

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 01**

READYJET, INC.

and

32 BJ SEIU NEW ENGLAND 615

Cases 01-CA-132326  
01-CA-140878  
01-CA-155263  
01-CA-159503  
01-CA-159509

**COUNSEL FOR THE GENERAL COUNSEL'S BRIEF IN PARTIAL SUPPORT OF  
THE ADMINISTRATIVE LAW JUDGE'S DECISION**

**Respectfully Submitted By:**

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## **I. STATEMENT OF THE CASE**

### **A. Overview**

Counsel for the General Counsel endorses the Administrative Law Judge's careful examination of the record evidence and application of established Board law to the facts of this case. The credibility determinations of the Administrative Law Judge are well-founded, and the Counsel for the General Counsel accepts them. This brief in support of the Administrative Law Judge's opinion is submitted for the purpose of demonstrating that the Administrative Law Judge's findings and conclusions are amply supported in the record.

ReadyJet, Inc. (Respondent or ReadyJet), is a corporation that provides cleaning services to various airline carriers at Boston Logan International Airport (Airport). (JT 8).<sup>1</sup> This case presents the issue of whether Respondent violated Section 8(a)(1) of the Act by: (a) in about January or February of 2014, interrogating employees about their union sympathies and union activities, threatening employees with loss of employment if they engaged in union activity, and creating the impression that employees' union activities were being watched by Respondent; (b) in about February or March of 2014, interrogating employees about their union activities; and (c) on various occasions between January and July 2014, interrogating employees about the union activities of other employees. This case also presents the issue of whether Respondent violated Section 8(a)(1) of the Act by: (a) on about June 18, 2015 telling employees they were issued warnings for participating in a strike and by threatening employees with more

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<sup>1</sup> "T" will be used to designate citations to the transcript; "GC" will refer to General Counsel exhibits; "R" will refer to Respondent exhibits; and "JT" will refer to Joint exhibits.

severe discipline, up to suspension and loss of employment, if they continued to participate in union activities; (b) issuing written disciplinary warnings to employees Claudio Batista, Francisco Luna, Julio Medina, Gerfi Mendez, and Sergio Restituyo; and (c) on about July 27, 2015 terminating employee Francisco Luna and on about August 5, 2015 terminating employee Claudio Batista.

**B. Procedural Background**

Based upon the unfair labor practice charges filed by 32BJ SEIU New England District 615 (Union) in Cases 01-CA-132326 and 01-CA-140878, the Regional Director of Region 01 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing on April 30, 2015. Based upon the unfair labor practice charges filed by the Union in Cases 01-CA-132326, 01-CA-140878, and 01-CA-155263, the Regional Director of Region 01 issued a Second Order Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing on October 30, 2015. Based upon the unfair labor practice charges filed by the Union in Cases 01-CA-132326, 01-CA-140878, 01-CA-155263, 01-CA-159503, and 01-CA-159509, the Regional Director of Region 01 issued a Third Order Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing on January 28, 2016.<sup>2</sup> (GC 1(aa)).

The Complaint, as amended at the hearing,<sup>3</sup> alleges that Respondent violated Section 8(a)(1) of the Act by: (a) in about January or February of 2014 interrogating

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<sup>2</sup> Herein referred to as the Complaint.

<sup>3</sup> At the hearing, Counsel for the General Counsel amended the Complaint pursuant to Notice of Intent to Amend the Complaint, GC 4, which proposed to amend the spelling of two statutory supervisors identified in paragraph 6, to delete paragraph 7 in its entirety, retaining the original numbering in the remaining paragraphs, to amend paragraph 10 to read, "On various occasions between January and July 2014, Respondent, by Geraldo Almonte, in his car in the metropolitan Boston area, interrogated employees about the union activities of other employees," to amend paragraph 17 to read, "By the conduct described

employees about their union sympathies and activities, threatening employees with loss of employment if they engaged in union activity, and creating the impression that employees' union activities were being watched by Respondent; (b) in about February or March of 2014, interrogating employees about their union activities; and (c) on various occasions between January and July 2014, interrogating employees about the union activities of other employees. This case also presents the issue of whether Respondent violated Section 8(a)(1) of the Act by: (a) on about June 18, 2015 telling employees they were issued warnings for participating in a strike and by threatening employees with more severe discipline, up to suspension and loss of employment, if they continued to participate in union activities; (b) issuing written disciplinary warnings to employees Claudio Batista, Francisco Luna, Julio Medina, Gerfi Mendez, and Sergio Restituyo; and (c) on about July 27, 2015 terminating employee Francisco Luna and on about August 5, 2015, terminating employee Claudio Batista.

