

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

PAE AVIATION AND TECHNICAL SERVICES LLC

and

**Case Nos. 28–CA–170401
28–CA–175936**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LOCAL LODGE 2949, AFL–CIO**

Kristin White, Esq., for the General Counsel.

Jeffrey Toppel, Esq., *Jackson Lewis, P.C.*, for the Respondent.

DECISION

Statement of the Case

JOEL P. BIBLOWITZ, Administrative Law Judge. This case was heard by me in Tucson, Arizona on August 30, 2016¹. The complaint, which issued on July 1, 2016, was based upon unfair labor practice charges as well as first and second amended charges that were filed by International Association of Machinists and Aerospace Workers, Local Lodge 2949, AFL–CIO, herein called the Union, between February 24 and June 21. The Union is the collective-bargaining representative for the following employees of PAE Aviation and Technical Services LLC, herein the Respondent: “All full-time aircraft maintenance and avionic technicians located at Davis-Monthan Air Force Base, Arizona; excluding all office clerk employees, professional employees, managerial employees, guards and supervisors as defined in the Act,” and the Union and the Respondent are parties to a collective-bargaining agreement effective from July 2, 2015 to July 29, 2018. The complaint alleges that the Respondent violated Section 8(a)(1) of the Act by engaging in the following conduct: maintaining two overly-broad and discriminatory rules in its Disciplinary Process and threatening employees with discipline, including termination, if they violated the rules; on about February 10, by Stephen Woolley, its Quality Control Supervisor, denied the request of employee David Rosenberger to be represented by the Union during an interview even though Rosenberger had reasonable cause to believe that the interview would result in disciplinary action being taken against him, and Woolley continued the interview after denying Rosenberger’s request to have a union representative present; on about February 11 Respondent, by William Phillips, its site manager, threatened employees by informing them that it would be futile for them to invoke their *Weingarten* rights; and by unreasonably delaying, and failing to provide the Union with information that it requested since on about April 14, information that was relevant to the Union as the collective-bargaining representative of certain of the Respondent’s employees, in violation of Section 8(a)(1)&(5) of the Act.

I. JURISDICTION AND LABOR ORGANIZATION STATUS

Respondent admits, and I find, that it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act and that the Union has been a labor organization within the meaning of Section 2(5) of the Act.

¹ Unless indicated otherwise, all dates referred to herein relate to the year 2016.

II. FACTS AND ANALYSIS

A. Disciplinary Rule Allegations

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It is alleged that the following rules maintained by the Respondent since about November 11 are overly broad and discriminatory, and violate Section 8(a)(1) of the Act:

Disciplinary Rule Violation

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* * *

12. Inability or unwillingness to work harmoniously with others. Conduct which demonstrates a lack of desire or ability to work in the spirit of harmony or cooperation with the efforts of coworkers, customers, subordinates, or superiors, including unlawful discriminatory behavior of any type.

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* * *

19. Failure or refusal to cooperate with or interfering in a Company investigation.

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It is further alleged that since November 11 the Respondent has threatened its employees with discipline if they violate these rules.

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Respondent has a contract with the Department of Homeland Security to provide aircraft maintenance for aircraft of the Customs and Border Protection Agency that patrols the border between the United States and Mexico. These rules and others, not alleged, have been in effect since October 10, 2014, and are distributed to all employees. Donald Smith, Director of Human Resources and Labor Relations for the Respondent, testified that its disciplinary rules are necessary because the Respondent, as a government contractor, is subject to “many regulations.” As regards Rule 19, that is important because “we fall under a lot of guidelines. . . and it’s very important that if somebody makes a complaint against us, that we investigate that thoroughly. . . and there’s an expectation that our employees participate in that investigation.”

