

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REFLECTIONS CLEANING SERVICES, LLC

and

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA (LIUNA), LOCAL 563

Case 18-CA-182827

MOTIONS TO TRANSFER AND CONTINUE MATTER BEFORE THE BOARD
AND FOR DEFAULT JUDGMENT

The General Counsel, by the undersigned Counsel for General Counsel, hereby files with the National Labor Relations Board (the Board), pursuant to the provisions of Section 102.24(b) and 102.50 of the Board's Rules and Regulations, Series 8, as amended, these motions to transfer and continue matter before the Board and for default judgment. In support of these motions, Counsel for General Counsel alleges as follows:

1. The charge and amended charge in 18-CA-182827 were filed by Laborers International Union of North America (LIUNA), Local 563 (Charging Party) against Reflections Cleaning Services LLC (Respondent) on August 24, 2016, and September 27, 2016, respectively, alleging that Respondent has engaged and is engaging in certain unfair labor practices affecting commerce set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C. Sec. 151 et seq. (the Act).

2. On August 24, 2016, a true copy of the charge in Case 18-CA-182827, referenced above in paragraph 1, was duly served upon Respondent by first class mail

at its mailing address of P.O. Box 580012, Minneapolis, MN 55428-0012. Copies of the charge and the affidavit of service of the charge are attached as GC Ex. 1 and GC Ex. 2, respectively.

3. On September 27, 2016, a true copy of the first amended charge in Case 18-CA-182827, referenced above in paragraph 1, was duly served upon Respondent by first class mail at its mailing address of P.O. Box 580012, Minneapolis, MN 55428-0012. Copies of the first amended charge and the affidavit of service of the first amended charge are attached as GC Ex. 3 and GC Ex. 4, respectively.

4. Based upon the charge and the first amended charge, referenced above in paragraph 1, the General Counsel, by the Regional Director for Region 18, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules, issued a Complaint and Notice of Hearing (Complaint) on October 26, 2016.

5. On October 26, 2016, a true copy of the Complaint in Case 18-CA-182827, referenced above in paragraph 4, was duly served upon Respondent by both certified mail and first class mail at Respondent's mailing address, as referenced in paragraph 3. Copies of the Complaint and the affidavit of service of the Complaint are attached as GC Ex. 5 and GC Ex. 6, respectively.

6. In the "Answer Requirement" section of the Complaint, Respondent was notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules, it was required to file an Answer to the Complaint within 14 days from the date of service, which was November 9, 2016, and that failure to do so would result in all the allegations of the Complaint being deemed admitted to be true and so found by the Board. Respondent has failed to file an Answer, by November 9, 2016 or otherwise.

7 On October 31, 2016, after a conversation between Respondent's owner Velma Metters and the Acting Regional Director of Region 18 (a call initiated by Respondent), an additional copy of the Complaint, along with a second copy of a proposed informal settlement agreement previously sent to Respondent on October 4, 2016, was sent to Respondent by Region 18 at the email address provided by Respondent's owner. A copy of the e-mail correspondence and the attachments to that correspondence are attached as GC Ex. 7

8. On November 16, 2016, Counsel for General Counsel issued a letter to Respondent by both certified mail and first class mail at the mailing address referenced in paragraph 3 above, emphasizing to Respondent the requirement in the Complaint that an Answer be filed by November 9, 2016, and the consequences for failing to file an Answer. In this letter of November 16, Counsel for General Counsel provided to Respondent an extended deadline of November 28, 2016 (an additional 19 days) for the filing of its Answer, and enclosed a copy of the Complaint, thus sending it to Respondent for the fourth time. In this letter, Counsel for General Counsel also notified Respondent that absent receipt of the Answer by that extended deadline, a Motion for Default Judgment would be filed. A copy of this November 16, 2016 letter, its enclosures, and the affidavit of service of the additional service of the Complaint are attached as GC Ex.

