

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
TWENTY-SEVENTH REGION**

**INTERNATIONAL ALLIANCE OF THEATRICAL  
STAGE EMPLOYEES, MOVING PICTURE  
TECHNICIANS, ARTISTS AND ALLIED CRAFTS  
OF THE UNITED STATES, ITS TERRITORIES  
AND CANADA, AFL-CIO, CLC, LOCAL 838**

and

Case 27-CB-093060

**CORY B. SWARTZ , an Individual**

and

**FREEMAN DECORATING COMPANY**

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**COUNSEL FOR THE GENERAL COUNSEL'S BRIEF TO THE  
NATIONAL LABOR RELATIONS BOARD**

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Counsel for the General Counsel, Nancy S. Brandt, respectfully submits this Brief to the National Labor Relations Board (Board), pursuant to the Board's Order Approving Stipulation, Granting Motion, and Transferring Proceeding to the Board, issued on April 30, 2014.<sup>1</sup>

**PREFACE**

The International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, Local 838 (Respondent), has violated Section 8(b)(1)(A) of the Act by

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<sup>1</sup> This Order was issued pursuant to a Joint Motion to Transfer Proceedings to the National Labor Relations Board and Stipulation of Facts (Joint Motion), filed on January 24, 2014, by the Parties listed in the caption.

maintaining a facially unlawful attendance rule providing that hiring hall registrants will be suspended from referral until they pay fines to the Union for attendance infractions because, as written, Respondent's attendance rule interferes with employees' Section 7 rights. Respondent admits to maintaining the attendance rule at issue during all relevant times.

### **STATEMENT OF THE CASE**

On January 24, 2014, the Parties to this proceeding, Counsel for the General Counsel (General Counsel), Respondent, and Cory B. Swartz (Charging Party), jointly moved to transfer Case 27-CB-093060 to the Board pursuant to Section 102.35(a)(9) of the Board's Rules and Regulations. By its Order dated April 30, 2014, the Board granted the Parties' Joint Motion to transfer the case to the Board; approved the parties joint stipulated record (including the stipulation of facts, exhibits, and position statements of the Parties); and set a briefing due date of May 21, 2014, with reply briefs due 14 days thereafter.

### **BACKGROUND**

General Counsel, Respondent, and the Charging Party stipulated and agreed to the following facts in their January 24, 2014 Joint Stipulation of Facts.<sup>2</sup>

The original charge in this proceeding was filed and caused to be served by the Charging Party on November 13, 2012. (JT MOT EX 1) The amended charge in this proceeding was filed by the Charging Party on January 23, 2013, and caused to be served on January 24, 2013. (JT MOT EX 2) After investigation of the original and amended charges, the Regional Director issued a letter approving withdrawal of certain allegations contained in the amended charge on March 28, 2013. (JT MOT EX 3).

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<sup>2</sup> Exhibits referenced in and attached to the Joint Motion will be referred to as "JT MOT EX."

On March 28, 2013, the Regional Director issued a Complaint and Notice of Hearing in Case 27-CB-093060 pursuant to Section 10(b) of the Act, 29 U.S.C. § 151 et seq., and Section 102.15 of the Board's Rules and Regulations. (JT MOT EX 4) The Complaint alleges that Respondent violated Section 8(b)(1)(A) of the Act by maintaining a facially unlawful attendance rule providing that hiring hall registrants will be suspended from referral until they pay fines for violations of said rule because its attendance rule interferes with employees' Section 7 rights.

Respondent's Answer to the Complaint and attached documents was served on all Parties on April 10, 2013. (JT MOT EX 5)

### **STATEMENT OF ISSUES**

General Counsel asserts that the legal issues to be resolved in this matter are:

1. Whether Respondent violated Section 8(b)(1)(A) of the Act by maintaining an attendance rule in its Job Referral Procedure that conditions eligibility for dispatch/job referral upon the payment of fines to Respondent; and
2. Whether Respondent's attendance rule is facially unlawful in violation of Section 8(b)(1)(A) of the Act because it restrains and coerces employees in the exercise of the rights guaranteed in Section 7 of the Act.

