UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

IN THE MATTER OF:	)	
	)	
ATLAS BOBCAT, INC.	)	
	)	
Employer,	)	
	)	
and	)	Case No. 13-RM-1766
	)	
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, AFL-CIO,	)	
	)	
Filing Party.	)	

BRIEF IN RESPONSE TO UNION'S EXCEPTIONS TO THE REPORT ON OBJECTIONS

FACTUAL BACKGROUND

Atlas Bobcat ("Atlas") first learned of organizing efforts by the International Union of Operating Engineers, Local 150 ("Union") in May of 2009. The Union's organizing efforts culminated in the Union requesting voluntary recognition from Atlas on or about July 9, 2009. Atlas declined the Union's request and filed an RM petition in September, 2009 in case number 13-RM-1766, seeking an election in which Atlas's employees would determine whether they wished to be represented by Local 150. Nonetheless, the RM petition was blocked for many months.

Charges filed by Local 150 in October and November of 2009 (Case Nos. 13-CA-45478 and 13-CA-45684) involving Atlas were settled with notice postings and settlement agreements containing non-admissions language indicating that Atlas did not admit having violated the National Labor Relations Act. Thereafter, the Union's subsequent July 2010 charges (Case Nos. 13-CA-45795 and 13-CA-45798) alleging unlawful discrimination by Atlas, were investigated and dismissed by the Region and the dismissals were upheld on appeal.

While the Union highlights the October and November 2009 charges in an effort to create an impression that the critical period was fraught with unlawful activity, the 60 day posting periods for the October and November 2009 charges began on December 8, 2009 and March 1, 2010 respectively. Thus, the final posting period expired on approximately April 30, 2010, long before the Region began processing the RM petition in July of 2010. The parties then entered into a stipulated election agreement that was approved by the Regional Director on August 11, 2010.

On September 10, 2010, the Board conducted an election that resulted in eight (8) votes against the Union, three (3) votes for the Union, and two (2) non-determinative Union-challenged ballots. The Union filed objections to the election and the Regional Director issued an October 7, 2010 Report on Objections recommending that the objections be overruled in their entirety and that a certification of results issue. For the reasons below as well as the reasons stated in the Regional Director's Report, the Board should overrule the Union's objections in their entirety and certify the results of the September 10, 2010 election.

ARGUMENT

The Union's exceptions are meritless. As the Regional Director pointed out in his Report on Objections, for conduct to warrant setting aside an election, the objecting party must provide specific evidence to show not only that the improper acts occurred, but also that those acts interfered with the exercise of free choice to such an extent that they materially affected the results of the election. Accordingly, the critical issue is whether the Union in the instant case has established that the conduct alleged in the objections was such that the employees were prevented from exercising an unimpaired free choice during the election. *Pacific Grain Products*, 309 NLRB 690 (1992). The Union has neither presented specific evidence that improper acts occurred nor that improper acts interfered with the exercise of free choice to such

an extent that they materially affected the results of the election. Either deficiency is fatal to the Union's objections. Deficiencies in both areas are certainly fatal to the Union's objections.

Further, Section 8(c) gives an employer the right to express an antiunion opinion to employees. *Aladdin Gaming, LLC*, 345 NLRB 585, (2005); *see* also *Medieval Knights, LLC,* 350 NLRB 194 (2007) ("The Board has consistently held that, absent threats or promise of benefits, an employer may explain the advantages and disadvantages of collective bargaining in order to convince employees that they would be better off without a union.") As determined by the Regional Director, the Union failed to establish that there were any improper acts that materially affected the results of the election. Indeed, the Union tendered only documents demonstrating Atlas's lawful campaign communications in support of its objections and offered no new evidence in support of its exceptions. Thus, there is no evidentiary basis for overruling the Regional Director's Report finding that the Union failed to establish objectionable conduct.