8. Respondent has failed to file an Answer by November 28, 2016 or otherwise.

9. Section 102.20 of the Board's Rules and Regulations states the time for Respondent to file an Answer and the effect of failing to file an Answer:

Answer to complaint; time for filing; contents; allegations not denied deemed admitted. – The respondent shall, within 14 days from the service of the complaint, file an answer thereto. The respondent shall specifically admit, deny, or explain each of the facts alleged in

the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial. All allegations in the complaint, if no answer is filed, or any allegation in the complaint not specifically denied or explained in an answer filed, unless the respondent shall state in the answer that he is without knowledge, shall be deemed to be admitted to be true and shall be so found by the Board, unless good cause to the contrary is shown.

10. Despite having been advised of the filing requirements, by letter, email and telephone, Respondent has failed to file an Answer to the Complaint. Furthermore, Respondent has not shown any good cause to justify its failure to file an Answer. This failure, coupled with the specific allegations of the Complaint, provide the bases for filing this Motion for Default Judgment.

11. Based on the failure of Respondent to file an Answer under Section 102.20 of the Board's Rules, it is respectfully submitted that the Board deem all the allegations of the Complaint to be true, and issue an appropriate default judgment order. See, e.g., *On Target Security, Inc.*, 362 NLRB No. 31, slip at p. 1 (March 17, 2015); *Pro Works Contracting, Inc.*, 362 NLRB. No. 2, slip at p. 1 (January 27, 2015).

NOW THEREFORE, in accordance with Section 102.24(b) and Section 102.50 of the Board's Rules, Counsel for General Counsel respectfully requests that the Board transfer and continue this matter before it, find that all of the allegations in the Complaint are deemed to be admitted to be true and so found, and that without a hearing, the Board issue a Decision and Order containing such findings of facts and conclusions of laws, and a remedial order in accordance with the allegations in the Complaint.

Dated at Minneapolis, Minnesota, this 6th day of December, 2016

s/Florence I. Brammer

Florence I. Brammer
Counsel for General Counsel
National Labor Relations Board, Region 18
212 Third Ave. So., Suite 200
Minneapolis, MN 55401

CERTIFICATE OF SERVICE

The undersigned certifies that copies of the Motions to Transfer and Continue Matter Before the Board and for Default Judgment were served by regular and electronic mail on the 6th day of December, 2016, on the following parties:

Reflections Cleaning Services LLC
Attn: Velma Metters, Owner
P.O. Box 580012
Minneapolis, MN 55458-0012

info@reflectionscleaningmn.com

Reflections Cleaning Services, LLC
Attn: Velma Metters, Owner
12000 Marion Lane #1324
Minnetonka, MN 55305

vmetters@gmail.com

Brendan D. Cummins, Attorney
Cummins & Cummins, LLP
1245 International Centre
920 Second Avenue South
Minneapolis, MN 55402-3318

brendan@cummins-law.com

Laborers International Union Of North
America (LIUNA), Local 563
901 14th Avenue Northwest
Minneapolis, MN 55413-1510

/s/ Florence I. Brammer

Florence I. Brammer
Counsel for the General Counsel
National Labor Relations Board, Region 18
212 South Third Avenue, Suite 200
Minneapolis, Minnesota 55401

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
18-CA-182827Date Filed
August 24, 2016**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Reflections Cleaning Services LLC		b. Tel. No. (952) 292-8976
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) P.O. Box 580012 Minneapolis, MN, 55458	e. Employer Representative Velma Metters	g. e-Mail vmetters@gmail.com
		h. Number of workers employed 5
i. Type of Establishment (factory, mine, wholesaler, etc.) Cleaning service	j. Identify principal product or service cleaning	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the past six months, the Employer refused to bargain in good faith and repudiated its collective bargaining obligations and its collective bargaining agreement with the Union by, among other things, obstructing the Union's efforts to monitor and enforce compliance with the CBA, instructing employees not to talk to the Union, assaulting a business agent, failing and refusing to contribute to the contractually required fringe benefit funds, refusing to utilize the contractually required referral procedure for hiring employees, refusing to comply with the contractually required payroll audit procedure, and refusing to participate in the contractual grievance procedure.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
Laborers International Union of North America (LIUNA), Local 563

4a. Address (Street and number, city, state, and ZIP code) 901 14th Avenue Northeast Minneapolis, MN, 55413	4b. Tel. No. (612) 781-6933
	4c. Cell No.
	4d. Fax No. (612) 789-6299
	4e. e-Mail laborers@local563.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)
Laborers International Union of North America (LIUNA)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Brendan D. Cummins Brendan D. Cummins
(signature of representative or person making charge) (Print/type name and title or office, if any)

Tel. No. (612) 465-0108

Office, if any, Cell No.