In its Amended Answer and Affirmative Defenses to the Second Amended Consolidated Complaint (GC 1(hh)), Respondent denied facts relevant to jurisdiction and supervisory status and all the underlying facts alleged in the Complaint. At trial, Respondent stipulated to the jurisdictional facts and to the supervisory and agent status of persons so alleged in the Complaint. (JT 8).

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above in paragraphs 8, 9, 10, 12, 13, 14, and 15, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act," and delete paragraph 18 in its entirety, retaining the original numbering in the remaining paragraphs.

The hearing was held before Administrative Law Judge Kenneth W. Chu on July 27 and 28, 2016, at Boston, Massachusetts. General Counsel appeared represented by Laura H. Pawle, Esq., Respondent appeared represented by John J. Baker, Esq., and Charging Party Union appeared represented by Ingrid Nava, Esq.

## **II. ISSUES PRESENTED**

A. Did Respondent violate Section 8(a)(1) of the Act by interrogating employees about their union sympathies and union activities, threatening employees with loss of employment if they engaged in union activity and by creating the impression that employees' union activities were being watched by Respondent, all in about January or February of 2014?

B. Did Respondent violate Section 8(a)(1) of the Act by interrogating employees about their union activities in about February or March of 2014?

C. Did Respondent violate Section 8(a)(1) of the Act by interrogating employees about the union activities of other employees on various occasions between January and July 2014?

D. Did Respondent violate Section 8(a)(1) of the Act by telling employees they were issued warnings for participating in a strike and by threatening employees with more severe discipline, up to suspension and loss of employment, if they continued to participate in union activities, on about June 18, 2015?

E. Did Respondent violate Section 8(a)(1) of the Act by issuing written disciplinary warnings to employees Claudio Batista, Francisco Luna, Julio Medina, Gerfi Mendez, and Sergio Restituyo on about June 18, 2015?

F. Did Respondent violate Section 8(a)(1) of the Act by terminating employee Francisco Luna on about July 27, 2015, and terminating employee Claudio Batista on about August 5, 2015?

### **III. BACKGROUND**

#### **A. The Employer's Operation**

ReadyJet provides cleaning, lavatory, and water services to several airlines that operate from Terminals A and C of the Airport. (T 230-231). ReadyJet employs about 240 people at the Airport. (T 230). Since 2014, Sarah Colon has been the general manager of ReadyJet's operations at Logan Airport. (T 230). Rafael Felipe has been a ReadyJet supervisor in Terminal C since at least 2012. (T 52, 218). Luis Oliva was the afternoon manager in Terminal C in 2014. (T 222). Geraldo Almonte was an assistant manager for ReadyJet from 2011 to late fall 2014. (T 188, 189). Giovannie Martinez is currently an overnight manager and was an overnight supervisor at Terminal A in June 2015. (T 192). Jean Carlos Torres<sup>4</sup> was an overnight supervisor at Terminal A in June 2015. (T 205-206). Jency Diaz was a leader in June 2015 who worked in Terminal A. (T 212, 214-215) Colon, Felipe, Oliva, Almonte, Martinez, Torres, and Diaz were all statutory supervisors and agents during the relevant time periods. (JT 8).

ReadyJet operates an overnight shift of airplane cleaners and lavatory/water servicers at Terminal A. (T 76, 98, 110, 119). The shift begins at 10:00 pm and ends when the work is complete, between about 6:30 and 7:30 am. (T 76, 99, 110, 119). The overnight shift supervisors and employees all enter the secure area of Terminal A

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<sup>4</sup> The spelling "Torres" is used throughout this brief. The transcript incorrectly spells the name "Torrest" until T 204, when the witness spelled his name into the record.

through a door located on the lower level of Terminal A near a Dunkin Donuts and the baggage claim area. (T 25). This door is about 30 steps away from the exterior wall of Terminal A. (T 26). Terminal A's exterior walls are made of transparent glass. (T 26, 80, 121). Before the start of a shift, ReadyJet employees gather in the area near Dunkin Donuts, near the employee entrance door. (T 20).