Exception 1

The Union's evidence fails to support its allegations that Atlas's communications indicated that a strike was inevitable. As found by the Regional Director:

> ...the Union provided no evidence suggesting that a strike was inevitable if the Union was voted in. No Employer handouts state that the Union would automatically strike or that once the Union comes in, the employees will be on strike or that a strike is inevitable. The literature put out by the Employer merely references the possibility of strike and does not state, as the Union contends, that strikes are inevitable. *See* Regional Director's Report on Objections, Page 3.

The Regional Director further found that Atlas's literature referencing the possibility of strikes was "protected 8(c) conduct and did not interfere with employees' free choice at the election and is not objectionable." *Id.* Likewise, none of the thirteen communications cited by the Union

(Exhibits B, E, F, G, H, J, K, L, M, N, O, P, Q),[1] in support of its exceptions predicted that a strike would occur if the Union came in or that a strike was inevitable with the Union. Thus, the Union's reliance on *Gissel* is misplaced.

Exhibit B merely cites to provisions in the Operating Engineers Constitution and Local 150 Bylaws that set forth member violations that could result in disciplinary action, including fines, suspension or expulsion. Nonetheless, Exhibit B does not even discuss a strike at Atlas Bobcat, much less imply that a strike would occur or was inevitable if the Union came in.

Exhibit E discussed the issue of job security and pointed out that Local 150 would be unable to provide employees with job protection if Atlas were faced with economic problems or if Local 150 insisted on unreasonable demands that Atlas's customers would not accept.

While Exhibit F does discuss the possibility of a strike, it specifically negates any inference of a strike at Atlas by the following text:

> Now, I am not saying a strike will happen here. Many labor negotiations are resolved without strikes and I sincerely hope we would never experience a strike here at Atlas Bobcat.

Further, Exhibit F simply addresses how strikes are often accompanied by violence by unions and their supporters and discusses potential harassment by Local 150. Exhibit F also lawfully discussed the Company's right to permanently replace economic strikers and how after an economic strike, permanently replaced economic strikers have no right to bump permanent replacements, but would be placed on a preferential recall list until vacancies occur. Nonetheless, while discussing the possibility of a strike and the potential consequences, Exhibit F specifically negated any inferences that strikes at Atlas were inevitable:

> I want to again emphasize that I am not saying there would be a strike here and that I certainly hope we would never have a strike at Atlas Bobcat. However, I

---

[1] Unless otherwise indicated, all exhibit references refer to the Union's exhibits.

want you to understand how a strike works since a strike by Local 150 is always a possibility.

Exhibit G merely references the possibility of strikes.

Exhibit H mentions the risk of a strike that accompanies Union representation. It does not state that a strike would occur at Atlas Bobcat.

Exhibit J states that Local 150 could collect donations for strike benefits and that money could be lost if a strike is called. Nonetheless, it does not suggest or imply that a strike would happen at Atlas if Local 150 were elected as the employees' representative.

Exhibit K - Contrary to the Union's claims, Exhibit K does not indicate that a strike would be necessary to get benefits. Instead, the handout merely states:

> if Atlas Bobcat and Local 150 cannot agree, Local 150 has the right to go on strike to try to force Atlas Bobcat to meet its demands. If there is a strike, Local 150 can direct their members to stay away from work and slap fines on those who do not... Atlas Bobcat can permanently replace economic strikers so that its work can be carried on.

Exhibit L referenced questions to think about and ask the Union. As the Union asserts, it simply raised the possibility of a strike and asked employees to think about whether Local 150 would guarantee that no employees would be permanently replaced if an economic strike occurred. As found by the Regional Director, Exhibit L did not state that employees would lose their jobs, be replaced or be fired in the event of a strike. *See* Regional Director's Report on Objections, p. 4.

Exhibit M attached a charge bought by a Local 150 member against the Union, alleging threats by the Union to employees if they attempted to work during a Union strike. This handout merely referenced the charge allegations and the "potential" for violence by Local 150 in connection with a strike.