Fax No. (612) 465-0109

e-Mail
brendan@cummins-law.com

Address 920 2nd Ave S #1245, Minneapolis, MN 55402

8/24/2016
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

GC Ex. 1

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REFLECTIONS CLEANING SERVICES LLC

Charged Party

and

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL 563**

Charging Party

Case 18-CA-182827

AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, state under oath that on August 25, 2016, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

VELMA METTERS, OWNER
REFLECTIONS CLEANING SERVICES
LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

August 25, 2016

Date

Shane Hose, Designated Agent of NLRB

Name

/s/Shane Hose

Signature

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

FIRST AMENDED CHARGE AGAINST EMPLOYER

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
18-CA-182827	September 27, 2016

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Reflections Cleaning Services LLC		b. Tel. No. (952) 292-8976
		c. Cell No.
d. Address (street, city, state ZIP code) P.O. Box 580012 Minneapolis, MN 55458	e. Employer Representative Velma Metters	f. Fax No.
		g. e-Mail vmetters@gmail.com
		h. Dispute Location (City and State) Minneapolis, Minnesota
i. Type of Establishment (factory, nursing home, hotel) Cleaning contractor	j. Principal Product or Service Cleaning service	k. Number of workers at dispute location 5

I. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Over the past six months, the Employer has failed and refused to bargain in good faith with LIUNA Local 563 as the exclusive collective bargaining representative of its employees and has repudiated its collective bargaining agreement and collective bargaining relationship with LIUNA Local 563.

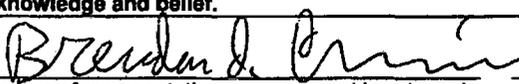
3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Laborers International Union of North America (LIUNA), Local 563

4a. Address (street and number, city, state, and ZIP code) 901 14 th Avenue Northeast Minneapolis, MN 55413	4b. Tel. No. (612) 781-6933
	4c. Cell No.
	4d. Fax No. (612) 789-6299
	4e. e-Mail laborers@local563.org

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

Laborers International Union of North America (LIUNA)

6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel. No. (612) 465-0108
By:  (signature of representative or person making charge)	Brendan D. Cummins, Attorney Print Name and Title	Office, if any, Cell No.
Address: 920 2 nd Ave. S #1245, Minneapolis, MN 55402	Date: 9/27/2016	Fax No. (612) 465-0109
		e-Mail brendan@cummins-law.com

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REFLECTIONS CLEANING SERVICES LLC

Charged Party

and

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL 563**

Charging Party

Case 18-CA-182827

AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on September 27, 2016, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

VELMA METTERS, OWNER
REFLECTIONS CLEANING SERVICES
LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

September 27, 2016

Date

Shane Hose, Designated Agent of NLRB

Name

/s/ Shane Hose

Signature

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Eighteenth Region

REFLECTIONS CLEANING SERVICES, LLC

and

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA (LIUNA), LOCAL 563

Case 18-CA-182827

COMPLAINT AND NOTICE OF HEARING

Laborers International Union of North America (LIUNA), Local 563, a/w Laborers International Union of North America (LIUNA), (Union), having charged in Case 18-CA-182827 that Reflections Cleaning Services, LLC, (Respondent), has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec 151, et seq., (the Act), the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1.(a) The charge in this case was filed by the Union on August 24, 2016 and a copy was served by first-class mail on Respondent on about that same date.

(b) The first amended charge in this case was filed by the Union on September 27, 2016, and a copy was served by first-class mail on Respondent on about that same date.

