

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

THE BOEING COMPANY

and

**SOCIETY OF PROFESSIONAL ENGINEERING EMPLOYEES IN AEROSPACE,
affiliated with INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL
ENGINEERS, LOCAL 2001**

Cases: 19-CA-093656

CHARGING PARTY'S BRIEF IN SUPPORT OF CROSS EXCEPTIONS

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Society of Professional Engineering Employees in Aerospace, IFPTE, Local 2001 (Charging Party or SPEEA) hereby files this brief in support of its cross exceptions in the above-captioned matter.

STATEMENT OF THE CASE

SPEEA believes that the Administrative Law Judge was almost entirely correct in his findings and conclusions as shown in detail in its brief in opposition to Respondent's exceptions. However, the ALJ made one error in his findings of fact, three errors in his conclusions of law and one when it came to fashioning the recommended remedy. All errors appear to have been inadvertent based on the other language of the Decision.

QUESTIONS INVOLVED

The questions involved in this matter are:

1. Did the ALJ inadvertently omit a reference to a particular paragraph of the September 11, 2013 information request from his list of those he found to be relevant even though not presumptively relevant?
2. Did the ALJ inadvertently mis-describe the bargaining units covered by the negotiations in his Conclusions of Law?
3. Did the ALJ inadvertently fail to include the entirety of both bargaining units in his Order?

ARGUMENT

When the ALJ listed the parts of the requests that were not presumptively relevant, but found to be relevant, he did not list paragraph 2b) of the September 11, 2013 request. ALJD 9:2-4. However, the ALJ then discussed paragraph 2b) of that request on page 9 when discussing the relevance of the other requests that were not presumptively relevant and found that it was

relevant. ALJD 9:19-24. The reference to data about the premium in this discuss implicitly refers to paragraph 2b). Thus, it appears that the ALJ inadvertently left paragraph 2b) of the September 11 request out of the list earlier on the page. The Board should correct this inadvertent error.

The negotiations that led to this charge were for both the professional and technical contracts between SPEEA and Boeing. Tr. 53:17-21. The recognition language is found in Article 1 of each contract. GC Ex. 2, p. 1; GC Ex 3, p. 1-2. Each contract covers several geographic areas. *Id.* However, in his unit description for the professional contract, the ALJ omitted the reference to Article 1 (like he included in his description of the unit for the technical contract) and listed only the employees working in the states of Washington and Oregon. He failed to list the other areas covered by the contract, *to wit*, Edwards Air Force Base California, Palmdale, California, Weber and Davis County, Utah, and Boeing Atlantic Test Center, Florida. Similarly, in his description of the technical unit he included only Washington and Oregon employees and left out those employed at the Inertial Upper Stage program at Cape Canaveral Air Force Station, Florida. These apparently inadvertent errors should be corrected.

Finally, notwithstanding his (incomplete) listing of both Washington and Oregon in his unit descriptions, in his Order the ALJ only required posting in Seattle, Washington. ALJD 15:9-10. The appropriate remedy in such a case has to be co-extensive with the scope of the units under negotiation. *E. g.*, *Armored Transp. of Cal., Inc.*, 288 NLRB 574, 580 (1988)(two locations referenced in bargaining unit description and posting was in both.) Thus, the Order concerning the posting (and email distribution) should be modified to include all areas and employees covered by Article 1 in both the professional and technical contracts.

In all other aspects, the Decision of the ALJ should be adopted.

Dated this 10th day of October, 2014.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that true and correct copies of the **CHARGING PARTY'S BRIEF IN SUPPORT OF CROSS EXCEPTIONS** was served upon the parties via Electronic Mail, this 10th day of October, 2014, properly addressed to the following:

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