Exhibit N listed guarantees that Atlas suggested employees request from the Union. Nonetheless, Exhibit N did not suggest or imply that a strike at Atlas was inevitable.

As alleged by the Union, Exhibit O merely referenced the possibility of a strike. Indeed, this handout specifically stated:

> ...if there were a strike... Now we are not saying there will be a strike here if Local 150 prevails in the election. We hope Atlas Bobcat would never experience a strike. However, you need to understand that a strike is always possible with Local 150...

Exhibit P provided employees with facts about strikes and included the statement:

> Atlas Bobcat is not saying that a strike will happen here. We sincerely hope that we would never experience a strike. However, it is important to discuss the possibility of a strike because there is always the risk of a strike with a union.

Exhibit Q attached a charge alleging Local 150 threatened physical harm to those who crossed a picket line and stated that Local 150 could subject you to picket line violence. Again, Atlas did not say that a strike or strike violence would happen at Atlas Bobcat.

Contrary to the Union's claims, while Atlas undertook efforts to educate employees regarding the potential for strikes, it made no statement predicting a Local 150 strike at Atlas or stating that a Local 150 strike was inevitable. Indeed, Atlas's literature repeatedly negated any inference that a strike was inevitable if Local 150 won. Further, Atlas repeatedly stated that it hoped there would never be a strike at Atlas Bobcat. The Board has repeatedly held that statements regarding the possibility of a strike were not objectionable. *Central Broadcast Co.*, 280 NLRB 501 (1986); *Emerson Electric Co.*, 287 NLRB 1065 (1988). Therefore, Atlas's communications referencing the possibility of a strike are protected 8(c) conduct and are not objectionable as they did not interfere with employees' free choice about the election.

Further, while the Union attempts to claim that Atlas's statements were objectionable based purely on the number of strike-related communications, the Board has specifically held

that repeated communications including messages on strikes are insufficient to sustain election objections. *See UARCO, Inc.* 286 NLRB 55 (1987), (Board dismissed objections, reversing ALJ's finding that taken together numerous lawful communications, including the discussion of strikes, were objectionable); *see also Clark Equipment Co.*, 278 NLRB 498 (1986) (Board reversed ALJ's finding that while no single statement in any of the Employer's literature led employees to believe that a strike was inevitable with the Union, "taken as a totality the Respondent's literature led the employees to believe their choice was between no Union or striking.")

In reversing the ALJ's decision in *Clark Equipment Co.*, the Board found that despite repeatedly referring to strikes as a possibility, the employer, like Atlas, referred to its obligation to bargain in good faith. Thus, despite the existence of 8(a)(1) violations, the Board overruled the Union's objections. *Id.* Indeed, Atlas presents an even stronger case for overruling the Union's objection as Atlas's discussion of the possibility of strikes occurred in the absence of other current violations of the Act.

The Union also improperly asserts that Atlas engaged in objectionable conduct through discussion of permanent replacements[2] in the context of an economic strike and the discussion of

---

[2] As found by the Regional Director, the Union's assertion is meritless since the documents cited by the Union did not state "that employees will lose their jobs or be replaced if the Union goes on strike." Atlas repeatedly explained that being permanently replaced in the economic strike context does not mean that the economic strikers are terminated, but instead means that the replacements do not need to be let go upon the conclusion of a strike and that permanently replaced economic strikers would then be placed on a preferential recall list, subject to recall as openings occurred. The Board has held that "an employer may address the subject of striker replacements without fully detailing the protections enumerated in *Laidlaw*, so long as it does not threaten that, as a result of a strike, employees will be deprived of their rights in a manner inconsistent with those detailed in *Laidlaw*."; *George L. Mee Memorial Hospital*, 348 NLRB 327, 328 (2006) (statement that "if employees went on strike, they would be permanently replaced" lawful and not objectionable); citing *Eagle Comtronics*, 263 NLRB 515, 516 (1982) ("As long as statements on job status after a strike are consistent with the law, they cannot be characterized as restraining or coercing employees in the exercising of their rights under the Act."); *see also Laidlaw Corp.*, 171 NLRB 1366 (1968), enf'd 414 F.2d 99 (7th Cir. 1969), cert. denied 397 U.S. 920 (1970); and *Fiber-Lam, Inc.*, 301 NLRB 94 (1991). Here, Atlas proved that it did not threaten employees that as a