2.(a) At all material times, Respondent, a Minnesota limited liability company with an office and principal place of business in Minneapolis, Minnesota, has been engaged in the building and construction industry as a cleaning company.

(b) During the past calendar year, Respondent, in conducting its business operations described above in subparagraph (a), provided services valued in excess of \$50,000 directly to customers located outside the State of Minnesota.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, Velma Metters has been the owner of Respondent, a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: "All employees performing work within the jurisdiction of the Union," as identified in the Commercial Cleaning Services Agreement referenced below in paragraph 6.

6.(a) On September 23, 2015, Respondent, an employer engaged in the building and construction industry as described above in paragraph 2, signed a Commercial Cleaning Acceptance of Agreement granting recognition to the Union as the exclusive collective bargaining representative of the Unit and agreeing to be bound by the 2013-2016 Commercial Cleaning Services Agreement and after that date, the Union has been recognized as such representative by Respondent without regard to whether the majority status of the Union has ever been established under the provisions of Section 9(a) of the Act.

(b) Article 13, Section 4 of the 2013-2016 agreement described above in subparagraph (a), provides in relevant part that employers who have agreed to be bound to that agreement also agreed that the agreement would continue to be in effect from year to year thereafter unless terminated in writing by registered or certified mail to any party at least sixty (60) days before the expiration date. At no time has Respondent provided such notice.

(c) At all times since September 23, 2015, based on Section 8(f) of the Act, the Union has been, and is, the exclusive collective bargaining representative of the Unit.

(d) At all times since September 23, 2015, the Union has requested that Respondent recognize and bargain with it as the exclusive collective bargaining representative of the Unit.

7. Since February 24, 2016, Respondent has refused to recognize and bargain with the Union as the exclusive collective bargaining representative of the Union and has repudiated its contract with the Union.

8. By the conduct described above in paragraph 7, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer

must be **received by this office on or before November 9, 2016 or postmarked on or before November 8, 2016**. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is

filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, March 7, 2016 at 9:00 a.m. in the NLRB Hearing Room at the Federal Office Building, 212 3rd Avenue South, Minneapolis, Minnesota**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Minneapolis, Minnesota, this 26th day of October, 2016.

/s/ Nichole L. Burgess
NICHOLE L. BURGESS
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
212 3rd AVE. SOUTH, SUITE 200
MINNEAPOLIS, MN 55401

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-182827

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

BRENDAN D. CUMMINS, ATTORNEY
CUMMINS & CUMMINS, LLP
920 SECOND AVENUE SOUTH
SUITE 1245
MINNEAPOLIS, MN 55402-3318

VELMA METTERS , OWNER
REFLECTIONS CLEANING SERVICES
LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL
563
901 14TH AVENUE NORTHWEST
MINNEAPOLIS, MN 55413-1510

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

REFLECTIONS CLEANING SERVICES LLC

and

Case 18-CA-182827

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL 563**

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on October 26, 2016, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

VELMA METTERS, OWNER
REFLECTIONS CLEANING SERVICES LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

**CERTIFIED MAIL, RETURN
RECEIPT REQUESTED**

BRENDAN D. CUMMINS, ATTORNEY
CUMMINS & CUMMINS, LLP
920 SECOND AVENUE SOUTH
SUITE 1245
MINNEAPOLIS, MN 55402-3318

FIRST CLASS MAIL

LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL 563
901 14TH AVENUE NORTHWEST
MINNEAPOLIS, MN 55413-1510

CERTIFIED MAIL

October 26, 2016

Date

Andrea G. Wichmann,
Designated Agent of NLRB

Name

/s/ Andrea G. Wichmann

Signature

Schneider, Abby E.