**B. The Organizing Campaign and the Strike**

The Union began an organizing campaign at the Airport in 2011. (T 15). In 2013, the Union began organizing activity among ReadyJet employees at the Airport. (T 16). In 2014 – 2015, ReadyJet employees worked at Terminal A and Terminal C. (T 16). The ReadyJet campaign is on-going. (T 17). A series of companies, starting with Aramark and ending with ReadyJet had cleaning contracts for airlines at Terminal A. (T 17). The Union had a collective bargaining agreement with Aramark. (T 18). When Aramark lost its cleaning contract, a lot of its employees lost their jobs. (T 19). A few of the former Aramark employees later worked for ReadyJet, including an employee named "Felipe." (T 19, 22).

During the ReadyJet campaign and continuing to the present, Andry Mendez, a Union organizer, was present at the Airport Monday through Friday, and on weekends. (T 19-20). Another Union organizer, Lydia Kamanou, became involved in the ReadyJet campaign in 2013. (T 20). An additional three Union organizers were involved in the 2014-2015 period. (T 20). Mendez typically went to the Food Court of Terminal C and the lower level of Terminal A, where employees arrive and sit before starting their shifts. (T 20).

By late 2013 – early 2014, Mendez had received reports from Kamanou that managers were intimidating and threatening employees who signed Union cards. (T 21). During this time, ReadyJet employees also reported intimidation and threats by ReadyJet and printed anti-union materials. (T 22).

During his organizing work at the Airport, Mendez met all the statutory supervisors named in the Complaint: Colon, Felipe, Oliva, Almonte, Giovannie Martinez, Diaz, and Torres. (T 22-25). Of these supervisors, Mendez saw Colon, Martinez, Diaz, and Torres frequently in Terminal A coming to work, and he saw Felipe frequently in the Terminal C food court. (T 22-25).

By early June 2015, the Union had decided to organize a strike against ReadyJet and another contractor, G2 Secure Staff (G2). (T 156, 164). Strike planning included securing a permit from MassPort. (T 156). The permit limited picketing to 10 persons at a time. (T 166). Picketing was planned for Terminal A and Terminal C, beginning with the overnight shifts. (T 165).

The strike activities began in the evening of June 16 and continued until after 8:00 am June 17, at different times at Terminals A, B, and C and at the Airport “T” (subway) station. (T 165, 168-170, 172-174). The Union had a conference room set up at the Airport Hotel. (T 168). Picketing of ReadyJet began around 10:00 pm and continued to about 12:30 am. (T 165). ReadyJet had slightly different overnight shift start times, so that picketing starting earlier at one terminal than the other, and then overlapped. (T 165). Around 3:00 am of June 17, the Union picketed a G2 shift, and then another G2 shift starting at 4:00 am, both at Terminals A and B. (T 168-169).

Some of the ReadyJet employees participated in the G2 picketing at Terminal A. (T 173-174). The Union held a rally around 8:00 am at the Airport “T” station. (T 170).

Just after the start of the strike activities, at 10:12 pm, Dan Nicolai, the Union’s strike coordinator, sent an e-mail with the subject line, “Notice of one-day strike at BOS” to richc@readyjet.com with an attached letter dated June 16, 2015, addressed to D.

Richard Castellano, CEO of ReadyJet. The letter stated that

... ReadyJet cabin cleaners... and other employees who may sympathize are going on a one-day strike to start with the employees’ regularly-scheduled shifts commencing this evening, Tuesday, June 16, 2015.

The employees will strike to protest the company’s lack of respect for their rights to form a union free of intimidation and coercion. After the one-day strike, employees will return to work on their next regularly-scheduled shifts beginning on Wednesday, June 17<sup>th</sup>. (GC 6).

Later during the strike, Nicolai sent a text message with a photo of the letter to Dominic Patti, a ReadyJet manager. (T 159; GC 7).

The next day, June 17, Nicolai, Mendez, and community members conducted a “walk back” — an unconditional offer to return to work on behalf of the striking employees. (T 162). The group went to Terminal A, where Nicolai spoke to Diaz. Diaz asked Nicolai, “Do you know what no call – no show means?” (T 163). Nicolai replied that it was not “a situation of no call – no show. This is a protected unfair labor strike.” (T 163). All the strikers were allowed to return to work. (T 164).