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In determining whether these provisions violate the Act, I initially look to *Lutheran Heritage Village- Livonia*, 343 NLRB 646 (2004). Under that test, the initial inquiry is whether the rule at issue explicitly restricts activities that are protected by Section 7 of the Act; if so, it is unlawful. If not, a finding of a violation is dependent upon a showing of one of the following: employees would reasonably construe the rule to prohibit protected activity, or the rule has been applied to restrict the exercise of that activity. As Rule 12 does not explicitly restrict Section 7 rights, and as there is no evidence that the rule has been applied to restrict the exercise of those rights, the test is whether employees would reasonably construe it to prohibit protected activity. I believe they would. Right on point is *2 Sisters Food Group, Inc.*, 357 NLRB 1816, 1817 (2011), where the rule subjected employees to discipline for the “inability or unwillingness to work harmoniously with other employees,” without clearly defining what it means to “work harmoniously.” In finding that this rule violated Section 8(a)(1) of the Act, the Board stated:

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In these circumstances, we agree with the judge that the Respondent’s rule was sufficiently imprecise that it could encompass any disagreement or conflict among employees, including those related to discussions and interactions protected by Section 7, and that employees would reasonably construe the rule to prohibit such activity.

Similarly, the Board found in *William Beaumont Hospital*, 363 NLRB No. 162 (2016), that the introductory paragraph to the rules which restricts “conduct . . . that impedes harmonious interactions and relationships” to be overbroad. The same is true in this situation, and I find that Rule 12 violates Section 8(a)(1) of the Act. Counsel for the Respondent in his brief cites *Copper River*, 360 NLRB No. 60 (2014), for the proposition that Rule 12 is lawful. However, I find that these cases are distinguishable in that the challenged rule in *Copper River*, by referring to “insubordination” is more specific than Paragraph 12 and is not “imprecise” and subject to varying interpretations as is Rule 12. For example, if employees disagree over whether to support a union or to engage in concerted activities that could conceivably be considered as violating Rule 12. Further, *Copper River* is a restaurant and the rule refers to the impact the action would have on its guests, obviously, not applicable in this matter.

Rule 19 is not as obvious. It requires the employees to cooperate and not interfere with company investigations. As it does not explicitly restrict Section 7 rights, the question is whether employees would reasonably construe this rule to restrict their Section 7 rights. As the Board stated in *Ingram Book Co.*, 315 NLRB 515, 516, fn. 2 (1994): “rank and file employees do not generally carry law books to work or apply legal analysis to company rules as do lawyers, and cannot be expected to have the expertise to examine company rules from a legal standpoint.” I find that employees could reasonably construe this provision to restrict their *Weingarten* rights to demand to have a representative present during an investigation and their right to band together with other employees to engage in protected concerted activity by refusing to participate in what they consider a biased or unfair investigation. I therefore find that Rule 19 also violates Section 8(a)(1) of the Act. Although I have found that these rules violate the Act, as no evidence was adduced that any employee was threatened with termination, including discipline, for violating these rules, I recommend that this allegation be dismissed.

B. Weingarten Allegations

It is alleged that by questioning Rosenberger, who is no longer employed by the Respondent, at his workstation on February 10, and by not permitting him to have a union representative present to represent him, Respondent, by Woolley, violated Section 8(a)(1) of the Act. This involved an allegation that Rosenberger was sleeping while at work on February 1. On February 4, Rosenberger received a call from Phillips saying that he wanted to see him in his office that morning. He immediately went to Phillips’ office and when he got there, Phillips was there with Ray Donahue, the Director of Maintenance for the Respondent, Manny Corona, acting supervisor replacing Woolley who was out that day, and Michael Jackson, the Union’s business representative. Rosenberger testified that Phillips said that he was being charged with sleeping on the job and that he needed a statement from him. Jackson asked what the charges were and Phillips said that he was observed sleeping on the job on February 1. Jackson asked why he waited so long and Phillips said that pursuant to the contract, he had 7 days to file charges. Rosenberger asked for more particulars about the charge and Phillips said that several witnesses saw him sleeping that Monday morning. Rosenberger explained that he had only been on that overnight shift for a few weeks and that it was a very busy evening and that he missed his lunch and his breaks that evening because of the workload. Jackson then said that they would give him a statement at a later time and the meeting ended. A few minutes later Rosenberger wrote a statement about the events of February 1 and gave it to Jackson, who read it and gave it to Phillips². On February 8 Rosenberger was again called into Phillips’ office

² Rosenberger’s statement states that he does not recall falling asleep that night although he “struggled” with the change to the overnight shift. He also stated that if he was sleeping, “which I am uncertain,” that it was for only “momentary.”

and, in addition to Phillips, Jackson and Donahue were present. Phillips told him that he was found guilty of sleeping at work and that three supervisors saw him sleeping while at work on February 1 and he asked if he would admit it, and he said that he would not admit it. Phillips asked him to sign the disciplinary form and Jackson told him that he didn't have to sign it and he refused to sign it.