From: Schneider, Abby E.
Sent: Monday, October 31, 2016 12:02 PM
To: 'vmatters@gmail.com'
Subject: Reflections Cleaning Services, LLC; 18-CA-182827
Attachments: ca182827.proposed settlement agreement and notice sent to Eer in pdf version on October 4.pdf; CPT.18-CA-182827.Complaint and Notice of Hearing.pdf

NxGen: Uploaded

Velma,

Based on her telephone conversation with you today, Acting Regional Director Burgess asked me to send you the attached documents. Attached, please find an electronic copy of the Complaint and Notice of Hearing, and the proposed Informal Settlement Agreement for the above-captioned case.

Abby

Abby Schneider, Acting Supervisory Attorney
National Labor Relations Board Region 18
212 Third Avenue South, Suite 200
Minneapolis, MN 55401
952-703-2888 (direct)
612-348-1785 (fax)

GC Ex. 7

*
UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

**IN THE MATTER OF
REFLECTIONS CLEANING SERVICES LLC**

Case No. 18-CA-182827

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notices to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places at its Minneapolis, Minnesota facility, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet and keep it continuously posted there for 60 consecutive days from the date it was originally posted. The Charged Party will submit a paper copy of the intranet or website posting to the Region's Compliance Officer when it submits the Certification of Posting and provide a password for a password protected intranet site in the event it is necessary to check the electronic posting.

E-MAILING NOTICES - The Charged Party will email a copy of the signed Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, to all employees who worked for the Charged Party during calendar year 2016. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 18 of the National Labor Relations Board in Case No. 18-CA-182827. The Charged Party will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at richard.neuman@nrlrb.gov

BACKPAY – The Charged Party will make each of its bargaining unit employees, and LIUNA Local 563, whole for all losses suffered, with the identity of the recipients to be specified and the losses calculated using standard Board formulas.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case or matter. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the

undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — *(If the Charged Party has Counsel)* Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____ No _____
(Initials)

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit, and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
REFLECTIONS CLEANING SERVICES LLC		LABORERS INTERNATIONAL UNION OF NORTH AMERICA (LIUNA), LOCAL 563	
By:	Date	By:	Date
Recommended By:	Date	Approved By:	Date
Florence I. Brammer, Attorney		Regional Director, Region 18	



NOTICE TO EMPLOYEES



POSTED PURSUANT TO A SETTLEMENT AGREEMENT APPROVED BY A REGIONAL DIRECTOR OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

As you may know, Laborers International Union of North America (LIUNA), Local 563, has filed charges with the National Labor Relations Board alleging that we have violated the National Labor Relations Act. Those charges have been investigated and settled. As part of the Settlement Agreement, we have agreed to post this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

- Form, join or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT fail and refuse to bargain in good faith with LIUNA Local 563 as the exclusive collective bargaining representative of our employees by repudiating our collective bargaining agreement with Local 563.

WE WILL NOT fail and refuse to bargain in good faith with LIUNA Local 563 as the exclusive collective bargaining representative of our employees by repudiating our collective bargaining relationship with Local 563.

WE WILL, upon request, recognize and bargain in good faith with LIUNA Local 563 as the exclusive collective bargaining representative of our employees.

WE WILL comply with the wages, benefits and other terms and conditions set forth in our collective bargaining agreement with LIUNA Local 563.

WE WILL make our employees whole for all losses they have suffered as a result of our failure and refusal to recognize Local 563 and comply with our collective bargaining agreement.

WE WILL make LIUNA Local 563 whole for all losses it has suffered as a result of our failure and refusal to recognize Local 563 and comply with our collective bargaining agreement.

(Employer)

Date _____ By _____
(Title) (Representative)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and union. 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

212 Third Ave. So. #200
Minneapolis, MN 55401-2221

Telephone: (612) 348-1757
Hours: 8 a.m. to 4:30 p.m.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Eighteenth Region

REFLECTIONS CLEANING SERVICES, LLC

and

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA (LIUNA), LOCAL 563

Case 18-CA-182827

COMPLAINT AND NOTICE OF HEARING

Laborers International Union of North America (LIUNA), Local 563, a/w Laborers International Union of North America (LIUNA), (Union), having charged in Case 18-CA-182827 that Reflections Cleaning Services, LLC, (Respondent), has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec 151, et seq., (the Act), the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1.(a) The charge in this case was filed by the Union on August 24, 2016 and a copy was served by first-class mail on Respondent on about that same date.

