALJD at 26:19-20;

b. Record citations: Not applicable;

c. Grounds: Inaccurate statement of Board law and policy.

18. To the finding and conclusion that the analysis whether Respondent Raymond and Respondent Carpenters intended their agreement covering the drywall finishing employees to be a Section 9(a) relationship is limited to determining whether the language in the master agreement satisfies the Staunton Fuel test for the existence of a Section 9(a) relationship.

- a. Reference: ALJD at 26:19 - 27:22;
 - b. Record citations: Record, *passim*.
 - c. Grounds: Inaccurate statement of Board law and policy. Not supported by evidence in the record.
19. To the finding and conclusion that Respondent Raymond's and Respondent Carpenters' "separate bargaining unit contention" was illusory.
- a. Reference: ALJD at 27:12-13;
 - b. Record citations: Record, *passim*, including but not limited to RE Exh. 4, p. 29; RE Exh. 5; GC Exh. 4, tab 4; Tr. 598-601;
 - c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.
20. To the finding and conclusion rejecting Respondent Raymond's and Respondent Carpenters' contention, based in part upon Comtel Systems Technology, Inc., 305 NLRB 287 (1991), that as of October 1, 2006, the Respondent Carpenters' representation of the drywall finishing employees must have been on a Section 8(f) basis.
- a. Reference: ALJD at 27:12 - 28:46.
 - b. Record citations: Record, *passim*, including but not limited to RE Exhs. 4 and 5; GC Exh. 4, tab 1; Tr. 598-601;
 - c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.
21. To the finding and conclusion that Respondent Carpenters' contention that its solicitation of authorization cards from the drywall finishers demonstrates that the parties had intended a

Section 8(f) relationship as of October 1, 2006 “is rendered utterly nugatory by Gordon Hubel’s admission that Respondent Carpenters solicited authorization cards herein solely to buttress its legal argument that, upon expiration of Respondent Raymond’s contract with the Painters Union, a valid Section 9(a) bargaining unit existed, encompassing all of the former’s drywall employees, including the finishers.”

- a. Reference: ALJD at 28:42-46.
- b. Record citations: Record, *passim*, including but not limited to Tr. 582-584, 598-601; RE Exh. 5; GC Exh. 4, tab 4;
- c. Grounds: Not supported by evidence in the record; not supported by Board law or policy.

22. To the finding and conclusion that Respondent Carpenters violated Sections 8(b)(1)(A) and 8(b)(2) of the Act by entering into, maintaining, and enforcing a collective bargaining agreement with Respondent Raymond that applied to the latter’s drywall finishing employees and that included a union-security clause.

- a. Reference: ALJD at 30:31-35.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by the evidence in the record. Not supported by Board law or policy.

23. To the finding and conclusion that, of the several witnesses, “the most trustworthy was Jose Ramos.”

- a. Reference: ALJD at 31:21-28;
- b. Record citation: Record, *passim*, including but not limited to Tr. 278-293, 299;

c. Grounds: Not supported by the evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

24. To the finding and conclusion that “Janet Pineda and Ruben Mejia Alvarez were honest witnesses, testifying to the best of their respective recollections” and that “neither had any pecuniary, employment, or other interest in the outcome of this matter.”

a. Reference: ALJD at 32:1-4;

b. Record citation: Record, *passim*, including but not limited to Tr. 112, 150-151, 172-176, 181, 183-184, 209-211, 222-224;

c. Grounds: Not supported by the evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect).

25. To the finding and conclusion that, as to Ruben Mejia Alvarez, the fact that he “testified regarding an asserted meeting to which all of Respondent Raymond’s drywall finishing foremen were called and that there was no corroboration for such a meeting” “does not detract from [the ALJ’s] belief that Alvarez was basically an honest witness.”

a. Reference: ALJD at 32:39-42;

b. Record citation: Record, *passim*, including but not limited to Tr. 86-141, 209-211;

c. Grounds: Not supported by the evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect); not supported by Board law or policy;

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26. To the finding and conclusion that, “While Richard Myers also impressed me as testifying truthfully, I note that he recalled Winsor as repeatedly warning the listening employees that, if they did not sign with the Carpenters, they would not have a job. As I stated above, said comment was not inconsistent with the language of the master agreement’s union-security clause and did not demand that the employees act prior to the end of the statutory grace period.