Phillips testified that at the February 4 meeting he told Rosenberger that on the basis of statements from several coworkers who observed him sleeping on the job on February 1, they determined that he had violated company policy by sleeping on the job and that he needed a statement from him. As a result of this incident, Rosenberger was given an "Employee General Counsel Form." At the top, it states: "This form is for documenting informal discussions with an employee. It is not considered a formal step of progressive discipline. It may be attached to formal disciplinary action as additional documentation." After reciting the facts of the meetings with Rosenberger and Jackson, it states:

Summary of Counseling Given: This action is a violation of #29, Table "A" Violations and Recommended Progressive Steps in PAE Policy #314 Disciplinary Process. Item 29 of policy 314 states that sleeping while on duty is an infraction. The policy states that this infraction, dependent upon severity of violation, may include discipline up to and including termination. Sleeping while on duty is unacceptable and must be halted immediately.

Woolley testified that this letter is not considered to be discipline, rather it is referred to as a "written verbal," which means that the action was unacceptable, needs to be changed and if it continues, it could lead to discipline.

The *Weingarten* allegation of the complaint relates to a conversation between Woolley and Rosenberger at Rosenberger's work location early in the morning of February 10. Rosenberger testified that on February 10, at about 4:30 a.m., while he was at his desk working, Woolley came to his cubicle wearing a heavy overcoat and said, "Dave, I need to speak to you in my office, man to man, one on one, no witnesses." Rosenberger replied that it was not a good idea without union representation and Woolley repeated what he had said and Rosenberger said that he was not going to Woolley's office without union representation. Woolley again repeated his request, but "with more volume and more integrity" and Rosenberger answered, "Not a chance." Woolley turned around as if he were leaving, slammed the door, and returned and took an office chair "and pulled it up to the edge of my cubicle and sat down" about 3 feet from Rosenberger and "was blocking my exit from my office. . . Mr. Woolley had a red face, his voice was shaking with anger and he had his fist clenched" Woolley then said: "Dave, what is it going to take to be a part of the team? I need you to confess that you were sleeping on the job, man up to this, own it, so that we can move on." He responded that he was very busy that night, was on his lunchbreak because he missed all his breaks and lunch and said that Jesse Brown, one of his accusers, sleeps several times a week at his desk during his lunchbreak. Woolley said that he knows that Rosenberger sleeps on the job and everybody knows it and Rosenberger responded what about Brown, and Woolley said that he never saw him sleeping on the job. Rosenberger then said, what about Mr. Nichols, who spends quite a bit of time on the internet and takes numerous personal calls and Woolley said that Nichols was not the issue. He also said that he needed to confess what he did and that he only received a written counseling and was blowing it out of proportion and Rosenberger said that he wanted the charges dropped because they were unjust. At about 5 a.m. employee Michael McGuire walked into the office and asked Rosenberger if he could come out for an inspection, and Woolley said that they would address it later on and McGuire left the office. The conversation continued in the same vein with Woolley telling him that he should confess to sleeping on the

job and that he should “man up” so that they could continue to move forward. Another employee walked into the office at about 6:10, saw Woolley and turned around and left. At about 6:45 another employee walked in, saw that Woolley was sitting in his chair and walked out. Shortly before 7 a.m., Woolley stood up and said, “Dave, I’m sick and tired of dealing with you and I could spit” and walked out of the office. He testified that during this discussion, Woolley asked him to confess between ten and fifteen times. On the following evening Rosenberger sent a text message to Stephanie Karelis, shop steward for the Union, and said that he wanted to tell her about his meeting with Woolley “in case he comes back tonight with a firearm and gets a clean shot at me.”