(b) The first amended charge in this case was filed by the Union on September 27, 2016, and a copy was served by first-class mail on Respondent on about that same date.

2.(a) At all material times, Respondent, a Minnesota limited liability company with an office and principal place of business in Minneapolis, Minnesota, has been engaged in the building and construction industry as a cleaning company.

(b) During the past calendar year, Respondent, in conducting its business operations described above in subparagraph (a), provided services valued in excess of \$50,000 directly to customers located outside the State of Minnesota.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4. At all material times, Velma Metters has been the owner of Respondent, a supervisor of Respondent within the meaning of Section 2(11) of the Act, and an agent of Respondent within the meaning of Section 2(13) of the Act.

5. The following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: "All employees performing work within the jurisdiction of the Union," as identified in the Commercial Cleaning Services Agreement referenced below in paragraph 6.

6.(a) On September 23, 2015, Respondent, an employer engaged in the building and construction industry as described above in paragraph 2, signed a Commercial Cleaning Acceptance of Agreement granting recognition to the Union as the exclusive collective bargaining representative of the Unit and agreeing to be bound by the 2013-2016 Commercial Cleaning Services Agreement and after that date, the Union has been recognized as such representative by Respondent without regard to whether the majority status of the Union has ever been established under the provisions of Section 9(a) of the Act.

(b) Article 13, Section 4 of the 2013-2016 agreement described above in subparagraph (a), provides in relevant part that employers who have agreed to be bound to that agreement also agreed that the agreement would continue to be in effect from year to year thereafter unless terminated in writing by registered or certified mail to any party at least sixty (60) days before the expiration date. At no time has Respondent provided such notice.

(c) At all times since September 23, 2015, based on Section 8(f) of the Act, the Union has been, and is, the exclusive collective bargaining representative of the Unit.

(d) At all times since September 23, 2015, the Union has requested that Respondent recognize and bargain with it as the exclusive collective bargaining representative of the Unit.

7 Since February 24, 2016, Respondent has refused to recognize and bargain with the Union as the exclusive collective bargaining representative of the Union and has repudiated its contract with the Union.

8. By the conduct described above in paragraph 7, Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective bargaining representative of its employees, in violation of Section 8(a)(1) and (5) of the Act.

9. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer

must be received by this office on or before November 9, 2016 or postmarked on or before November 8, 2016. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **File Case Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is

filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Tuesday, March 7, 2016 at 9:00 a.m. in the NLRB Hearing Room at the Federal Office Building, 212 3rd Avenue South, Minneapolis, Minnesota**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Minneapolis, Minnesota, this 26th day of October, 2016.

/s/ Nichole L. Burgess
NICHOLE L. BURGESS
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
212 3rd AVE. SOUTH, SUITE 200
MINNEAPOLIS, MN 55401

Attachments



United States Government
**NATIONAL LABOR RELATIONS
BOARD**

Florence I. Brammer, Attorney
Federal Office Building
212 Third Ave. So., Suite 200
Minneapolis, MN 55401

Office: (612) 348-1757
Direct: (952) 703-2875
Fax: (612) 348-1785
E-mail: florence.brammer@nlrb.gov

November 16, 2016

By regular and certified mail

Velma Metters, Owner
Reflections Cleaning Services LLC
P.O. Box 580012
Mpls., MN 55458-0012

Re: REFLECTIONS CLEANING SERVICES
Case 18-CA-182827

Dear Ms. Metters:

As you know, A Complaint and Notice of Hearing issued in the above case on October 26, 2016, a copy of which was served upon you. An additional copy is provided for your reference.

As clearly stated in this Complaint, your Answer to the allegations needed to be received by this office on or before November 9, 2016, or postmarked on or before November 8, 2016 (or efiled per the instructions in the Complaint). As is also clearly stated in the Complaint, if no Answer is filed or is filed untimely, the Board may find, pursuant to a Motion of Default Judgment, that the allegations in the Complaint are true.

