

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 15**

*
THYSSENKRUPP STAINLESS USA, LLC, a *
wholly owned subsidiary of OUTOKUMPU *
STAINLESS USA, LLC *
*
and *
*
UNITED STEEL, PAPER AND FORESTRY, *
RUBBER, MANUFACTURING, ENERGY, *
ALLIED INDUSTRIAL AND SERVICE *
WORKERS INTERNATIONAL UNION, *
AFL-CIO, CLC *
*

**Cases 15-CA-070319
15-CA-073053**

**COUNSEL FOR THE ACTING GENERAL COUNSEL’S OPPOSITION TO
RESPONDENT’S MOTION FOR SUMMARY JUDGMENT**

Counsel for the Acting General Counsel submits that the Motion for Summary Judgment filed by ThyssenKrupp Stainless USA, LLC, a wholly owned subsidiary of Outokumpu Stainless USA, LLC (Respondent) in this matter should be denied as a matter of law because a side notice that Respondent posted and electronically mailed to its employees undermined the Board Notice posted pursuant to an informal settlement agreement in this matter. Accordingly, there is no settlement bar to the proceedings in this matter and the matter should be remanded for a hearing on the underlying unfair labor practices.

FACTS

On May 17, 2010, the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC (Union) filed the petition in Case No. 15-RC-8841 seeking to represent a unit of Respondent’s employees. The petition was blocked by outstanding unfair labor practice charges at the time and continued to be

blocked until an election was scheduled to be held on December 13 and 14, 2011. However, on December 7, 2011, the Union filed the charge in Case No. 15-CA-070319, and on January 24, 2012, the Union filed the charge in Case No. 15-CA-073053. The election was postponed due to those blocking charges.

The Regional Director of Region 15 (Regional Director) of the National Labor Relations Board (Board) found merit to certain allegations in Cases 15-CA-070319 and 15-CA-073053. On April 30, 2012, the Union, Respondent, and the Regional Director entered into an informal settlement, copy included as Attachment A, to resolve those allegations, which included the physical and electronic posting of a Board Notice.

On May 7, 2012, prior to receipt of the Board Notice from Region 15, Respondent posted a Side Notice regarding the informal settlement on its bulletin board at the facility and electronically mailed the Side Notice to its employees. The Side Notice told Respondent's employees the purported reasons Respondent entered into the settlement agreement. The May 7, 2012 Side Notice is included as Attachment B.

On May 17, 2012, Respondent posted the Board Notice on its bulletin board and intranet. Respondent posted the Board Notice on the bulletin board with the Side Notice. The informal settlement agreement required Respondent to take the following affirmative action: 1) repeal the rule that employees cannot talk about the Union while on working time while allowing employees to talk about other subjects; 2) rescind discipline issued to two employees for violating that rule; 3) notify the two employees that the discipline had been rescinded; 4) allow employees to talk about the Union during working time while employees are allowed to talk about other subjects; and 5) post the Board Notice for 60 days. Respondent satisfactorily complied with the first four actions.

On July 30, 2012, the Union filed the charge in Case No. 15-CA-086232 alleging that, on about May 7, 2012, the Employer unlawfully misrepresented NLRB procedures thereby creating the impression that it could engage in unlawful conduct without penalty. During the investigation of that charge, the Regional Director determined that by posting and emailing to its employees Respondent's May 7, 2012 Side Notice, Respondent rendered meaningless its Board Notice posting and had not complied with the Notice-posting requirement of the informal settlement. On September 19, 2012, Region 15 informed Respondent of the Regional Director's conclusion that the settlement agreement should be set aside. On September 21, 2012, the Regional Director approved the withdrawal of the charge in Case 15-CA-086232.

From October 24, 2012 to March 27, 2013, Region 15 attempted to resolve the issue of non-compliance with the Notice-posting requirement of the informal settlement with Respondent. After failing to reach a resolution, on March 27, 2013, the Regional Director issued a letter to Respondent stating that unless Respondent remedied the violation of the informal settlement within 14 days, the Region might issue a complaint and thereafter file a motion for Default Judgment to the Board on the allegations in the settlement agreement for breach of the informal settlement. The Regional Director's March 27, 2013 letter is included as Attachment C. Subsequent to the March 27, 2013 letter, Respondent did nothing to remedy the violation of the informal settlement.