### **STATEMENT OF FACTS <sup>3</sup>**

#### **A. Jurisdiction (Joint Motion Paragraph 5(a-c))**

At all material times, Freeman Decorating Company (Employer), has been a corporation headquartered in Dallas, Texas, with branch offices throughout the United States, and has been engaged in the business of producing special events, including trade shows in Salt Lake City, Utah. During the calendar year ending December 31,

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<sup>3</sup> The facts stated in the Statement of Facts are excerpted from the Joint Motion. Such excerpted facts will note the corresponding paragraph number in the caption.

2012, the Employer, in conducting its operations, performed services valued in excess of \$50,000 in states other than the State of Utah.

At all material times the Employer has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

B. Labor Organization Status (Joint Motion Paragraph 6)

At all material times, Respondent has been a labor organization within the meaning of Section 2(5) of the Act.

C. Background Facts (Joint Motion Paragraph 7(a))

Since at least May 13, 2012, the Employer and Respondent have maintained an agreement requiring that Respondent be the exclusive source of referrals of employees for employment with the Employer, which provides in relevant part:

The Company grants the Union the exclusive right to refer applicants to be employed by the Company to perform work covered by this Agreement and will communicate all labor needs exclusively to the Union Business Representative and the show site Job Steward.

D. Facts constituting alleged violations of the Act (Joint Motion Paragraph 7(b))

Since at least May 13, 2012, Respondent has maintained the following attendance rule in its Job Referral Procedure: (JT MOT EX 6)

G. Suspension and Removal-from the Referral List

Any referent who fails to report to work on time will automatically be suspended from the referral list *until referent has paid a \$25.00 assessment*. Referents will be notified by regular mail of each offense and may request an appeal, in writing, before the Referral Committee within ten days of the date of the notice.

Any referent, who fails to report to work, will be suspended from the Referral procedure *until the Referent has paid a \$100.00 assessment*. Any Referent who fails to report to work the second time will automatically be suspended from the Referral list *until the Referent has paid a \$150.00 assessment*. Failure to report to work for the third time will cause the

Referent to be automatically suspended from the Referral list *until the Referent has paid a \$200.00 assessment*. A Referent who fails to report to work for the fourth time will automatically be permanently removed from the referral list. **All frequency of offenses refers to the preceding twelve month period**. Referents will be notified by regular mail of each offense and may request an appeal, in writing, before the Referral Committee within ten days of the date of the notice. *All assessment [sic] must be paid before Referent is eligible for dispatch*. . . . (Bold in original, Italic emphasis added.)

Thus, Respondent's rule explicitly states that a referent who fails to show up for work on time will "automatically be suspended from the referral list until referent has paid" an assessment. Regarding no-shows, the rule provides for a progressively increased assessment and uses similar automatic suspension language.<sup>4</sup> While the rule does provide for an appeal process, it reiterates following the appeal process description: "All assessment [sic] must be paid before Referent is eligible for dispatch."

## ARGUMENT

### A. Applicable Legal Principles

#### 1. The Act:

Section 8(b)(1)(A) of the Act (29 U.S.C. § 158(b)(1)(A)) provides:

"It shall be an unfair labor practice for a labor organization or its agents- (1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7 [section 157 of this title]: Provided, That this paragraph shall not impair the right of a labor organization to prescribe its own rules with respect to the acquisition or retention of membership therein; or (B) an employer in the selection of his representatives for the purposes of collective bargaining or the adjustment of grievances;

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<sup>4</sup> The rule also provides that: "A Referent who fails to report to work for the fourth time will automatically be permanently removed from the referral list." General Counsel does not contend that this permanent removal provision constitutes a *per se* violation of the Act because the Board has held that a union can lawfully expel registrants from access to hiring hall referrals for egregious misconduct. See e.g. *Local 873, AFL-CIO (Komomo-Marian Division, Central Indiana Chapter, NECA)*, 250 NLRB 928, 928, fn 3 (union lawfully refused to refer employee who had been dropped from its apprenticeship program because of excessive absenteeism).