Accordingly, I shall not rely upon his testimony herein.”

- a. Reference: ALJD at 32:43-48;
- b. Record citation: Record, *passim*, including but not limited to Tr. 86-141;
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

27. To the finding and conclusion that “Travis Winsor, whose demeanor, on the whole while testifying, was hardly that of a guileless witness, appeared to be testifying particularly disingenuously concerning his colloquy with the employees as to the subject about which they had to reach a decision that day,” that he was “contradictory,” that his testimony was “adroitly labored and vague,” and that “his specific denials of unlawful threats attributed to him by” the General Counsel’s witnesses would not be credited.

- a. Reference: ALJD at 32:6-17;
- b. Record citation: Record, *passim*, including but not limited to Tr. 359-474;
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

28. To the finding and conclusion that “Hector Zorrero failed to impress me as exhibiting any candor, and, particularly as compared to Alvarez, I found the latter to have been a more compelling and frank witness,” that his testimony was “contradictory” with Mr. Winsor’s regarding the question and answer session, and that his specific denials of unlawful statements would not be credited.

- a. Reference: ALJD at 32:17-23;
- b. Record citation: Record, *passim*, including but not limited to Tr. 359-474, 474-492;
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

29. To the finding and conclusion that, “inasmuch as neither Winsor nor Zorrero convinced me as to the candor of [their denials of unlawful statements], I shall place no reliance upon the putative corroborating testimony of Hubel, Cordero, or Loera.”

- a. Reference: ALJD at 32:26-27;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

30. To the finding and conclusion that, in the October 2, 2006 morning employee meeting at Respondent Raymond’s Orange facility, supervisor Travis Winsor told employees that if they did not sign with the Carpenters that day, they “weren’t working any more.”

- a. Reference: ALJD at 32:29 - 33:4.
- b. Record citation: Record, *passim*, including but not limited to Tr. 94, 97, 117, 119, 124, 199-200, 400-448, 469-472;
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

31. To the finding and conclusion that, in the October 2, 2006 morning employee meeting at Respondent Raymond's Orange facility, supervisor Hector Zorrero told several employees, who shouted to him asking if the company would give them some time to decide about signing with the Carpenters Union, that "There's no time to think about it. Either sign . . . today or you cannot work tomorrow for us."

- a. Reference: ALJD at 33:4-8.
- b. Record citation: Record, *passim*, including but not limited to Tr. 92, 94, 129, 141-189, 200, 209-211, 222-224, 438-439, 477-478;
- c. Grounds: Not supported by evidence in the record (and, in fact, the clear preponderance of evidence in the record demonstrates that this finding and conclusion is incorrect). Not supported by Board law or policy.

32. To the finding and conclusion that the Board equates membership in a labor organization with supporting representation by the said labor organization and, therefore, that becoming a member of a labor organization signifies one's desire to be represented by it for the purpose of collective bargaining.

- a. Reference: ALJD at 33:29-32.

- b. Record citation: Not applicable.
- c. Grounds: Not supported by Board law or policy.

33. To the finding and conclusion that “the inevitable result of Winsor’s and Zorrero’s coercive warnings upon the listening drywall finishing employees, most of whom, I believe, desired to retain their jobs with Respondent Raymond, was a tropism to execute Respondent Carpenters’ membership forms immediately after the October 2, morning meeting, and it follows that said threats undoubtedly had the equally coercive effect upon said employees, who also executed authorization cards on behalf of Respondent Carpenters.”

- a. Reference: ALJD at 33:32-38;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

34. To the finding and conclusion that Respondent Raymond’s drywall finishing employees “undoubtedly completed and executed every form on [General Counsel Exhibit 3] without regard to the differences between them.”