On June 28, 2013, the Regional Director of Region 15 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Complaint) regarding the meritorious allegations of Cases 15-CA-070319 and 15-CA-073053 that had been the subject of the prior informal settlement.¹ Specifically, the Complaint alleges that Respondent violated Section

¹ The Regional Director of Region 15 determined not to file a motion for Default Judgment and, instead, issued a complaint and scheduled a hearing on the merits of the allegations. Although the complaint does not expressly

8(a)(1) of the National Labor Relations Act by doing the following: 1) prohibiting employees from talking about the Union during working time while permitting employees to talk about other non-work subjects; 2) engaging in unlawful surveillance of the distribution of Union leaflets to employees at Respondent's gate; 3) promulgating and maintaining a rule prohibiting employees from discussing the Union during working hours; 4) issuing discipline to two employees for violating the unlawful rule prohibiting employees discussing the Union during working hours; 5) threatening employees that they will lose everything if they selected the Union as their exclusive collective-bargaining representative; and 6) threatening employees that collective bargaining would start from zero if they selected the Union as their exclusive collective-bargaining representative.

On July 11, 2013, Respondent filed an Answer denying the commission of any unfair labor practices. On August 15, 2013, Respondent filed Respondent's Motion to Transfer Proceedings to the National Labor Relations Board and for Summary Judgment (Respondent's Motion), contending that the issues raised in the Complaint were resolved by a previous informal settlement between Respondent and Region 15. The matter is now postponed indefinitely, due to charges filed August 13, 2013 and September 13, 2013.

ARGUMENT

A. Respondent's Side Notice showed Non-compliance with the Settlement Agreement

Respondent's Motion correctly states the standard for summary judgment used by the Board. "Rule 56 of the Federal Rules of Civil Procedure provides that summary judgment shall be rendered if the 'pleadings, deposition, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that

revoke approval of the informal settlement, as Respondent recognizes, that was implied. Prior to hearing, the Region plans to amend the complaint to explicitly set aside the informal settlement.

the moving party is entitled to judgment as a matter of law.” *Lake Charles Memorial Hospital*, 240 NLRB 1330, 1330 (1979). Under this standard, Respondent is not entitled to summary judgment because it is not entitled to judgment as a matter of law in this case.

The issue is whether the Respondent’s Side Notice provides a proper basis for setting aside the informal settlement. Although the facts surrounding Respondent’s posting of the Side Notice before and in conjunction with the posting of the Board Notice are not in dispute, Respondent is not entitled to judgment as a matter of law based on those facts.

Posting board notices has been an essential Board remedy for unfair labor practices since the earliest reported case under the Act. See, e.g., *Pennsylvania Greyhound Lines, Inc.*, 1 NLRB 1, 52 (1935), enf. denied in relevant part 91 F.2d 178 (3d Cir. 1937), revd., 303 U.S. 261 (1938). Posting notices continues to be one of the most commonly used tools to advance the Board’s most basic mission of enforcing employee rights and preventing unfair labor practices. *J. Picini Flooring, Inc.*, 356 NLRB No. 9 (2010), enf’d. 656 F.3d 860 (9th Cir. 2011).

One of the two classes of remedies used by the Board to stop on-going violations and inform employees of their accurate rights is the ‘notice remedy’. *Teamsters Local 115 v. N. L. R. B.*, 640 F.2d 392, 399 (D.C. Cir.), cert. denied 454 U.S. 827 and 454 U.S. 837 (1981). A ‘notice remedy’ informs employees of their statutory rights and the legal limits on the Employer’s conduct, and reassures them that further violations will not occur. *Id* at 400. There are a limited amount of Board actions associated with the ‘notice remedy’ class; posting board notices is one of these few remedies available to the Board. Posting a board notice is the most used and accepted type of notice remedy. *Id* at 400; *Fresh & Easy Neighborhood Mkt., Inc. v. N.L.R.B.*, 468 Fed. Appx. 1, 3 (D.C. Cir. 2012) (companywide posting was necessary to remedy or prevent the employer’s continuing or future unfair labor practices); *Guardsmark, LLC v. N.L.R.B.*, 475