## 2. Applicable Legal Authority:

The Supreme Court has issued several key decisions regarding the rights of unions to enforce internal union rules. As stated by the Supreme Court in *Scofield, et. al. v. NLRB*, 394 U.S. 423, 429 (1969), Section 8(b)(1)(A), along with other parts of the Act, forms a web to prevent unions from affecting members' employment status to enforce the union's internal rules. "The policy of the Act is to insulate employees' jobs from their organization rights." *Radio Officers' Union of the Commercial Telegraphers Union, AFL v. NLRB*, 347 U.S. 17, 40 (1954). In *NLRB v. Allis-Chalmers Manufacturing Co.*, 388 U.S. 175, 195 (1967), the Supreme Court stated: "[T]he repeated refrain throughout the debates on 8(b)(1)(A) and other sections [was] that Congress did not propose any limitations with respect to the internal affairs of unions, aside from barring enforcement of a union's internal regulations to affect a member's employment status."

As noted, the proviso of Section 8(b)(1)(A) guarantees a union the right "to prescribe its own rules with respect to the acquisition and retention of membership therein." Accordingly, a union has the inherent authority to reasonably discipline members who violate rules and regulations governing membership in order to maintain solidarity and be an effective representative of its members' economic interests.<sup>5</sup> While the Board has repeatedly held that a union "may freely fine a member for violation of a membership rule," it has made the critical distinction that enforcement of the payment of the fine through "an employment-related sanction" violates Section 8(b)(1)(A).

*International Longshoremen's & Warehousemen's Union, Local 13*, 228 NLRB 1383 (1977), *enforced*, 581 F.2d. 1321 (9th Cir. 1978), *cert. denied*, 440 U.S. 935 (1979).

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<sup>5</sup> *NLRB v Allis-Chalmers Manufacturing Co.*, 388 U.S., at 181-84.

Thus, when a union operating an exclusive hiring hall prevents an employee from being hired or causes an employee's discharge, the Board presumes that the effect of the union's action is to unlawfully encourage union membership because the union has displayed to all users of the hiring hall its power over their livelihoods. *Stage Employees IATSE Local 720 (AVW Audio Visual)*, 332 NLRB 1, 2 (2000), *revd. on other grounds*, 333 F.3d 927 (9<sup>th</sup> Cir. 2003).<sup>6</sup> That presumption may be rebutted in limited instances including where the union's action was pursuant to a lawful union security clause or was necessary to the effective performance of its representative function. Unions have also successfully rebutted the presumption in circumstances where the employee's conduct was so egregious as to foreclose any reasonable inference that the union's action was taken to encourage union membership.<sup>7</sup>

B. Respondent violated Section 8(b)(1)(A) of the Act by maintaining an attendance rule in its Job Referral Procedure that conditions eligibility for dispatch/job referral upon the payment of fines to Respondent

1. General Counsel's Theory of Violation:

General Counsel asserts that Respondent's hiring hall rule providing for automatic suspension from dispatch until the referent pays the attendance related assessment is facially unlawful and, thus, the Union's maintenance of such provisions constitutes a *per se* violation of Section 8(b)(1)(A).

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<sup>6</sup> See also, *Operating Engineers Local 18 (Ohio Contractors Association)*, 204 NLRB 681, 681 (1973), *enf. denied on other grounds and remanded per curiam*, 496 F.2d 1308 (6<sup>th</sup> Cir. 1974), *reaff'd*, 220 NLRB 147 (1975), *enf. denied*, 555 F.2d 552 (6<sup>th</sup> Cir. 1977).

<sup>7</sup> See e.g., *Philadelphia Typographical Union No. 2 (Triangle Publications)*, 189 NLRB 829, 830 (1971) (union lawfully caused employee's layoff because employee, while serving as union treasurer, embezzled substantial union funds, threatening the union's financial survival); *Carpenters Local 522 (Caudle-Hyatt)*, 269 NLRB 574, 576 (1984) (union lawfully caused discharge of employees who had circumvented hiring hall and obtained work directly from employer); *Boilermakers Local 40 (Envirotech Corp.)*, 266 NLRB 432, 433 (1983) (union lawfully denied employee referral after employee had circumvented hiring hall by applying for work directly from employer)

General Counsel acknowledges that maintenance of a rule sanctioning referents for poor attendance addresses a legitimate concern of the Respondent in the effective performance of its representative function as the administrator of the hiring hall. Such rules are designed to insure that the workers whom unions refer actually show up for work and show up on time, so as to preserve a union's reputation and relationship with employers to which it supplies labor.