Woolley testified that while his shift begins at 7 a.m. he went to speak to Rosenberger in his office between 5:00 and 5:30. The reason for the meeting was “to clear the air.” He heard that Rosenberger was intentionally not following his orders and he wanted him to be able to discuss his attitude and “vent” and talk about his feelings toward him. On that morning he was wearing a company windbreaker; he does not have an overcoat. When he walked into Rosenberger’s office he said that he wanted to speak to him in his office and Rosenberger said that he wanted a union representative present. He then said: “Dave, you’re not in trouble. Nothing here is going to lead to disciplinary action. I want to talk to you man to man to try to clear the air,” and that anything said between them would go no further. Rosenberger said that he wanted witnesses because he was worried that something might happen if they were alone, that he was worried that Woolley was going to attack him. At the beginning of the meeting Rosenberger seemed agitated, but by the conclusion of the meeting he had calmed down. During this conversation he sat in a chair by a desk about 6 to 8 feet from him with “more than enough room for him to leave the cubicle.” He told Rosenberger that they both knew that he was lying in what he wrote about the February 1 incident and Rosenberger admitted that he did lie in his written statement to the company. He testified that he does not believe that he told him to admit that he was sleeping on the job because he saw him sleeping. On February 12, the Union filed a grievance alleging that at this meeting, Woolley “badgered” Rosenberger for 2 hours, in violation of the contract.

Stephanie Karelis, union shop steward, testified that early in the morning of February 11 she received a text message from Rosenberger stating that Woolley attempted to have a one-on-one meeting with him and he asked for a shop steward and Woolley became hostile and aggressive toward him. She told him that she would discuss the incident with Phillips and at about 7:00, she and Rosenberger went to Phillips office. Rosenberger began by telling Phillips about the incident and Phillips interrupted him and said, “wait a minute. My supervisors can have meetings or conversations with employees without shopping for a shop steward if one is asked for.” She responded that if employees choose to exercise their *Weingarten* rights, the supervisor should honor that request. Phillips then said that he doesn’t abide by the *Weingarten* rights, but he follows the CBA³, and repeated that supervisors can have one-on-one conversations with employees without the presence of shop stewards even if they are requested. Phillips testified that he told Karelis that the *Weingarten* rights are fine, but they also go by the CBA. He never told her that they only go by the CBA. Karelis responded that they were denying Rosenberger’s *Weingarten* rights, which he denied and said, “We go by the CBA.”

³ The contract between the parties states: “In all cases where an employee is being discharged, suspended or will be receiving a written warning notice, or written reprimand, the employee shall be advised of his or her right to union representation and have a union steward present.”

The initial allegation is that Respondent, by Woolley, denied Rosenberger his *Weingarten* rights at the early morning meeting on February 11. In *NLRB v. J. Weingarten*, 420 U.S. 251 (1975), the Court found that Section 7 of the Act creates a statutory right for an employee to refuse to participate in an investigatory interview with the employer, without union representation, when he/she reasonably fears that the meeting may result in disciplinary action being taken. These “reasonable fears” are to be measured by objective standards considering all of the facts of the case. In *Consolidated Edison Co.*, 323 NLRB 910 (1997), the Board stated: “it is no answer to this allegation of a *Weingarten* violation that the Respondent’s supervisors were only engaged in fact finding, or that they had no intention of imposing discipline” From my observation of the witnesses, and carefully reading their testimony, I credit Woolley’s testimony over Rosenberger as I found his testimony reasonable and thoughtful, while I found Rosenberger’s testimony exaggerated and not believable. Having done so, I find that after denying Rosenberger’s request to have a witness present at the meeting, he told him that their discussion would not lead to discipline and that he wanted to have a one-on-one to clear the air to straighten out any problems that existed between them. More importantly, Rosenberger should have clearly understood that the meeting would not result in disciplinary action being taken against him because he had already received the “written verbal” on February 4 for his actions on February 1 and there is no credible evidence that the February 10 meeting could have resulted in any further “discipline.” Counsel for the General Counsel, in her brief, cites *Bentley University*, 361 NLRB No. 125 (2014), for the proposition that Rosenberger could reasonably believe that the interview might result in discipline. However, that case is distinguishable because the employee in that case had not previously been disciplined and could reasonably believe that it would occur at the following meeting. I therefore recommend that this allegation be dismissed. *NV Energy, Inc.*, 355 NLRB 41 (2010).

The remaining *Weingarten* allegation is that on the following day, February 11, the Respondent, by Phillips, threatened Karelis that it would be futile for employees to invoke their *Weingarten* rights in violation of Section 8(a)(1) of the Act. Although Phillips was a credible witness on other subjects, I found his testimony on the subject of his February 11 conversation with Karelis to be somewhat evasive. More importantly, I found Karelis to be a totally credible witness and credit her testimony that Phillips told her that his supervisors could have conversations with employees without shopping for a supervisor, even if one is asked for, and that he follows the CBA rather than *Weingarten*. Although it is true that the contract permits employees to have a union representative present when they are receiving discipline, that is not coextensive with *Weingarten* rights where they are allowed a representative if they could reasonably fear discipline. I therefore find that Phillips’ statements violate Section 8(a)(1) of the Act.