F.3d 369, 380 (D.C. Cir. 2007) (ordering the company to post board notices at all offices nationwide was necessary to disseminate information to all employees effected by violations); See *United Food & Commercial Workers Union Local 204 v. N.L.R.B.*, 447 F.3d 821 (D.C. Cir. 2006) (concluding that a notification order was the appropriate remedial response to the widespread unfair labor practices at the facility). See also *Hoffman Plastic Compounds, Inc. v. N.L.R.B.*, 535 U.S. 137, 152 (2002) (requiring an employer to comply with notice posting or face contempt proceedings); See also *Conair Corp. v. N.L.R.B.*, 721 F.2d 1355, 1384 (D.C. Cir. 1983), cert. denied 467 U.S. 1241 (1984) (finding that notice posting to be the most basic and essential of the several notice remedies in use); *N.L.R.B. v. Express Pub. Co.*, 312 U.S. 426, 438 (1941) (posting of notices advising the employees of the Board's order and announcing the readiness of the employer to obey it was within the authority conferred on the Board by section 10(c) of the Act 'to take such affirmative action . . . as will effectuate the policies' of the Act).

Through Board notices, employees are made aware of the unfair labor practices being remedied, are assured that the Charged Party will respect their rights under the Act, and that the Charged Party will not commit unfair labor practices in the future. See *The Riverboat Hotel*, 319 NLRB 176, 177 (1995). The Board's authority for ordering Charged Parties to post notices come directly from the Act and enforces individual rights in the public interests, not private interests. *N.L.R.B. v. Hiney Printing Co.*, 733 F.2d 1170 (6th Cir. 1984). Notices are effective remedies even after the passage of time and turnover of employees and supervisors. See *Vemco, Inc.*, 315 NLRB 200, 200 (1994).

The Board has found noncompliance with an informal settlement when "the charged party posted alongside of the settlement notice his own notice which tended to detract from the effectiveness of the settlement notice, thereby defeating its very purpose to assure employees that

their statutory rights shall be respected.” *Bingham-Williamette Co.*, 199 NLRB 1280, 1281 (1972). See also, *Bangor Plastics, Inc.*, 156 NLRB 1165 (1966), enf’d. denied, 392 F.2d 772 (6th Cir. 1967); and *Arrow Specialties, Inc.*, 177 NLRB 306 (1969), enf’d., 437 F.2d 522 (8th Cir. 1971).

In *Bingham-Williamette*, the Employer posted a side notice that said it settled the case in order to save money; it did not feel it did anything wrong; and it did not admit it had committed any unfair labor practices. The Board found the side notice invalidated the settlement: “[I]nstead of assuring employees that it intended to abide by its commitments in the settlement notice, the Respondent implied that the conduct it had agreed not to engage in was permissible.” *Id.* In *Arrow Specialties*, the Employer posted a side notice that said the Union had blocked a representation election, and had settled the case in order to allow the employees to vote in a representation election. That side notice also stated there was “no indication that this Company has done anything wrong.” *Arrow Specialties*, 177 NLRB at 308. The Board commented on the side notice that blamed the Union for delaying an election:

[T]he Respondent’s notice advised the employees that it had settled the charges only because it did not want to see them deprived of their right to vote and in order to enable them to exercise this right. Thus, the Respondent unfairly cast the Union in the role of a culprit whose efforts to foist itself on the employees as their bargaining representative, without an election, was frustrated by the Respondent’s agreement to settle the case. Finally, instead of assuring employees that it intended to abide by its commitments in the settlement notice, the Respondent asserted that there was no “indication [in the notice] that this Company has done anything wrong,” and thus implied that the conduct he had agreed not to engage in was permissible.

Id.

In *Gould, Inc.*, 260 NLRB 54 (1982), the Employer posted a side notice that stated the reason it entered into the Boards settlement was to ensure its employees would vote in a representation election; that it did not admit to any violations of the law; and the Union would

deny employees their right to vote in a representation election for their own ends. Furthermore, in *Gould*, the Employer posted the side notice prior to posting the official Board Notice. The Board found the side notice's characterization of the settlement:

patently attempted to minimize the effect of the Board's notice, sought to portray itself as blameless while placing on the Union the burden of responsibility for denial of employee rights and indeed "so contradict[ed] the terms of the Board's required notice as to cancel the legitimate purpose of the required notice and amount to noncompliance" with its terms.

Id. at 58.