#### **IV. THE 8(a)(1) ALLEGATIONS - 2014**

##### **A. Statement of Facts**

###### **1. Rafael Felipe's Statements**

By January 2014, the Union's organizing campaign at the Airport had been underway for several years and among ReadyJet employees since 2013. (T 15-16). Andry Mendez, the Union's lead organizer, was a daily presence at Terminals A and C, where ReadyJet employees and supervisors worked. (T 19). By 2013, the Union had additional organizers working at the Airport, including Lydia Kamanou. (T 20). By the end of 2013 and the beginning of 2014, Kamanou and ReadyJet employees gave Mendez reports of anti-union threats and intimidation. (T 21, 22). Employees received anti-union literature, some of it with their ReadyJet paychecks. (T 22, 69).

On January 7, 2014, in the midst of the Union's organizing activity, ReadyJet Terminal C supervisor Rafael Felipe subjected two cleaning employees, Evelyn Gonzalez and Eglá Cruz, to questions and comments about the union. Without having heard the testimony of the other,<sup>5</sup> Gonzalez and Cruz each testified that on January 7 they met for their lunch break. (T 43, 44, 46, 65). They went to a Burger King in the Food Court of the second level of Terminal C, where there were a lot of people. (T 43, 44, 66). A representative of the Union named Lydia sat with them at a table and the three talked. (T 43-44, 65). Gonzalez and Cruz each signed a Union card with Lydia at the table. (T 46, 66; GC 2, GC 3). Gonzalez testified that she recognized two supervisors who were facing her at a nearby table. (T 44-45). She knew they were supervisors because they wore orange vests that only ReadyJet supervisors wore. (T

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<sup>5</sup> All witnesses were subject to a sequestration order. (T 11).

61). Gonzalez and Cruz both testified that after they signed the cards, they went down to the lower level break room, whereupon their supervisor, Felipe, called them into the office. (T 49, 68). They each testified that once in the office, Felipe made clear he knew they had been with union people upstairs. (T 49, 68). According to Gonzalez, he told them they had been seen with members of the union (T 49), and according to Cruz, Felipe asked them what they were doing upstairs and had they spoken with somebody from the union. (T 68). Felipe did not tell them how he knew they had been speaking with a union representative, or who had seen them there. (T 49, 68–69). Both Gonzalez and Cruz testified that Felipe told them to stay away from the union. (T 49, 69). Gonzalez further recalled that Felipe referenced his prior experience with Aramark: “[Felipe] used [sic] example of Aramark, that because of the same thing, Aramark lost the contract and that **we could end up the same way; that we could lose our jobs.**” (emphasis added) (T 50). Finally, Gonzalez testified that Felipe spoke to them in a strong voice, and he appeared to be upset. (T 57).

Gonzalez and Cruz were fearful that their union activity and union support could jeopardize their jobs. Gonzalez testified that she was fearful when she left the office; in particular, she feared she might lose her job because of her union activity. (T 51). They both recalled that Cruz told Felipe they had the right to listen and speak to whomever they wished on break. (T 69). Neither told Felipe they had signed union cards. (T 50, 69). Despite Cruz’s assertiveness in the office, both testified that fear prevented them from ever asking Felipe for advice or opinions about the union. (T 52, 70).

Gonzalez's fear of Felipe continued until she resigned in May 2016. Although she enjoyed her experience overall, as expressed in her resignation letter (R 1), she remained fearful of Felipe. (T 57, 60).

Felipe's direct testimony corroborates the framework of the employees' testimony: at least one supervisor observed Gonzalez and Cruz near Burger King talking with a union representative, a supervisor called them to the office (T 224) and an exchange occurred in the office between Felipe and the employees about the union. (T 222, 223). Felipe admitted in direct testimony that his prior experience with the union was negative. (T 221, 222). As an Aramark employee, Union organizer Mendez had made promises that were not kept, and when Aramark lost its contract, all but Felipe and one other employee lost their jobs. (T 222). In response to questions by the Judge, Felipe admitted that Oliva, the afternoon manager (T 222), called Gonzalez and Cruz to his office "because they were talking with the union and supposedly they wanted to talk to me about the union." (T 224). He admitted that they talked about the union but was unable to explain how it was that the employees, after having been called to his office by another supervisor, expressed a desire to talk with Felipe about the union. (T 224). When asked the question, "How did Mr. Oliva know that Cruz and Gonzalez wanted to talk?" Felipe responded nonsensically, "[Oliva] saw them talking upstairs with the union and that was why he called them." (T 224). He described the meeting as if it were a friendly gathering: "So we all sat together like in a circle and similar to what we're here. And then we all sat down and talked about the Union." (T 224). Not surprisingly, Felipe denied telling Gonzalez and Cruz the union was no good or that the union takes money from paychecks, that they should ignore the union or they

should not talk to the union. (T 225). Instead, Felipe insisted that Gonzalez and Cruz asked him about union benefits, that the meeting ended “pretty good” and that the women said “thank you very much” as they left. (T 225).