Respondent has crafted its current rule using the assessment of fines as a means of enforcing the rule. The assessment of fines is not in and of itself unlawful, but Respondent uses automatic suspension from dispatch until the fine is paid as the mechanism for enforcing its attendance rule. Thus, as written, Respondent's rule explicitly denies employment to employees, not for failing to show up for work or for showing up late, but rather for failing to pay an assessment or fine to the Union. As discussed more fully below, while Respondent has the right to discipline its members for failing to adhere to its hiring hall rules through the imposition of a fine, it may not enforce that fine through an employment-related sanction without violating Section 8(b)(1)(A).

2. Respondent's Rebuttable Presumption Argument:

Respondent argues that its attendance rule should be deemed to rebut the presumption that the effect of the Respondent's action of conditioning future dispatches on payment of fines unlawfully encourages union membership because policing and enforcing attendance is vital to the functioning of the hiring hall, and "a fine or assessment is a valid means of doing so." (JT MOT EX 6, page 2) The Board has consistently held, however, that a union may not refuse to refer an employee for employment to enforce the collection of a fine and/or assessment. In *ILWU, Local 13*,

supra, the Board affirmed an administrative law judge's (ALJ) finding that the union violated Section 8(b)(1)(A) by threatening to refuse to dispatch employees from its exclusive hiring hall and refusing to refer a member for failing to pay fines and assessments. The ALJ, citing *NLRB v. Allis-Chalmers, supra*, at 195 and *Scofield et. al. v. NLRB supra*, at 428, stated:

Consequently, while a labor organization is free, under the proviso to Section 8(b)(1)(A), "to prescribe its own rules with respect to the acquisition or retention of membership therein," its ability to enforce such rules is restricted by "barring enforcement of a union's internal regulations to affect a member's employment status." For example, while a labor organization may freely fine a member for violation of a membership rule, "the same rule could not be enforced by causing the employer to exclude him from the work force or by affecting his seniority without triggering violations of §§8(b)(1), 8(b)(2), 8(a)(1), 8(a)(2), and 8(a)(3)." (Internal citations omitted.)

Based on the cited authority, the ALJ, as affirmed by the Board, found that by refusing to dispatch the member for work for reasons other than his failure to tender his dues, which included his share of the expenses of the dispatching hall, the union violated Section 8(b)(1)(A) and (2). The ALJ also found separate violations of Section 8(b)(1)(A) based on the union's threatening to prevent members from working if they did not pay assessments and fines. *Id* at 1386.

Similarly, in *Fisher Theater*, 240 NLRB 678 (1979), the Board affirmed the ALJ's finding that the union unlawfully refused to refer members for failure to pay union fines imposed for violations of the union's no-bumping policy. The ALJ, in finding a violation, stated that in exclusive hiring hall circumstances, a union's "refusal to refer for nonpayment of a fine is unlawful, at least ordinarily, regardless of why the fine was imposed." *Id* at 22. See also, *In re Denver Newspaper and Graphic Communications, Local No. 22* (Denver Publishing Company) 338 NLRB 130 (2002) (union unlawfully

caused denial of overtime opportunities because employee was delinquent in paying union fine.)<sup>8</sup>

Thus, while Respondent is correct in asserting that fines and assessments are lawful means of policing attendance, Respondent cannot lawfully condition future referral on the payment of the fine or assessment.

### 3. Respondent's Internal Versus External Rule Argument:

Respondent contends that Section 8(b)(1)(A)<sup>9</sup> is inapplicable because the proviso refers to internal union rules and the Job Referral Program is an "external rule applied without discrimination to referents under the Job Referral Program, regardless as to whether they belong to [the] Union or not. It has no bearing on Section 7 rights." (JT MOT EX 10, at page 2) Respondent does not cite any legal authority in support of this proposition. It is noteworthy that in the various hiring hall fine cases cited *infra*, the Board did not make this distinction in finding employment related sanctions for failure to pay fines to be unlawful. Moreover, General Counsel respectfully asserts that it is because Respondent's "external" hiring hall rule affects members and nonmembers alike that it has an unlawful chilling effect on Section 7 rights since it communicates to all referents that Respondent holds power over their employment.

### 4. Respondent's Legitimate Purpose Argument:

Respondent argues that its attendance rule serves a legitimate interest.