The Board noted the derogatory impact of the side notice was particularly strong among the employees who received the side notice prior to the posting of the Board's Notice. The Board said that those employees were "necessarily influenced" by the Employer's side notice since they had not had an opportunity to read the Board's Notice before they saw the Employer's side notice. *Id.*

Just as in *Arrow Specialties* and *Gould, Inc.*, Respondent's Side Notice blames the Union for preventing the employees from exercising their rights to choose their bargaining representative. Respondent's Side Notice makes this point three times: 1) "The union then used the charges to block the election from occurring, which prevented you from exercising your right to vote and have a choice." 2) "At that time, the union filed charges that blocked the election." 3) "Unfortunately, the union filed newer charges before the December 2011 election that kept that from happening." Respondent's Side Notice twice describes Respondent as the party taking action to protect employees' rights to select their bargaining representation: 1) "Stainless USA has always held the opinion that you deserve the opportunity to vote and we have done everything in our power to move this process along since this campaign has been going on for over three years." 2) "By resolving the charges now, however, the election can be pushed

forward once again provided the union does not file new charges.” Also, just as in *Arrow Specialties* and *Gould, Inc.*, Respondent’s notice emphasized that it has not been found “guilty” of any of the allegations in the charges filed by the Union. Respondent’s Side Notice makes this point three times: 1) “Stainless has not been found guilty of any of the allegations.” 2) “Consistent with that goal, although Stainless USA believes it has not violated any laws, we agreed to resolve the remaining charges by posting a notice.” 3) “We would like to point out that the Labor Board has not found the Company guilty regarding the current charges.” Furthermore, Respondent’s Side Notice denigrates the effect of the Board Notice by stating that twelve other allegations² had been either withdrawn or dismissed. By this language, Respondent attempts to minimize the effect of settling the remaining six allegations. In the same vein, Respondent’s Side Notice points out that the settlement does not include “fines, penalties[,] or other monetary requirements.” Respondent can have no reason to highlight this fact other than to minimize the affirmative remedies to which it agreed in the settlement.

Just as in *Gould, Inc.*, Respondent’s Side Notice in the instant case was communicated to the employees prior to the Board Notice. In *Gould, Inc.*, the Board specifically found the fact employees saw the Employer’s side notice prior to seeing the Board Notice heightened the derogatory impact of the side notice. In the instant case, Respondent’s Side Notice was posted on the bulletin board at its facility and electronically sent to each employee ten days before the Board Notice was posted, which ensured that Respondent’s Side Notice had a greater impact on employees than the later posted Board Notice.

Here, the Regional Director found that Respondent’s Side Notice undermined the effectiveness of the Board Notice such that approval of the informal settlement should be revoked because the Side Notice does the following:

² Respondent’s side notice characterizes these allegations as “charges.”

1. Blames the Union for blocking the representation election,
2. States that the only reason Respondent entered into the settlement agreement was to allow the employees to vote in a representation election,
3. Emphasizes that Respondent was not found liable for unfair labor practices,
4. Minimizes the settled allegations by highlighting the number of non-meritorious allegations, and
5. Was physically posted and electronically sent to each employee prior to the posting of the Board Notice,

Considering all those factors together, the Regional Director properly found that Respondent's Side Notice minimized the effectiveness of the Board Notice and suggested to the employees that the posting of the Board Notice was merely a formality to an extent that justified setting aside the informal settlement.

B. Respondent's Arguments Against Setting Aside the Settlement Agreement

Respondent claims that the nature of its Side Notice does not justify setting aside the informal settlement because: 1) the Side Notice is lawful and factual; 2) the Side Notice does not address specific provisions of the Board Notice; 3) the Side Notice did not emphasize a nonadmissions clause from the settlement agreement; 4) it completed "significant" remedial actions in addition to posting the Board Notice; and 5) the Side Notice is protected free speech under Section 8(c) of the Act.

Regarding Respondent's first two contentions, it is true that the Side Notice is not alleged to have violated Section 8(a)(1) of the Act or to be factually inaccurate. However, the issue in this case is not whether the language in the Side Notice is accurate, but whether the language impermissibly minimizes the effect of the Board Notice, which Respondent voluntarily agreed to post. The purpose of the Board Notice is to inform the employees that Respondent will respect their rights under the Act. Language in a side notice that undermines this effect will be enough for the Board to set aside a settlement, even when that language is factual. See *Gould*,

Inc. 260 NLRB at 57 - 58 (setting aside a settlement agreement without analyzing whether the side notice was factual); *Bingham-Williamette Co.*, 199 NLRB at 1281 -1282 (setting aside a settlement agreement without analyzing whether the side notice was factual); and *Arrow Specialties, Inc.*, 177 NLRB at 308 (setting aside a settlement agreement without analyzing whether the side notice was factual). Respondent's reliance on the accuracy of the language in its Side Notice does not affect the analysis the Board must undertake here.

