Chris Allison (shugE Mississippi) official appeal of the compliance determination of the Regional Director in Case 18-CA-100514.

Here is my response to and request for appeal of the recent compliance agreement that has been offered:

First I think that the argument Sisters' Camelot's lawyer has made that there was no job to hire me back to and therefore ask to lower the amount of backpay awarded to me is incorrect. As the ruling from the board clearly states, the bosses at Sisters' Camelot violated the NLRA when they offered concessions to striking canvassers outside of negotiating with the union in an attempt to convince striking workers to abandon their union. As stated in the ruling, they also violated the NLRA when they illegally fired me for union activity. At that point the strike became a ULP strike based on those violations of our protected rights.

The only reason there could be argued that there was no job for me to come back to between my illegal firing on March 4 (2013) and starting my new job in July is because the unionized workers were still on strike. This strike could have ended at any time if the bosses would have rehired me and negotiated in good faith with our union. The core intent behind the board's decision in this case is that my livelihood was taken away from me illegally and I deserve full back pay to compensate me from the day I was fired until the day I started my new job 4 months later. Anything less is not in the spirit of the board's ruling in this case. If at any point Sisters' Camelot would have reversed their decisions to violate our rights as protected by the NLRA, then the strike would have been over and everyone would have been back to work.

The core principle behind the board's decision in this case is the affirmation that Sisters' Camelot blatantly violated federal laws in an attempt to avoid having unionized workers. If they had not done so then the strike would have ended and the workplace would have resumed its operations.

For Sisters' Camelot's lawyer to argue that they chose to discontinue the canvass operation is absurd. In 2012 the canvass operation raised over 95% of their annual budget of about $280,000. They did not choose to discontinue the canvass operation as that decision would be financial suicide, rather the canvass workers went on strike because the bosses refused to negotiate with a union in good faith-- and then remained on ULP strike when the bosses committed the exact violations of the NLRA that this board ruling is about. If it were not for the violations cited in this board decision the canvass operation would have continued as normal and thus there would have been a job for me to return to immediately.

Also there is clear evidence that Sisters' Camelot's management never chose to discontinue the canvass operation, rather the workers were simply on strike. First it should be noted that on March 4, 2013 the management of Sisters' Camelot explicitly asked the canvassers to return to work when they offered concessions on specific grievances in an attempt to convince them to abandon collective bargaining. Also although the management at Sisters' Camelot did not appear to actively recruit replacement workers, as soon as people came forward saying that they wanted to be replacement workers the management immediately provided all of the materials and means for them to do the job. Also the management decisions of Sisters' Camelot were always made in weekly meetings that were open to the public and thus there would be both witnesses and meeting notes to prove it if Sisters' Camelot had deliberately chosen to

discontinue the canvass operation rather than the simple fact that the canvassers were on strike.

Without proof that the canvass was intentionally shut down rather than the workers were simply on strike-- there is one glaring hole in the reasoning behind trying to deny full back pay. While me and my fellow workers were on strike our immediate boss (the Canvass Director Aaron Baarck) was still there in his role. Technically if I had wanted to I could have returned to work despite my co-workers being on strike. The only thing which took that legal option away from me was the illegal firing. Crossing the line of a strike and becoming a replacement worker is technically legal and therefore I should have theoretically had that option in front of me. The illegal firing took that legal right away from me and therefore I should be compensated for all of the back-pay I could have earned if I had not been illegally fired.

For Sisters' Camelot to comply with the ruling the board made in this case and the order to "make me whole" for choosing to violate my protected rights under the NLRA, would mean paying me back pay for the entire time I was unable to work because of their illegal decisions.

Second, I would argue that Sisters' Camelot's argument that the replacement canvassers are working ad-hoc as independent contractors and therefore it is not the same job is dishonest.

The nature of canvassing for a nonprofit organization like this requires the employer to provide work materials (brochures, receipts, etc.), and requires that the employer dictate where the canvassers can canvass (otherwise two canvassers would try canvassing the same streets where they think they would be most successful), and requires that the workers keep meticulous records of who they canvassed (to prevent maps from being marked wrong and streets being canvassed twice and also to be able to identify who canvassed people in the instance of complaints of canvassers doing things that make the organization look bad). For these reasons Sisters' Camelot was the only one of over a dozen canvass organizations in the Twin Cities to misclassify their workers as independent contractors. I would further the argument and state that by continuing to misclassify their canvass workers as independent contractors they are ignoring the ruling of the board that we were misclassified as independent contracts when we were in fact employees.

Third, I want to point out that the offer of a job only on the condition that I sever ties as an officer or agent with my current employer North Country Food Alliance is also not in the spirit of the board's decision and is unfair. Sisters' Camelot and North Country Food Alliance are both charitable 501(c)3 Tax exempt nonprofit organizations working to distribute food to the needy. These are not for profit businesses and therefore are not competition. There could be twenty more similar nonprofits in the Twin Cities and we still would not alleviate all issues around hunger in our communities.

To say that North Country Food Alliance and Sisters' Camelot are competition is absurd and to use that justification to argue that a worker should not be able to work for both is not in the interest of enforcing the board's ruling in this case. Traditionally people who worked for Sisters' Camelot over the years have often also worked for other food justice organizations as well. To make the argument that North Country Food Alliance and Sisters' Camelot cannot share workers is like saying that a worker shouldn't be allowed to have two jobs at two different homeless shelters or that a worker shouldn't work for two different environmental organizations.

In fact I would take the competition argument much further in the opposite direction and point out that nonprofit organizations with similar missions often work together as allies like when environmental organizations work together to oppose the building of a oil pipeline.

To take the noncompetition argument even further I will point out that North Country Food Alliance currently works with over a dozen other nonprofit organizations ranging from neighborhood food shelves, to soup kitchens, to the Center for Victims of Torture in order to further our similar mission statements regarding increasing access to food for needy people in the Twin Cities.

I would also like to point out that the Sisters' Camelot Canvass Union and the greater Industrial Workers of the World that they are affiliated with are not the same organization as North Country Food Alliance. They are labor unions. North Country Food Alliance is a separate organization from the union their workers may choose to affiliate with (and is a protected right by the NLRA of these workers). North Country Food Alliance is not the same organization as the IWW much like the United Parcel Service (UPS) is not the same organization as the Teamsters union which their workers are affiliated with as union members.

I think it is clear that the intent of the board's ruling in this case is to pay me back pay from the day I was illegally fired until the day I found a new job, and to offer me my job back (or one that is similar) without any strings attached. They broke the law multiple times and fought the NLRB every step of the way in trying to fix the situation. Now they are continuing to fight and argue every dishonest way that they can to not comply with the repercussions of breaking the law.

Also the board ruling was over a year ago and I was illegally fired over 3 years ago. I think it is fair to expect daily compound interest calculated right up until the day they pay me my due Backpay.

In closing I also want to point out some issues regarding enforcement of other portions of the ruling. Sisters' Camelot was ordered to post posters apologizing for their infractions and explaining the rights of workers which they promise not violate again. I would like to point out that Sisters' Camelot does not have a traditional office these posters can be posted in. During the summer months they have their meetings in their garden space in south Minneapolis at 36th ST & Chicago Avenue South and do their regular work on their foodshare bus, their kitchen bus, and at their garden. I would suggest that the posters when finally displayed should be displayed on both busses and in the tool shed at the garden.

Christopher Allison (AKA shugE Mississippi)