a potential negative Union impact on Atlas's business.[3] These assertions must fail as no exceptions were made regarding these alleged statements. For all of these reasons the Union's Exception 1 is without merit and should be overruled.

Exception 2

The Union's exception 2 is meritless. Contrary to the Union's assertions in exception 2, Atlas Bobcat did not make any express or implied statements that employees would automatically lose their existing wages and benefits if they selected the Union as their representative. As such and as the Union has failed to establish that improper acts occurred and that those acts materially affected the results of the election, this exception should be overruled.

The Union attempts to support this exception by misquoting paragraph 2 of its Exhibit A and claiming that it states "nothing in collective bargaining is guaranteed." A review of Exhibit

---

result of a strike, employees would be deprived of their rights in a manner inconsistent with *Laidlaw*. *See* also *Novi American, Inc.* 309 NLRB 544 (1992) (Board held that statement "striking employees can be replaced by permanent replacements, and may not have a job when the strike is over" was consistent with the law and was not objectionable, despite the absence of a full explanation of employee rights, as no threats were made that employees would be deprived of their rights in a manner inconsistent with *Laidlaw*.) Atlas's statements are even more immune to the Union's objections as Atlas made no reference to job loss whatsoever.

[3] The Union's assertion that Atlas made statements indicating that it would lose business or employees would lose work opportunities or job security if the Union were voted in is without merit. As the Regional Director found, the Union provided no evidence of communications suggesting that the employer would lose business or employees would lose work opportunities or job security if the Union was voted in. *See* Regional Director's Report on Objections, p. 3. Contrary to the Union's claims, Atlas simply acknowledged a possibility that the Union could make it less competitive. *See Eagle Transport Corp.*, 327 NLRB 1210 (1999) (the Board held that the employer's posting of a customer's letter stating that unionization by employees might influence the customer to make other business arrangements was not the basis for a valid objection). Indeed, Atlas did far less than the employer in *Eagle Transport* since Atlas only stated a possible outcome of Union representation and since Atlas specifically acknowledged that wages and benefits could go up at the conclusion of good faith bargaining. For all of these reasons, Atlas's written communications cannot reasonably be interpreted by an employee as threatening or coercive in nature; *see also CPP Pinkerton*, 309 NLRB 723 (1992) (objection dismissed over employer statement of the possibility that a customer would take its work elsewhere if wages increased as the language merely cautioned that contracts could be jeopardized if they did not remain competitive); *Tri-cast, Inc.*, 274 NLRB 377 (1985) (no objectionable conduct found where employees stated "higher bids or customer feelings of dissatisfaction because of problems caused by union strikes can lead to lost business and lost jobs" since employer was simply "making these reasonable possibilities known to employees.")

A shows that Atlas actually advised employees of the law governing promises in an election campaign and made the simple and lawful point that no contract is guaranteed. Specifically, Exhibit A reads:

> ...Despite anything Local 150 may claim or promise, even if it should win the election, no contract is guaranteed. Section 8(d) of the National Labor Relations Act specifically provides that the obligation to bargain over a contract "does not compel either party to agree to a proposal or require the making of a concession...