Specifically: "Respondent's legitimate interest in representing its contingency and

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<sup>8</sup> The only case at odds with the Board's long standing holding that it is unlawful for a union to refuse to refer a individual for nonpayment of fines or assessments is *Stage Employees IATSE Local 720 (Production Support Services)*, 352 NLRB 1081, 1086 (2008). In that case, the ALJ departed from this precedent and found that in cases where an individual is suspended from a hiring hall for nonpayment of a fine, the union's rationale for imposing the fine must be examined. However, in the absence of exceptions, the two-member Board found it unnecessary to pass on this finding. *Id.* at 1081, fn 3.

<sup>9</sup> Respondent also argues that Section 8(b)(2) is inapplicable, although General Counsel has not alleged a violation of Section 8(b)(2).

performing its duty and service to referents, the needs of the hiring hall and signatory employers which the assessment serves as a rational way, outweighing any Section 7 rights.” (JT MOT EX 10, pages 2-3) While these arguments support maintenance of some sort of attendance rule, they do not support maintenance of the current rule. As discussed above, it is well established that conditioning future dispatches solely on payment of fines for violating the rule is unlawful.

Additionally, General Counsel notes that Respondent’s use of the word “outweighing” suggests that Respondent would apply a balancing test such as that used in certain union discipline cases. The Board has held that Section 8(b)(1)(A)'s proper scope in union discipline cases is to proscribe union conduct against union members that affects the employment relationship. If the union's conduct directly implicates Section 8(b)(1)(A), the Board determines whether there is a violation by balancing the member's Section 7 rights against the legitimacy of the union interest at stake in the particular case. In *Allied Signal Technical Services* 336 NLRB 52, 54 (2001), the Board stated:

In finding that the Union did not violate Section 8(b)(1)(A) by disciplining Johnson, we find distinguishable our decision in *Operating Engineers Local 400 (Hilde Construction Co.)*, 225 NLRB 596 (1976), enfd. mem. 561 F.2d 1021 (D.C. Cir 1977). In that case, the Board found that the union violated Section 8(b)(1)(A) by imposing internal union fines on members who engaged in dissident activity in an attempt to redirect their union's bargaining strategy. As we noted in *Brandeis*, supra at 1124, an important factor in finding a violation in *Hilde* was that the discipline was not “narrowly tailored to serve [the] legitimate union interest.”

General Counsel respectfully asserts that under the Board authority cited *infra*, balancing test analysis is inapplicable to the type of employment-related sanctions at

issue because Respondent cannot legitimately refuse to refer registrants for work until they pay their Union imposed attendance fines.

D. Respondent's attendance rule is facially unlawful in violation of Section 8(b)(1)(A) of the Act because it restrains and coerces employees in the exercise of the rights guaranteed in Section 7 of the Act.

As noted above, when a union operating an exclusive hiring hall prevents an employee from being hired or causes an employee's discharge, the effect of the union's action is to unlawfully encourage union membership because the union is essentially putting all users of the hiring hall on notice that it has power over their livelihoods.

*Stage Employees IATSE Local 720 (AVW Audio Visual)*, supra, at 2. While that presumption may be rebutted where the union's action was pursuant to a lawful union security clause or was necessary to the effective performance of its representative function, the Board has consistently held that a union may not refuse to refer an employee for employment to enforce the collection of a fine and/or assessment. *ILWU, Local 13*, supra at 1385 (union violated Section 8(b)(1)(A) by refusing to dispatch member for failing to pay fines and assessments); *Fisher Theater*, supra, at 691-92, (union unlawfully refused to refer members for failure to pay union fines imposed for violation of union's no-bumping policy).

Respondent argues that because Utah and Idaho are right-to-work states, its attendance rule cannot be found to unlawfully encourage union membership. General Counsel considers two lines of cases to be instructive in response to Respondent's assertion. *Elevator Constructors Local 8 (San Francisco Elevator)*, 243 NLRB 53 (1979), enfd. 665 F.2d 376 (D.C. Cir. 1981), stands for the proposition that the mere maintenance of a provision unconditionally requiring the payment of fines and

assessments before dues, in conjunction with a collective-bargaining agreement containing a union-security clause, violates Section 8(b)(1)(A) of the Act because it constitutes an implicit threat to the employment status of an employee who has not paid the fine or an assessment.

