

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

JEFF MACTAGGART MASONRY, INC.,)	
d/b/a JM2)	Cases 14-CA-138748
)	14-CA-143817
and)	18-CA-135993
)	
INTERNATIONAL UNION OF)	
BRICKLAYERS AND ALLIED)	EXCEPTIONS OF RESPONDENT JEFF
CRAFTWORKERS, LOCAL 15 MO-KS-NE)	MACTAGGART MASONRY, INC. TO THE
)	DECISION OF THE ADMINISTRATIVE
and)	LAW JUDGE
)	
INTERNATIONAL UNION OF)	
BRICKLAYERS AND ALLIED)	
CRAFTWORKERS LOCAL 3 IOWA)	

In accordance with Section 102.46 of the Rules and Regulations of the National Labor Relations Board (“NLRB” or “Board”), 29 C.F.R. 102.46, Respondent Jeff MacTaggart Masonry, Inc. (“JM2”) files the following Exceptions to Administrative Law Judge Arthur J. Amchan’s Decision (“ALJD”) in the captioned case:

1. The Administrative Law Judge (“ALJ”) erroneously found that the Respondent did not contradict Marvin Monge’s testimony on any material issue. (ALJD at p. 7, n. 8).
2. The ALJ erroneously failed to find that Scott Fangman questioned Monge about why Monge had not called Fangman about returning to work. Tr. 385; GC Exh. 30.
3. The ALJ erroneously concluded that Fangman decided to fire Monge after learning of his presence at a job action at 9th and Jones in Omaha. (ALJD at 7, n. 8).

4. The ALJ erroneously found that Respondent conceded in its brief at page 35 that Fangman did not consider that Monge had submitted a resignation letter until his second conversation with Monge on the afternoon of August 19. (ALJD at 7, n. 8).

5. The ALJ erroneously found that George Owen immediately made a call on his cell phone relating to Monge's participation in a job action on August 19. (ALJD at 7, n. 8).

6. The ALJ erroneously found that Isaac Otdoerfer contradicted Monge only on a "tangential issue." (ALJD at 7, n. 8).

7. The ALJ erroneously failed to credit the testimony of Otdoerfer at Tr. 118-19. (ALJD at 7, n. 8).

8. The ALJ erroneously failed to credit any of Respondent's testimony that Monge's inconsistent reasons for taking leave were the reasons that he was discharged. (ALJD at 7, n. 8).

9. The ALJ erroneously concluded that Monge was fired as a result of being seen at a union job action on August 19. (ALJD at 8, n. 8; at 9, lines 6-10).

10. The ALJ erroneously found that Otdoerfer hired Monge on August 21, 2014 to work as a bricklayer the next week. (ALJD at 8, lines 8-9).

11. The ALJ erroneously inferred that Fangman told Otdoerfer that he had fired Monge. (ALJD at 8, lines 12-14).

12. The ALJ erroneously held that Otdoerfer fired Monge in whole or in part because of Monge's participation in the job action on August 19. (ALJD at 8, lines 19-20; at 9, lines 10-11).

13. The ALJ erroneously concluded that Respondent conceded at page 26 of its brief that the General Counsel met its burden under *FES*, 331 NLRB 9 (2000), supplemented 333 NLRB 66 (2001), *enfd.* 301 F.3d 83 (3d Cir. 2002). (ALJD at 8, lines 40-41).

14. The ALJ erroneously held that anti-union animus was the principal reason that Jared Skaff, Earnest Adame and Francis Jacobberger were not hired. (ALJD at 9, lines 1-2).

15. The ALJ erroneously failed to find that Respondent refused to hire Skaff, Adame and Jacobberger because of their poor job qualifications.

16. The ALJ erroneously held that the General Counsel met its burden of proof that Jacobberger, Skaff and Adame were genuinely seeking an employment relationship with JM2. (ALJD at 10, lines 9-39, n.11; at 11, lines 1-2).

17. The ALJ erroneously did not credit Jeff MacTaggart's testimony as to why he did not hire Skaff solely on the basis that no documentation was presented to support the testimony. (ALJD at 10, lines 23-25).

18. The ALJ erroneously held that Section 8(b)(7)(C) of the Act does not have any relevance to this case. (ALJD at 11, lines 44-45).

19. The ALJ erroneously held that Respondent violated Section 8(a)(3) and (1) by refusing to consider Jacobberger, Skaff and Adame for employment and refusing to hire them in July 2014. (ALJD at 13, lines 11-13).

20. The ALJ erroneously held that Respondent violated Section 8(a)(3) and (1) in discharging Monge on August 19, 2014 and refusing to rehire him or discharging him on August 25, 2014. (ALJD at 13, lines 15-16).

Respectfully submitted,



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CERTIFICATE OF SERVICE

I certify that a true copy of this document was served upon the individuals listed below via email at the email address shown below on June 3, 2015.

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