Although the Union failed to append Exhibit D to its exceptions in accordance with the requirements of Section 102.69, it attempts to rely on the document in support of its exceptions. Indeed, the Union deceptively cites to Exhibit D's direct quote from *Midwestern Instruments* in support of its claim that Atlas created an implication that it would reduce wages and benefits immediately upon their voting in the Union. *Midwestern Instruments, Inc.* 133 NLRB 1132, 1138 (1961). *See* Company Exhibit 1. However, the remaining text of Exhibit D, which the Union conveniently omitted from its exceptions, wholly contradicts this assertion. The introductory paragraph states:

> If Local 150 got in, Atlas Bobcat would be required to bargain in good faith and we would of course comply with all of our legal obligations. However, there is no legal requirement that wages and benefits can only go up as a result of negotiations. If Local 150 were to win this election, your current wages and benefits would be put on the bargaining table.

Further, the concluding paragraph states:

> So the law is, after bargaining, your wages and benefits can stay the same, can go up, or can go down. That's right, you could have less after collective bargaining. No one knows for sure who will come out ahead. Don't let Local 150 gamble your current wages and benefits by putting them on the bargaining table.

Indeed, the Regional Director found that "in the overall context of the document, Exhibit D is not coercive or threatening as it states that employees wages can go up, down or stay the same as a result of the collective bargaining process." *See* Regional Director's Report on Objections, p. 4. Thus, while the Union attempts to support its exceptions by taking a quote

from a Board decision out of context, a review of the entire document clearly shows that the document only contemplated a change in wages or benefits (stay the same, go up, or go down) at the conclusion of good faith bargaining. Thus, the Union's exception number 2 is meritless. Indeed, the cited exhibits contain no threat of a loss of benefits.

The lack of merit in the Union's exception is demonstrated by the Board's holding in *Clark Equipment Co.*, 278 NLRB 498 (1986). Similar to communications Atlas used, the employer in *Clark Equipment Co.* stated:

> Neither the Company nor the Union can predict what will be in the contract. Your wages and benefits could turn out to be higher, lower, or the same as they are now. ... I'm sure the Union will try to tell you there is some sort of law that will prevent the Company from negotiation for anything less than you now receive. That statement is simply not based on facts. I've given your supervisors copies of a decision in which the court upheld the employer's right to inform his employees that he may not even have to agree to the continuance of existing wages and benefits.

Id. at 499; *see also George L. Mee Memorial Hospital*, 348 NLRB 327, 329-330 (no violation where supervisor noted that benefits could go down in response to an employee's statement that the Union offered better wages and benefits).

Atlas's statements regarding bargaining are even more innocuous than the statements in *Clark Equipment Co.* and *George L. Mee Memorial Hospital* in that Atlas's communications repeatedly referenced that Atlas would bargain in good faith and more clearly stated that wages and benefits could stay the same, go up or go down at the conclusion of good faith bargaining. For all of these reasons, exception 2 should be overruled.

Exception 3

The Union's assertions that Atlas's written campaign communications indicated that picket line violence, harassment and fines were inevitable if employees engaged in an economic

strike are meritless as they are wholly contradicted by the exhibits cited by the Union. (See Exhibits B, F, G, M, N, O, Q, R, and T). Indeed, the Regional Director found that "the literature did not contain statements suggesting that all strikes are violent by nature or that picket line violence, harassment and fines are inevitable if employees go on strike." *See* Regional Director's Report on Objections, p. 4. Again, as the Union has failed to establish that Atlas's written communications were improper and that they materially affected the results of the election, this exception should be overruled.

Exhibit B simply quoted sections of the Operating Engineers Constitution and Local 150's Bylaws to illustrate member actions that "could result" in disciplinary action, including fines, suspension or expulsion. Nonetheless, this handout did not state that Atlas Bobcat employees would be subjected to fines, suspension or expulsion if they voted for the Union.

As discussed in response to Exception 1, Exhibits F and G simply discussed the possibility of strikes, but did not predict a strike at Atlas or indicate that a strike or any adverse consequences were inevitable.