- a. Reference: ALJD at 33:38-42.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record.

35. To the finding and conclusion that “in violation of Section 8(a)(1) and (2) and Section 8(a)(1) and (3) of the Act, by the above warnings of Travis Winsor and Hector Zorrero, Respondent Raymond unlawfully coerced its employees into executing authorization cards on behalf of Respondent Carpenters and, thereby, rendered unlawful assistance to the latter.”

- a. Reference: ALJD at 33:42-47;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

36. To the finding and conclusion that the above-referenced statements by Winsor and Zorrero tainted the showing of majority support by Respondent Carpenters and, therefore, also tainted Respondent Raymond's recognition of Respondent Carpenters as the majority representative of the drywall finishing employees.

- a. Reference: ALJD at 34:7-18.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

37. To the finding and conclusion that, "as there exists insufficient record evidence to establish that Respondent Carpenters represented an uncoerced majority of Respondent Raymond's drywall finishing employees at the time Respondent Raymond granted such recognition, the latter engaged in acts and conduct violative of Section 8(a)(1) and (2) of the Act."

- a. Reference: ALJD at 34:14-18;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

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38. To the finding and conclusion that, “be accepting recognition from Respondent Raymond as the majority representative of the latter’s drywall finishing employees at a time when it did not represent an uncoerced majority of said employees, Respondent Carpenters engaged in acts and conduct violative of Section 8(b)(1)(A) of the Act.”

- a. Reference: ALJD at 34:18-22;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

39. To the finding and conclusion that “no Carpenters Union official ever informed the employees that they did not have to become members of Respondent Carpenters; that they had the right to object to that portion of their dues going to nonrepresentational expenses; or that there was an internal union procedure for challenging the amount of their monthly dues payment.”

- a. Reference: ALJD at 35:35-38;
- b. Record citation: Record, *passim*, including but not limited to RU Exh. 2, p. 47; Tr. 503;
- c. Grounds: Not supported by evidence in the record.

40. To the finding and conclusion that, “prior to enforcing its contractual union-security clause and obligating them to pay monthly dues, Respondent Carpenters failed to inform Respondent Raymond’s drywall finishing employees” of their rights under NLRB v. General Motors Corp., 373 US 734 (1963), and Communications Workers of America v. Beck, 487 US 735 (1988).

- a. Reference: ALJD at 35:45 - 36:2.
- b. Record citation: Record, *passim*, including but not limited to RU Exh. 2, p. 47; Tr. 503;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

41. To the finding and conclusion that “there can be no doubt that Respondent Carpenters failed to meet the requirements of” California Saw and Weyerhaeuser Paper Co.

- a. Reference: ALJD at 36:2-4;
- b. Record citation: Record, *passim*, including but not limited to RU Exh. 2, p. 47; Tr. 503;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

42. To the finding and conclusion that “in these circumstances, presentation of the two forms to these nonmembers effectively caused them to believe that membership in Respondent Carpenters, including the obligation to pay full dues, was required at that time.”

- a. Reference: ALJD at 36:12-15;
- b. Record citation: Record, *passim*, including but not limited to GC Exhs. 3(a) - (e);
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

43. To the finding and conclusion that, “Whether Respondent Carpenters thereafter sought to enforce its union-security provision is irrelevant.”

- a. Reference: ALJD at 36:46-47;

- b. Record citation: Record, *passim*, including but not limited to Tr. 444;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

44. To the finding and conclusion that “Respondent Carpenters breached its duty of fair representation, owed to Respondent Raymond’s drywall finishing employees, in violation of Section 8(b)(1)(A) of the Act.”