Oliva was conspicuously missing from Respondent’s witnesses.

## 2. Luis Oliva’s Statements

About two months after the incident with Rafael Felipe, afternoon manager Luis Oliva questioned Gonzalez about union activity. Around noon, Gonzalez was on her way from the break room to clean an airplane when Oliva approached her and Cruz. (T 51). Oliva asked if they had signed a union card. Cruz answered that it was their right to do so and that they were not going to answer his question. (T 51).

Again, Respondent did not call Oliva to testify.

## V. THE 8(a)(1) AND (3) ALLEGATIONS - 2015

### A. Statement of Facts

The essential facts of the June 16, 2015 strike and Respondent’s responses to the strike are undisputed. On the evening of June 16, 2015, cleaning and lavatory/water service employees from ReadyJet’s Terminal A overnight shift went on strike. Five of these employees, Claudia Batista, Francisco Luna, Julio Medina, Gerfi Mendez, and Sergio Restituyo, were among the strikers. (T 79, T 100, T 120). All five were scheduled to work that night. (JT 9; T 77, 99, 110). None of the five worked that shift and none called in to give notice that they would not be working. (T 78, 110, 99 - 100, 120).

Whether or not ReadyJet had knowledge of the strike before the strike activity began and whether or not ReadyJet had any advance notice of who would be striking is

disputed. However, as explained below, the timing and extent of ReadyJet's knowledge does not mitigate the illegality of its disciplinary reaction.

1. Written Warnings

It is undisputed that ReadyJet issued a "Final Written Warning" to Batista, Luna, and Mendez, and a "Written Warning" to Medina and Restituyo for the night of June 16, 2015. (JT 1-5). Each of the five warnings states that it is "being issued as a Final Written Warning [or "Written Warning"] for [the employee's] failure to comply on Tuesday, June 16, 2015" and cites "the seriousness of calling in advance to inform ReadyJet, Inc. of [the] absence." (JT 1-5).

When Martinez delivered each warning to the particular employee, another employee was also present at the disciplinary meeting. According to Martinez, either Torres or Diaz was present (T 195) and according to the striking employees, Torres, Diaz, or Wandy Gonzalez were present.<sup>6</sup> (T 84, 101, 112).

Without exception, all parties involved referred to and understood these warnings to be for "no call – no show." Martinez testified that he recalled issuing warnings for no call – no show for the picketing activity. (T 194). He stated, "I just remember that I gave them the warning for not calling and not showing up at work." (T 195). General Manager Sarah Colon testified that "no call – no show" is a "serious" infraction and is the basis for a write up. (T 245). She admitted that both Batista's and Luna's Final Written Warnings were for no call – no show. (T 254).

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<sup>6</sup> Torres attended Batista's warning meeting; Diaz attended Medina's warning meeting; Gonzalez attended Mendez's warning meeting.

Similarly, the disciplined strikers testified that Martinez said the warning was for no call – no show. Batista testified that Martinez said one reason for the warning was “due to having been absent without call-in...” (T 87). Luna testified that Martinez explained the warning was “because of no call, no show,” using the English words. (T 121-122). Other attendance warnings Respondent issued to other employees after the strike similarly reference “no call/no show.” (R 4, pp. 2–5). Respondent uses a progressive disciplinary system. Its written Attendance Policy, dated 2009, describes a three-step progression of discipline: verbal warning, written warning, and termination. (R 5). In practice, as evidenced by other attendance warnings Respondent issued to other employees during the summer of 2015, Respondent used a four-step disciplinary progression of verbal warning, written warning, suspension, and termination. (R 4, p. 2–5). In either case, the next-to-last step is a written warning.

## 2. Martinez’s Statements

During three of the warning meetings, Martinez told the employee that the discipline was for his union and/or striking activity. To two of these strikers, he threatened more severe consequences if such union activity continued. At the discharge meetings, Martinez told one employee the discharge was due to his involvement with the union.

Prior to the warning meetings, other supervisors foreshadowed Martinez’s statements. On the day after the strike, Batista’s supervisor Torres, who later attended Batista’s warning meeting, asked Batista how he could he stay in the union business, told him he was a “party guy,” and notified him he had a warning. (T 83). Also on the day after the strike, Mendez’s lead, Wandy Gonzalez, who attended Mendez’s warning

meeting, told Mendez that since he didn't work because he attended the strike, Mendez was going to get a warning. (T 103).