Exhibit M attached a charge filed by Local 150 members and clearly stated that the charge "alleged" that the Union had threatened members. Nonetheless, this handout did <u>not</u> state that Local 150 would engage in such threats or violence toward Atlas employees. Indeed, the handout negated any such statement by referring to "potential" violence.

Similarly, Exhibit N (discussed more fully in response to exception 1) suggested that employees ask Local 150 if it could guarantee that if we did strike, that there would be no violence; Atlas simply acknowledged that a strike and strike violence were possible and suggested that employees ask Local 150 if it would provide them with a guarantee.

Exhibit O informed employees that a charge was filed alleging that Local 150 violated the law by "threatening physical harm to those who crossed a picket line and engaged in acts of violence." Again, Atlas made clear that the attached charge contained allegations and not a finding of a violation. Further, Atlas again stated:

> ...now we are not saying there will be a strike here if Local 150 prevails in the election. We hope Atlas Bobcat would never experience a strike. However, you need to understand that a strike is always possible with Local 150 and that Local 150 may not make it easy for you to come to work during a strike.

Thus, Atlas expressly negated any implication that a strike and the potential resulting violence, harassment and fines were inevitable.

Exhibit Q referred to a charge "alleging" that Local 150 violated the law by "threatening physical harm, blocking ingress and egress and engaging in picket line violence." Further, the handout referenced how Local 150 "could" subject you to picket line violence. Contrary to the Union's exceptions, Exhibit Q made it clear that Atlas was referring to allegations against Local 150 and not a finding of a violation. Further, the handout stated that Local 150 "could" subject employees to picket line violence, but did not say that it would happen.

Exhibit R referenced two attached charges that "allege" that Local 150 "threatened, coerced and intimidated two employees" to persuade them to join Local 150. Contrary to the Union's exceptions, Exhibit R made clear that these charges contained allegations and not findings of unlawful activity by the Union. Again, Exhibit R simply referenced these allegations and stated that such things were possible with Local 150.

Exhibit T outlined the allegations contained in numerous charges that Local 150 members filed. Nonetheless, Atlas did not assert that the alleged actions by Local 150 actually took place and certainly did not assert that they would take place at Atlas.

Contrary to the Union's exception 3, none of Atlas's communications indicated that picket line violence, harassment and fines were inevitable if employees engaged in a strike. Again, Atlas simply pointed out that a strike was possible with Local 150 and that violence, harassment and fines were also possible if a strike occurred.

The lack of merit to the Union's exceptions is demonstrated by the Board's decision in *Manhattan Crowne Plaza Town Park Hotel Corp.*, 341 NLRB 619 (2004). In *Manhattan Crowne Plaza*, the Board overruled objections to the employer's pre-election discussion of another hotel where negotiations broke off and where the hotel contracted with an outside vendor to provide security, firing the in-house security personnel, and the employer's statement that the employees of the other hotel gained nothing by voting for the Union and lost everything. In overruling the Union's objections, the Board reasoned that the employer had simply described what could happen and was not predicting what would happen. *Id.* at 620. Here, like in *Manhattan Crowne Plaza*, Atlas simply described what could happen with Union representation, but made no prediction about what would happen.

As the exhibits cited by Local 150 merely discussed potential negative results of Local 150 representation and did not state that any of the negative consequences would happen or were inevitable, the Union's objections should be dismissed. No implication can be read into the handouts to indicate that such negative results were inevitable with Union representation at Atlas.

Finally, the Union's attempt to support its exception by asserting that the charges referenced in Exhibits M, O, Q, R, T could cause employees to conclude that Local 150 has been found guilty of the alleged violations are without merit. As discussed above, Atlas's communications regarding the charges clearly indicated that Local 150 was alleged to have

committed a violation and not that Local 150 was found guilty. Further, the Board has held that it "will no longer probe into the truth or falsity of campaign statements and will not set elections aside on the basis of misleading campaign statements." *Midland National Life Insurance Co.*, 263 NLRB 127, 133 (1982); *see also AWB Metal*, 306 NLRB 109 (1992). The only exception is where forged documents have been used in a way that renders voters unable to recognize propaganda for what it is. *Id.* Thus, even if the handouts in which Atlas referenced the charges contained a misstatement of fact, which they did not, they would not serve as the basis for a new election. Again, Atlas clearly referred to the allegations in the charges and attached unaltered copies of the charges themselves. *See* Exhibits M, O, Q and R.