- a. Reference: ALJD at 36:21-22;
- b. Record citation: Record, *passim*, including but not limited to RU Exh. 2, p. 47; RU Exh. 3, p. 39; Tr. 444, 503, 510-511;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

45. To the conclusion of law that, “By, on or about October 1, 2006, recognizing Southwest Regional Council of Carpenters on behalf of its affiliated local unions, including Respondent Carpenters, as the Section 9(a) majority bargaining representative of its drywall finishing employees and maintaining and enforcing the Carpenters Union 2006-2010 master agreement, to which it and Respondent Carpenters are parties and which contains a union-security provision, as covering its drywall finishing employees, Respondent Raymond engaged in acts and conduct violative of Section 8(a)(1) and (2) and Section 8(a)(1) and (3) of the Act.”

- a. Reference: ALJD at 36:35 - 37:3;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

46. To the conclusion of law that, “By, on or about October 1, 2006, accepting recognition from Respondent Raymond as the Section 9(a) majority bargaining representative of the latter’s drywall finishing employees and maintaining and enforcing the Carpenters Union 2006-2010 master agreement, to which Respondent Raymond and it are parties and which contains a union-security provision, as covering Respondent Raymond’s drywall finishing employees, Respondent Carpenters engaged in acts and conduct violative of Section 8(b)(1)(A) and Section 8(b)(2) of the Act.”

- a. Reference: ALJD at 37:4-9;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

47. To the conclusion of law that, “By, on or about October 2, 2006, warning its drywall finishing employees that, if they fail to sign with Respondent Carpenters that day, there will be no more work for them, Respondent Raymond conditioned employment upon immediate membership in Respondent Carpenters and rendered assistance to said labor organization in violation of Section 8(a)(1) and (2) and Section 8(a)(1) and (3) of the Act.”

- a. Reference: ALJD at 37:11-15;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

48. To the conclusion of law that, “By, on or about October 2, 2006, extending recognition to Southwest Regional Council of Carpenters on behalf of its affiliated local unions, including

Respondent Carpenters, as the Section 9(a) majority bargaining representative of its drywall finishing employees at a time when Respondent Carpenters did not represent an uncoerced majority of its drywall finishing employees, Respondent Raymond engaged in acts and conduct violative of Section 8(a)(1) and (2) of the Act.”

- a. Reference: ALJD at 37:16-22;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

49. To the conclusion of law that, “By on or about October 2, 2006, accepting recognition from Respondent Raymond as the Section 9(a) majority bargaining representative of the latter’s drywall finishing employees at a time when it did not represent an uncoerced majority of said employees, Respondent Carpenters engaged in acts and conduct violative of Section 8(b)(1)(A) of the Act.”

- a. Reference: ALJD at 37:24-27;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

50. To the conclusion of law that, “By, on or about October 2, 2006, failing to inform Respondent Raymond’s drywall finishing employees, whom it sought to obligate to pay dues and fees under a union-security provision, of their rights under General Motors, *supra*, to be and remain nonmembers and of the rights of nonmembers under Beck, *supra*, to object to paying for union activities not germane to its duties as bargaining agent and to obtain a reduction in dues

and fees for such activities, Respondent Carpenters engaged in acts and conduct violative of Section 8(b)(1)(A) of the Act.”

- a. Reference: ALJD at 37:29-34;
- b. Record citation: Record, *passim*, including but not limited to RU Exh. 2, p. 47; Tr. 503;
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

51. To the conclusion of law that, “By their activities, in violation of the Act, Respondent Raymond and Respondent Carpenters engaged in unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.”

- a. Reference: ALJD at 37:36-38;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

52. To the ALJ’s recommended remedy as a whole.

- a. Reference: ALJD at 37:45 - 38:22;
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

53. To the recommended remedy that Respondent Raymond be required to withdraw recognition from Respondent Carpenters as the collective bargaining representative of the former’s drywall finishing employees until said labor organization has been certified by the

Board as their exclusive collective bargaining representative.

- a. Reference: ALJD at 37:50 - 38:3.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

54. To the recommended remedy that Respondent Carpenters and Respondent Raymond be required to reimburse all past and present drywall finishing employees who joined Respondent Carpenters on or after October 2, 2006, for any initiation fees, periodic dues, assessments, or any other moneys which they may have paid or which may have been withheld from their pay pursuant to the Carpenters Union 2006-2010 master agreement, together with interest.