The cases Respondent cites to support its argument that the informal settlement should not be set aside because its Side Notice was accurate are misplaced. Respondent relies on *Treasure Island Foods, Inc.*, 2007 WL 130795 (N.L.R.B. Div. of Judges (2007) and *Midland National Life Insurance Co.*, 263 NLRB 127 (1982) to support its position that factual accuracy should be considered when evaluating its Side Notice. However, the *Treasurer Island Foods* decision is a decision and recommendation by an Administrative Law Judge and is not a Board decision. As such, it is not entitled to any precedential weight. *Midland* is a representation case that concerned campaign literature issued by the Employer to employees the day before a representation election. The Board's analysis in that case concerned the line of cases regarding permissible campaign language. *Midland* did not concern a side notice that could justify setting aside a settlement. Therefore, the analysis in *Midland* regarding the truthfulness of language in an Employer communication does not apply to the instant case.

Regarding Respondent's argument that its Side Notice does not support setting aside the informal settlement because it does not address specific provisions of the Board Notice and does not emphasize a nonadmissions clause from the settlement agreement. The Board's analysis regarding side notices does not require that the side notice mention the Board Notice. See *Gould, Inc.* 260 NLRB 54 (1982); *Bingham-Williamette Co.*, 199 NLRB 1290 (19872); and

Arrow Specialties, Inc., 177 NLRB 306 (1969). Nor does it require emphasizing a non-admissions clause. In *Bingham-Williamette*, the Employer posted the settlement agreement as well as the Board Notice and circled the nonadmissions clause in the settlement agreement. Here, the settlement agreement did not contain a non-admissions clause which Respondent could highlight. Nevertheless, Respondent's Side Notice included something akin to a non-admissions clause by stating three times that it had not been found to have engaged in any unfair labor practices. As a practical matter, Respondent engaged in the same behavior that the Board criticized in *Bingham-Williamette*.

Respondent also claims that the informal settlement should not be set aside because it engaged in "significant" remedial action in addition to posting the Board Notice. Respondent relies on *Littler Diecasting Corp.*, 334 NLRB 707 (2001) and *Diester Concentrator Co.*, 253 NLRB 358 (1980) to support its position that the Board should not set aside the informal settlement because it complied with the provisions of the settlement. However, the side notices in both *Littler* and *Diester* are substantially less offensive to the Board Notice than the Side Notice posted by Respondent. The side notices in *Littler* and *Diester* said only that the Employer did not believe it had committed unfair labor practices and that the reason it entered into the settlement was to save litigation costs. Respondent's Side Notice does not merely state that it believed it had not committed an unfair labor practice, it emphasizes that belief three times in a one-page document. Its Side Notice is far more destructive of the language in the Board Notice than the language in the side notices in *Littler* and *Diester*. Moreover, the side notice in *Littler* was posted for only a week along with the Board Notice, while Respondent's Side Notice, was sent to employees and posted ten days prior to the 60-day posting period and posted next to the

Board Notice during the entirety of the 60-day posting period. Respondent's continual posting exacerbated the negative effects the Side Notice would have on the Board Notice.

Most importantly, though, the side notices in *Littler* and *Diester* did not attempt to blame the Union for creating the problems resolved only by the Employer's participation in the informal settlement. Respondent's Side Notice blames the Union for denying the employees the opportunity to exercise their right to choose their bargaining representatives and, consequently, credits the Employer for taking action to support those rights. This language in Respondent's Side Notice, not present in the side notices in *Littler* and *Diester*, demonstrates Respondent's efforts to minimize the effect of the Board Notice, while continuing to unfairly blame the Union for the delay in the election.

Furthermore, the Board in *Diester* agreed the pre-settlement actions so varied "in kind and degree" from the post-settlement bargaining allegations that setting aside the settlement would not further the case. *Diester*, 253 NLRB at 397. Since setting aside the informal settlement here does not rely on post-settlement allegations of unfair labor practices, the reasoning for not setting aside the settlement in *Diester* does not apply.