In *Teamsters Union Local 287 (Airborne Express)*, 307 NLRB 980 (1992), the Board held that the fact that the union never enforced the provision requiring payment of fines before dues does not excuse the violation, mere maintenance of the rule was sufficient to establish a violation. In *Plumbers Local 631 (Brinderson-Newberg)*, 297 NLRB 267 (1989), the Board, in a stipulated record case, found this same provision was unlawfully maintained even though the charging party was working in a non-union security clause setting. The Board stated:

We adhere to the ruling in *San Francisco Elevator* and find that the identical form of coercion exists in the present case for all members of either Local 44 or Local 631 who are employed under the collective-bargaining agreements that, as stipulated, contain union-security clauses. Because Schmidt did not, during the period covered by the stipulation, work under an agreement containing such a clause, the threat as to him is more remote, operating only insofar as Schmidt might fear that his next referral could place him under an agreement with a union-security obligation, making it imperative that he pay any fines in advance of the onset of the dues obligation to protect his job. But Schmidt's role as the Charging Party is in no way impaired by the possibility that he is not himself within the class of coerced employees, because any person may file a charge.

While the *San Francisco Elevator* line of cases deals with a union-security clause setting, which Respondent argues differentiates those cases from its hiring hall attendance rule because it cannot lawfully enforce a union security clause, General Counsel asserts that this line of cases supports its contention that “mere maintenance” of a chilling rule by a union can constitute a *per se* violation of the Act.

The second line of cases that General Counsel considers to be instructive is the *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998) line of cases dealing with employer rules. The analytical framework for determining whether the maintenance of a work rule violates Section 8(a)(1) was set forth in *Lutheran Heritage Village-Livonia*, 343 NLRB 646 (2004):

[A]n employer violates Section 8(a)(1) when it maintains a work rule that reasonably tends to chill employees in the exercise of their Section 7 rights. *Lafayette Park Hotel*, 326 NLRB 824, 825 (1998). In determining whether a challenged rule is unlawful, the Board must, however, give the rule a reasonable reading. It must refrain from reading particular phrases in isolation, and it must not presume improper interference with employee rights. *Id.* at 825, 827. Consistent with the foregoing, our inquiry into whether the maintenance of a challenged rule is unlawful begins with the issue of whether the rule explicitly restricts activities protected by Section 7. If it does, we will find the rule unlawful.

If the rule does not explicitly restrict activity protected by Section 7, the violation is dependent upon a showing of one of the following: (1) employees would reasonably construe the language to prohibit Section 7 activity; (2) the rule was promulgated in response to union activity; or (3) the rule has been applied to restrict the exercise of Section 7 rights.

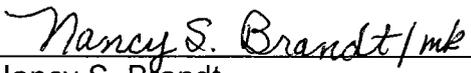
General Counsel contends that Respondent's attendance rule is *per se* unlawful because the rule "reasonably tends to chill employees in the exercise of their Section 7 rights," just as employer rules with a similarly chilling effect are found to be unlawful.

Finally, General Counsel submits that under either *per se* analysis or under the rebuttable presumption or balancing test analysis urged by Respondent, Respondent cannot rebut the fact that the effect of the maintenance of this rule is to unlawfully encourage union membership. The rule, as written, allows Respondent to display its power over the livelihoods of all the hiring hall users by conditioning future referrals on payment of assessments to Respondent.

## CONCLUSION

For the reasons stated, Counsel for the General Counsel submits that because Respondent's rule effectively denies employment to employees, not for failing to show up for work on time or at all, but rather for failing to pay an assessment or fine to the Union, Respondent is unlawfully maintaining an employment-related sanction in violation of Section 8(b)(1)(A), as alleged. Accordingly, General Counsel respectfully requests that the Board order the Respondent to cease and desist from its unfair labor practices and to take appropriate affirmative action including, but not limited to, rescinding or modifying Respondent's unlawful rule.

Respectfully submitted to the Board May 21, 2014.



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UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 27

CERTIFICATE OF SERVICE

I, hereby certify that a copy of the **Counsel For The General Counsel's Brief To The National Labor Relations Board**, together with this Certificate of Service, was E-Filed or E-Mailed, as indicated below, to the following parties on **May 21, 2014**.

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May 21, 2014

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