- a. Reference: ALJD at 38:3-8.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

55. To the recommended remedy that Respondent Raymond be required to provide an equivalent substitute for any pension plans and medical, dental, prescription drug, optical, hospitalization, and/or life insurance which it may have implemented pursuant to the collective bargaining agreement with Respondent Carpenters for the drywall finishing employees.

- a. Reference: ALJD at 38:9-15.
- b. Record citation: Record, *passim*.
- c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

56. To the recommended Order as a whole;
- a. Reference: ALJD at 38:29 - 41:31;
 - b. Record citation: Record, *passim*.
 - c. Grounds: Not supported by evidence in the record. Not supported by Board law or policy.

Respectfully submitted,

DATED: January 12, 2009

DeCARLO, CONNOR & SHANLEY
A Professional Corporation

/s/ Kathleen M. Jorgenson

Attorneys for Respondent UNITED
BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, LOCAL UNION 1506

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Kathleen M. Jorgenson, declare as follows:

1. I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is DeCARLO, CONNOR & SHANLEY, a Professional Corporation, 533 South Fremont Avenue, Ninth Floor, Los Angeles, California 90071-1706.

2. On January 8, 2009, I telephonically notified Patrick Cullen, Ellen Greenstone, and Richard Zuniga, counsel for the other parties in this matter, and again notified the above individuals by e-mail on January 12, 2009 that Respondent United Brotherhood of Carpenters and Joiners of America, Local Union 1506 would be E-Filing the EXCEPTIONS OF RESPONDENT CARPENTERS LOCAL UNION 1506 TO DECISION AND RECOMMENDED ORDER OF ADMINISTRATIVE LAW JUDGE in Cases Nos. 21-CA-37649 and 21-CB-14259.

3. I hereby certify that on January 12, 2009, I filed EXCEPTIONS OF RESPONDENT CARPENTERS LOCAL UNION 1506 TO DECISION AND RECOMMENDED ORDER OF ADMINISTRATIVE LAW JUDGE in Cases Nos. 21-CA-37649 and 21-CB-14259, via E-Filing and caused the original and eight (8) copies of the foregoing document to be placed in a sealed envelope and sent overnight delivery via Federal Express as follows:

Lester A. Heltzer, Executive Secretary
NATIONAL LABOR RELATIONS BOARD
1099 14th Street, N.W.
Washington, DC 20570-0001
Phone: 202.273.1067

4. I hereby certify that on January 12, 2009, I caused to be served the foregoing document described EXCEPTIONS OF RESPONDENT CARPENTERS LOCAL UNION 1506 TO DECISION AND RECOMMENDED ORDER OF ADMINISTRATIVE LAW JUDGE in Cases Nos. 21-CA-37649 and 21-CB-14259 on the interested parties in this action by placing a true copy thereof in sealed Fedex envelopes and affixing prepaid air bills, and causing the envelopes to be delivered to a Fedex agent for overnight delivery as follows:

James Small, Regional Director
NATIONAL LABOR RELATIONS BOARD
REGION 21
888 South Figueroa Street, 9th Floor
Los Angeles, CA 90017-5449
Phone: 213.894.5213

Patrick Cullen, Counsel for the General
Counsel
NATIONAL LABOR RELATIONS BOARD
REGION 21
103 South Gay Street, 8th Floor
Baltimore, MD 21202-4061
Phone: 410.962.2916

Ellen Greenstone, Esq.
ROTHNER SEGALL & GREENSTONE
510 South Marengo Ave.
Pasadena, CA 91101-3115
Phone: 626.796.7555

NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
901 Market Street, Suite 300
San Francisco, CA 94103-1779
Phone: 415.356.5255

Executed on January 12, 2009, at Los Angeles, California.

I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

/s/ Kathleen M. Jorgenson