To date, this office has not received an Answer from Reflections Cleaning. If you intend to file an Answer, it must be received by this office no later than close of business on Monday, November 28, 2016, or efiled by that date. Absent the filing and receipt of an Answer by that extended date, it is our intention to file a Motion for Default Judgment.

Very truly yours,

A handwritten signature in black ink, appearing to read "Florence I. Brammer", written over a horizontal line.

Florence I. Brammer
Counsel for General Counsel

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-182827

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

BRENDAN D. CUMMINS , ATTORNEY
CUMMINS & CUMMINS, LLP
920 SECOND AVENUE SOUTH
SUITE 1245
MINNEAPOLIS, MN 55402-3318

LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL
563
901 14TH AVENUE NORTHWEST
MINNEAPOLIS, MN 55413-1510

VELMA METTERS , OWNER
REFLECTIONS CLEANING SERVICES
LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Eighteenth Region

REFLECTIONS CLEANING SERVICES, LLC

and

LABORERS INTERNATIONAL UNION OF NORTH
AMERICA (LIUNA), LOCAL 563

Case 18-CA-182827

COMPLAINT AND NOTICE OF HEARING

Laborers International Union of North America (LIUNA), Local 563, a/w Laborers International Union of North America (LIUNA), (Union), having charged in Case 18-CA-182827 that Reflections Cleaning Services, LLC, (Respondent), has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Sec 151, et seq., (the Act), the General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Rules and Regulations of the Board, issues this Complaint and Notice of Hearing and alleges as follows:

1.(a) The charge in this case was filed by the Union on August 24, 2016 and a copy was served by first-class mail on Respondent on about that same date.

(b) The first amended charge in this case was filed by the Union on September 27, 2016, and a copy was served by first-class mail on Respondent on about that same date.

2.(a) At all material times, Respondent, a Minnesota limited liability company with an office and principal place of business in Minneapolis, Minnesota, has been engaged in the building and construction industry as a cleaning company.

(b) During the past calendar year, Respondent, in conducting its business operations described above in subparagraph (a), provided services valued in excess of \$50,000 directly to customers located outside the State of Minnesota.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

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(b) Article 13, Section 4 of the 2013-2016 agreement described above in subparagraph (a), provides in relevant part that employers who have agreed to be bound to that agreement also agreed that the agreement would continue to be in effect from year to year thereafter unless terminated in writing by registered or certified mail to any party at least sixty (60) days before the expiration date. At no time has Respondent provided such notice.

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must be received by this office on or before November 9, 2016 or postmarked on or before November 8, 2016. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

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Dated at Minneapolis, Minnesota, this 26th day of October, 2016.

/s/ Nichole L. Burgess
NICHOLE L. BURGESS
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 18
212 3rd AVE. SOUTH, SUITE 200
MINNEAPOLIS, MN 55401

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 18**

REFLECTIONS CLEANING SERVICES LLC

and

Case 18-CA-182827

**LABORERS INTERNATIONAL UNION OF
NORTH AMERICA (LIUNA), LOCAL 563**

AFFIDAVIT OF SERVICE OF: Complaint and Notice of Hearing (with forms NLRB-4338 and NLRB-4668 attached)

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on November 16, 2016, I served the above-entitled document(s) by **certified and regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

VELMA METTERS , OWNER
REFLECTIONS CLEANING SERVICES
LLC
PO BOX 580012
MINNEAPOLIS, MN 55458-0012

**CERTIFIED MAIL, RETURN RECEIPT
REQUESTED and FIRST CLASS MAIL**

November 16, 2016

Date

Andrea G. Wichmann,
Designated Agent of NLRB

Name

/s/ Andrea G. Wichmann

Signature

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 18-CA-182827

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An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

BRENDAN D. CUMMINS , ATTORNEY
CUMMINS & CUMMINS, LLP
920 SECOND AVENUE SOUTH
SUITE 1245
MINNEAPOLIS, MN 55402-3318

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MINNEAPOLIS, MN 55458-0012

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.