During the warning meetings themselves, according to striker testimony, Martinez told Batista the warning was "for being involved in [sic] strike of the Union." (T 85). Martinez told Medina "he was giving me a warning because I have [sic] gone on strike." (T 112).

During the Mendez and Medina warning meetings, Martinez told Mendez, after Mendez told him he missed work because of the strike, "if I did it again I could lose my job." (T 101-102). Martinez told Medina that "if we continue supporting the matter of the Union, the company was going to take it against us; and they will either give us more Warning [sic] of fire us." (T 112).

At the Batista discharge meeting, Martinez told Batista that he was being discharged because of an absence and for having been involved with union matters. (T 87).

Martinez's testified with respect to his statements during the warning meetings that he could not recall anything besides giving a warning for no call – no show. (T 195). As to the discharge meeting with Batista, he neither admitted nor denied any statement about Batista's union activity. (T 195-197).

### 3. Discharges

It is undisputed that Respondent, by its General Manager Colon, in the presence of Martinez, terminated Luna on about July 27, 2015. (JT 7; T 123, 199, 240). Colon

requested a termination because Delta complained that a lavatory tank was not emptied, and Luna had failed to complete that task.<sup>7</sup> (T 237-238).

It is also undisputed that on about August 5, 2015, Martinez terminated Batista. Martinez and Batista both testified that Martinez terminated Batista for a no call – no show. (T 87, 196). Batista further testified that Martinez told him the termination was also for “being involved in matters of the Union.” (T 87). Batista testified that Torres was also present at the termination. (T 86). Torres corroborated that he was present at the termination, which was for a no call – no show. (T 209). The reason stated on Batista’s Employee Termination Form is “attendance.” (JT 6). General Manager Colon’s signature appears on the Employee Termination Form and she testified that Batista was terminated for attendance issues. (JT 6; T 231).

Respondent’s documentary and testimonial evidence contains no record of any discipline issued to Batista for any reason whatsoever between the “Final Written Warning” dated June 18 and the August 5 termination. Respondent’s attendance records show that Batista was “NO CALL/NO SHOW” on August 3. (R 3, p. 5). Batista’s “Timesheet Data” shows that he worked Monday, June 29, but not Monday, July 6, Monday, July 13, Monday, July 20, Monday, July 27, or Monday, August 3. (R 3, p. 1). Respondent’s records show that Batista was a “Call Out” on July 6 (R 3, p. 2), “sick” on July 13 (R 3, p. 3), a “Call Out” with “escusa no validad”<sup>8</sup> on July 20 (R 3, p. 4), a “NO CALL/NO SHOW” on August 3. (R 3, p. 5). The record contains no testimony or

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<sup>7</sup> That incident is described in the final two sentences of the “reason for termination” of the Employee Termination Form. (T 251-252).

<sup>8</sup> Translated as “excuse not valid.” (T 235).

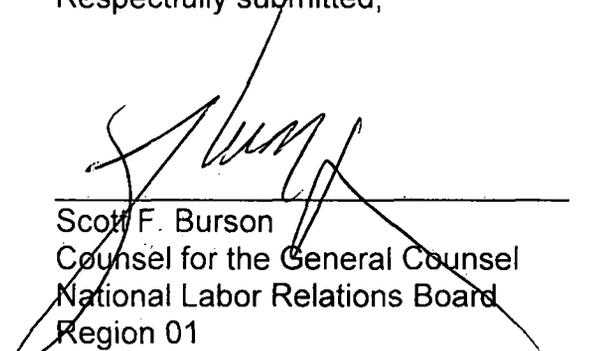
Respondent document with any explanation with respect to Batista's absence on July 27.

**VI. CONCLUSION AND REMEDY**

As the Administrative Law Judge's factual findings are well-supported in the record and his legal conclusions in accord with well-established Board law, his findings of violation and recommended remedy are fully warranted, and Counsel for the General Counsel respectfully requests that the Board adopt the Administrative Law Judge's Decision and Order with respect to the above.

Dated: November 7, 2016

Respectfully submitted,



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## **CERTIFICATE OF SERVICE**

I hereby certify that on this 7th day of November, 2016, I served a copy of Counsel for the General Counsel's Brief In Partial Support of the Administrative Law Judge's Decision, to be served by electronic mail on the following:

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