C. Information Requests Allegations

The complaint alleges that since about February 11, the Union requested that the Respondent furnish the Union with a list of all QC’s assigned duties and tasks and since April 14, the Union requested that Respondent furnish the Union with four samples of at least five employees tool inventory control sheets on a swing shift from January 2016 to April 2016. It is further alleged that the information requested is necessary for, and relevant to, the Union as the bargaining representative of these employees and that the Respondent delayed in furnishing the requested QC information from February 11 to May 25, and failed to furnish the Union with the requested tool inventory control sheets, in violation of Section 8(a)(1)(5) of the Act.

The Union filed a grievance over the counseling that Rosenberger received for sleeping on the job on February 1. On February 11, the Union sent the Respondent the following information request:

The Union requests the following information for purposes of processing the grievance for the general counseling for Dave Rosenberger. Please provide this information within 14 calendar days.

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1. Provide the information and statements that was turned into company.

2. Provide a copy of all disciplines Dave has received.

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3. Provide copy of Company policies that address circadian rhythm and fatigue.

4. Provide a copy of violation #29 Table "A" and PAE Policy # 314.

5. Provide a copy of training referencing long term and short term fatigue.

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6. Provide a copy of employees start and stop time.

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7. A supervisor noticed Dave with his eyes closed making snoring sounds. Supervisor did not take the time to make sure that Dave was ok and talk to him at the time of the incident. The supervisor left an employee in an altered state of conscience atone in a chair. Provide a copy of company safety policy in reference making on the spot safety corrections.

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8. Provide a copy of Dave's statement that he was forced to fill out on the day he found out about the investigation 5 days after the incident and 30 minutes prior to him going home.

9. Provide QC department lunch and break time schedule as allotted in the CBA.

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10. Has QC supervision or VVTU site management allowed QCs to sleep during their lunch or break times in the office?

11. Provide a list of all of QCs assigned duties and task.

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Phillips testified that he conferred with Respondent's operations manager in responding to this information request and they concluded that Request 11 was not relevant. Employees (and Rosenberger on the night in question) have different duties day to day and a listing of all QC assigned duties and tasks would not necessarily correlate with what he was doing on February 1. In addition, QC's job description is on the Respondent's library, accessible to all employees.

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Therefore, while answering Requests 1-10, he wrote "Not Relevant" for Request 11. Union Representative Steve Nichols wrote to Phillips on May 23, again requesting a response to Request 11, stating that the Union believes that it is relevant to the discipline given to Rosenberger. On May 25, Phillips responded, stating: "See attached and below for the information you requested per Item #11." He testified that after consulting again with the

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operations manager, he "pulled it up off the library and provided it as requested."

The remaining information request concerns employee Christopher Mertes, who was disciplined in April 2016, for losing one of the Respondent's tools. The Union grieved the discipline on April 8, and on April 14 made the following request:

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The Union requests the following information for purposes of grievance investigation. Please provide this information no later than 4/18/16.

1. Provide 4 samples of at least 5 employees’ tool inventory control sheets on swing shift from January 2016 to April 2016.

5 2. Provide written statements of interview supervisor John Kautz gave to employee Chris Mertes when he asked him to write a statement covering the matter at hand.

3. Provide documentation that allows site management to deviate from tool policy memo sent by Fred Janneck.

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On April 18 Phillips responded to items 2 and 3 with attachments, but for item 1, he wrote: “Not relevant to this employee’s inventory. All inventories are separate per jobs, inspections & the day’s events. Each are specific in nature.” He testified that he didn’t believe that it was relevant because each employee is required to do a tool inventory before each shift, after each job and at the end of the shift. He attached Mertes’ Tool Control and Inventory Record to his response to the information request. However, he also testified that he gave this requested information to his Operations Manager, David Harvey, who “was going to provide it to the Union rep” although he does not know if it was given to the Union. Karelis testified that different tools are used depending upon the aircraft that they are working on. Raymond Donahue, Respondent’s maintenance manager at the facility, testified that he believes that the response to item 1 was provided to the Union within a day or two.