Respondent also argues that the informal settlement should not be set aside because its Side Notice was protected as free speech under Section 8(c) of the Act. This argument is misplaced. The Acting General Counsel is not arguing that Respondent's Side Notice is unlawful, but rather that its terms impermissibly undermined the posting of a Board Notice that was supposed to remedy alleged unfair labor practices. The free speech rights of Respondent are not implicated in such an argument. The issue is whether Respondent has sufficiently complied with an informal settlement designed to remedy other conduct by Respondent.

Finally, any concern the requested remedy in the instant case would not effectuate the purposes of the Act due to the delay between when the unfair labor practice violations in this matter occurred and an appropriate reposting of the Board Notice is misplaced. The posting of a Board Notice has been an essential element of the Board's remedies for unfair labor practices since the earliest cases under the Act. Any perceived delay does not lessen the purpose of a Board Notice to inform employees of a) their rights under the Act, b) the violations found by the Board, c) the Respondent's undertaking to cease and desist from such unlawful conduct in the future, and d) the affirmative action to be taken by the Respondent to redress the violations.³ See, e.g., *Vemco, Inc.*, 315 NLRB 200 (1994) and *Pennsylvania Greyhound Lines, Inc.*, 1 NLRB 1, 52 (1935), enf. denied in relevant part 91 F.2d 178 (3d Cir. 1937), revd., 303 U.S. 261 (1938). It is also noteworthy that in each of the cases relied on by Counsel for the Acting General Counsel there would have been a delay between the original posting and any new posting, however the Board still found posting to be appropriate. Moreover, the reposting of the Board Notice in the instant case would be a particularly meaningful remedy because the Union's organizing campaign, which was ongoing when the unlawful conduct occurred, is continuing. Reposting of the Board Notice during the organizing campaign will inform employees of their rights and the employer's obligation not to interfere with those rights.

CONCLUSION

Counsel for the Acting General Counsel submits that the Board should deny the Motion for Summary Judgment and remand the case for hearing before an Administrative Law Judge. The facts surrounding the publication of Respondent's Side Notice are not in dispute and warrant a conclusion that the Side Notice undermined the Board Notice because it (1) repeatedly

³ It is not unheard of to have a delay of years between the filing of a charge and a final Board decision in a case, which regularly results in a Board Notice being posted years after the unfair labor practices occurred.

emphasized that it had not been found liable for violating the Act; (2) blamed the Union for delaying the pending election (three times); (3) states that the only reason it entered into the informal settlement was to allow the employees to vote in a representation election; (4) minimizes the settled allegations by highlighting the number of non-meritorious allegations; and (5) was physically posted and electronically sent to each employee prior to the posting of the Board Notice. While any one of these deficiencies alone might not be enough to set aside the informal settlement, taken collectively they are.

Dated: September 26, 2013



CHARLES R. ROGERS
COUNSEL FOR THE ACTING GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD, REGION 15
600 SOUTH MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408
PHONE: (504) 589-6368
FAX: (504) 589-4069
EMAIL: CHARLES.ROGERS@NLRB.GOV

CERTIFICATE OF SERVICE

I certify that I have had the foregoing Opposition to Respondent's Motion to Transfer Proceedings to the National Labor Relations Board and for Summary Judgment uploaded to the National Labor Relations Board and served electronically on the following parties:

Jack Lambremont
Littler Mendelson, P.C.
3344 Peachtree Road, NE, Suite 1500
Atlanta, GA 30326-43803
jlambremont@littler.com

Brad Manzolillo
United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied
Industrial and Service Workers
International Union, AFL-CIO, CLC
USW Organizing Department
5 Gateway Center
Pittsburgh, PA 15222
bmanzolillo@usw.org

Dated this 26th day of September, 2013 at New Orleans, Louisiana



CHARLES R. ROGERS
COUNSEL FOR THE ACTING GENERAL COUNSEL
NATIONAL LABOR RELATIONS BOARD, REGION 15
600 SOUTH MAESTRI PLACE, 7TH FLOOR
NEW ORLEANS, LOUISIANA 70130-3408
PHONE: (504) 589-6368
FAX: (504) 589-4069
EMAIL: CHARLES.ROGERS@NLRB.GOV