For all of these reasons, the Union's assertions that Atlas's written campaign communications indicated that picket line violence, harassment and fines were inevitable if they selected Local 150 as their representative are meritless and should be overruled.

CONCLUSION

As found by the Regional Director, the Union failed to meet its burden of establishing specific evidence that improper acts occurred and that those acts materially affected the results of the election. Accordingly, Atlas respectfully requests that the Union's objections be overruled in their entirety and that a certification of election results issue.

Dated: November 4, 2010

Respectfully Submitted

ATLAS BOBCAT

By: /s/ David L. Streck
David L. Streck

Kenneth R. Dolin
David L. Streck
Seyfarth Shaw LLC
131 S. Dearborn
Suite 2400
Chicago, IL 60603
(312) 460-5000 (telephone)
(312) 460-7000 (facsimile)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that he caused the foregoing **Brief In Response To Union's Exceptions To The Report On Objections** to be served on the following persons via electronic filing on November 4, 2010:

NLRB Office of the Executive Secretary
1099 14th St. N.W.
Washington, D.C. 20570-0001

Region 13
National Labor Relations Board
209 South LaSalle Street
Suite 900
Chicago, IL 60604

In addition, the undersigned hereby certifies that he caused the foregoing **Brief In Response To Union's Exceptions To The Report On Objections** to be served on the following persons via e-mail and Federal Express Overnight delivery on November 4, 2010:

Mr. Joseph Barker, Regional Director
National Labor Relations Board, Region 13
The Rookery Building
209 South LaSalle Street, 9th Floor
Chicago, IL 60604

Charles R. Kiser
Local 150 Legal Department
6140 Joliet Road
Countryside, IL 60525

By: /s/ David L. Streck

Kenneth R. Dolin
David L. Streck
Seyfarth Shaw LLC
131 S. Dearborn
Suite 2400
Chicago, IL 60603
(312) 460-5000 (telephone)
(312) 460-7000 (facsimile)

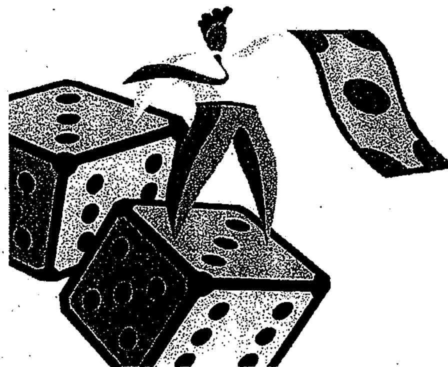
EXHIBIT 1

BARGAINING IS A TWO-WAY STREET

If Local 150 got in, Atlas Bobcat would be required to bargain in good faith and we would of course comply with all of our legal obligations. However, there is no legal requirement that wages and benefits only go up as a result of negotiations. If Local 150 were to win this election, your current wages and benefits would be put on the bargaining table. The attached page from an actual National Labor Relations Board case shows what the law really is:

> **THERE IS NO OBLIGATION ON THE PART OF A COMPANY TO CONTINUE EXISTING BENEFITS AND IT IS NOT AGAINST THE LAW FOR THE COMPANY TO OFFER REDUCED WAGES AND BENEFITS IN BARGAINING.**

So the law is that, after bargaining, your wages and benefits can stay the same, can go up, or can go down. That's right, you could have less after collective bargaining. No one knows for sure who will come out ahead. Don't let Local 150 gamble YOUR current wages and benefits by putting them on the bargaining table!



VOTE ☒ NO