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Section 8(a)(5) requires an employer to furnish the Union representing its employees with information that is relevant to the union in the performance of its bargaining responsibilities. *Detroit Edison Co. v. NLRB*, 440 U.S. 301, 303 (1979), and information about terms and conditions of employment of bargaining unit employees is presumptively relevant and must be produced. It is well established that an employer must provide a union with requested information “if there is a probability that such data is relevant and will be of use to the union in fulfilling its statutory duties and responsibilities as the employees’ exclusive bargaining representative.” *Associated General Contractors of California*, 242 NLRB 891, 893 (1979), enfd 633 F.2d 766 (9th Cir. 1980).

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Pursuant to these cases I find that item 11 in the February 11 request and item 1 in the April 14 request are not relevant to the Union’s grievances. Rosenberger was disciplined for sleeping on the job on February 1. What the QC assigned duties were, has no relevance to this “discipline” and grievance and it would have no relevance to the ultimate issue of whether he was sleeping during working hours. I also fail to see what relevance item 1 of the April 14 request had to the discipline that Mertes was given for losing a tool. Four samples of five employees’ tool inventory control sheets would have no relevance to whether he had actually lost a tool. If the request asked for a listing of the tools that he had at the beginning of the shift and the tools that he turned in at the conclusion of the shift, that would be relevant, and the Respondent provided the Union with his tool sheets for March 26. I therefore recommend that the allegations that the Respondent violated Section 8(a)(1)(5) of the Act by delaying and refusing to furnish the Union with requested relevant information be dismissed.

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CONCLUSIONS OF LAW

1. The Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

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2. The Union has been a labor organization within the meaning of Section 2(5) of the Act.

3. By maintaining Disciplinary Rules 12 and 19, which I find are overly broad and discriminatory, Respondent violated Section 8(a)(1) of the Act.

5 4. By saying that the Respondent follows its contract with the Union, rather than the Board's *Weingarten* rule, the Respondent violated Section 8(a)(1) of the Act.

5. The Respondent did not violate the Act as further alleged in the complaint.

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THE REMEDY

Having found that the Respondent has violated the Act, I recommend that it cease and desist from engaging in these activities and that it post a notice to employees to that effect. In addition, as I have found Rules 12 and 19 to be overly broad and unlawful, I recommend that
15 the Respondent be required to rescind these provisions and notify all of its employees, nationwide, that it has done so and that these two Disciplinary Rules are no longer in effect.

Upon the foregoing findings of fact, conclusions of law and the entire record, I hereby issue the following recommended⁴

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ORDER

The Respondent, PAE Aviation and Technical Services LLC, its officers, agents, successors and assigns, shall

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1. Cease and desist from

(a) Maintaining overly broad and discriminatory disciplinary rules for its employees.

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(b) Telling employees that it does not follow the Board's *Weingarten* rights.

(c) In any like or related manner, interfere with, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Furnish employees, nationwide, with a revised list of its Disciplinary Rules, removing Rules 12 and 19, and similarly removing these Disciplinary Rules from its intranet to reflect that Rules 12 and 19 have been deleted.

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⁴ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all
50 purposes.

(b) Within 14 days after service by the Region, post at its facility at the Davis-Monthan Air Force Base, copies of the attached notice marked "Appendix."⁵ Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 11, 2015.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

(d) **IT IS FURTHER ORDERED** that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. October 19, 2016



Joel P. Biblowitz
Administrative Law Judge

⁵ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join, or assist a union
- Choose representatives to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities

WE WILL NOT maintain overly broad or discriminatory disciplinary rules that unlawfully restrict your rights guaranteed by the Act.

WE WILL NOT threaten you that we follow our contract rather than the Board's *Weingarten* rule.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of your rights guaranteed by Section 7 of the Act.

WE WILL, within 14 days, rescind Rules 12 and 19 of our Disciplinary Rules, and WE WILL notify our employees, nationwide, that this has been done.

**PAE AVIATION AND TECHNICAL SERVICES LLC
(Employer)**

Dated _____ **By** _____
Representative **Title**

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

2600 North Central Avenue, Suite 1800
Phoenix, Arizona 85004-3099
Hours: 8:15 a.m. to 4:45 p.m.
602-640-2160.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/28-CA-170401 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 602-640-2146.