UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34

HAYWARD LABORATORIES, INC. and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 773	CASE NO. 04-CA-213560

BRIEF IN SUPPORT OF RESPONDENT'S MOTION FOR SUMMARY JUDGMENT

Respondent Hayward Laboratories, Inc. ("Hayward" or "the Company"), by its undersigned counsel, pursuant to Sections 102.24 and 102.28 of the National Labor Relations Board Rules and Regulations, respectfully submits this brief in support of its motion for summary judgment.

I. PRELIMINARY STATEMENT

The Complaint and Notice of Hearing in this matter ("Complaint") is based on an unfair labor practice charge ("Charge") filed by Teamsters Local 773 (the "Union").[1] The Charge alleges that the Company unlawfully refused to provide the Union with "relevant information." But these allegations are baseless and must be rejected. As explained more fully below, the information the Union requested -- detailed information regarding the Company's products, production line speeds, and standards -- did not relate to the employees represented by the Union or their terms or conditions of employment. And despite the Company's repeated requests, the Union never explained why it believed the requested information was relevant to the Union's role as collective bargaining representative. Thus, it is respectfully submitted that the Complaint and the Charge upon which it is based must be dismissed with prejudice.

[1] Copies of the Charge, Complaint, and Answer are attached to this Brief as Exhibits 1-3.

II. STATEMENT OF UNDISPUTED MATERIAL FACTS

A. Background

Hayward is a third party manufacturer of beauty care products for various brands. (Declaration of Melissa Johnson ("Johnson Decl."), ¶2). Hayward operates a manufacturing facility in East Stroudsburg, Pennsylvania. (Id.). The Union represents for collective bargaining purposes a unit of employees at this East Stroudsburg facility. (Johnson Decl., ¶3). Hayward and the Union have been parties to a series of successive collective bargaining agreements ("CBAs"). (Id.). The most recent CBA between the parties was effective January 1, 2017, and continues in effect until December 31, 2024. (Johnson Decl., ¶3 & Exh. A).

The parties' CBA contains a broad management rights clause that provides:

> Article 13 - Management Rights
>
> 13.1 The Union and the Company agree that the provisions of this Agreement are limited to hours, wages, and other working conditions of the employees covered, and the provisions shall not be construed or interpreted to restrain the Company from full and absolute operation, control, and management of its business. This right of management includes, but is not confined or limited to: the sole right to hire, discipline, discharge, layoff, or promote; to determine or change the starting time, quitting time, or the number of hours to be worked; to promulgate reasonable rules and regulations; assign duties to the work force; to organize, discontinue, enlarge or reduce a function or division, or to contract out part of the Work currently performed by employees for legitimate business reasons, subject to the grievance and arbitration provisions as to legitimacy; to introduce new or improved methods of operation, to determine the duties of each job; and to carry out the customary functions of management whether or not possessed or exercised by the Company prior to the effective date of this Agreement.
>
> 13.2 The Union recognizes that the Company may introduce a revision in the method or methods of operation, which will produce a revision in job duties or functions and a reduction in personnel. The Union agrees that nothing in this Agreement shall prevent the implementation of such program even if it results in a reduction of the work force.
>
> 13.3 The Union, on behalf of the employees, agrees to cooperate with the Company to attain and maintain full efficiency and maximum productivity.

> 13.4 This Agreement contains the full understanding between the parties and cannot be modified, except by written agreement between the parties. The Company and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or mailer not specifically referred to or covered in this Agreement.

(Johnson Decl., Exh. A, Art. 13, pp. 10-11).

B. The Union's Information Request

Months after entering into this eight-year CBA, Brian Taylor, the Union's Business Agent, made the following request of Hayward in an e-mail dated June 15, 2017:

> I am requesting that the Company send me any and all reports you have on all the lines for first and second shift, as it relates to the product that was run and the speed with which the line was ran, and the percent the line ran at for the day. Also I would like to know if any of those lines had coverage through that lines lunch period and if any lines went home. I would like that for the last thirty days. Thanks.

(Johnson Decl., Exh. B).

To the best of the Company's recollection, the Union had never before made such an information request of the Company. (Johnson Decl., ¶4). On its face, the Union's information request did not relate to terms and conditions of employment of the Union's members. (See Johnson Decl., Exh. B). Accordingly, Melissa Johnson, Human Resources Manager for Hayward, asked Mr. Taylor for clarification on the purpose and scope of the request. By e-mail dated June 20, 2017, she asked Mr. Taylor to "[p]lease provide more detail on this request to narrow it down to pertinent issue. Is this inquiry directly related to a specific Grievance (and if so, which one)?" (Johnson Decl., Exh. B).

In response, Mr. Taylor refused to clarify the purpose of the request, and he declined to narrow its scope. In an e-mail to Ms. Johnson dated June 23, 2017, he wrote, "I am not sure on what part you need clarification on. Can you please read the e-mail I sent and let me know

specifically which part you need more detail on so I can respond. Thanks." (Johnson Decl., Exh. B).

Ms. Johnson replied by e-mail dated June 27, 2017, stating: "Brian, We are just asking you to narrow the scope of the request. What specific date/line is being questioned? What specific complaint or grievance is this in regards to?" (Id.).

Mr. Taylor replied by e-mail later that day. Not only did Mr. Taylor not clarify the purpose or scope of the information request, he actually broadened the request as follows:

> I am not trying to be a smart guy here, but I am not sure what it is or how to break it down any more. I am looking to find out what product every line has ran in the past 30 days. I am looking to find out what the company considers the standard is for each of those products. I am looking to find out what the company considers the line speed to be for each of those products. And finally I am looking to find out how fast the lined were on those days for each product. In short, I am looking to find out four things for each line for the last 30 days. What product was run, what the company standard is in terms of how much the company feels should get done in an 8 hour period, [w]hat the company feels the line speed should be to obtain the standard, and what speed the line actually ran at.

(Id.)

C. The Union Fails to Clarify or Narrow the Scope of the Information Request

On July 24, 2017, the parties held a second-step meeting to resolve an unrelated grievance. When the parties concluded their discussion of this other grievance, they discussed the Union's information request. (Johnson Decl., ¶5). Mr. Taylor mentioned that he was not requesting the information for any current grievance, but that he wanted to have the information on hand in the event that he ever received a grievance regarding line speeds in the future. (Id.).

During the July 24 meeting, Hayward representatives provided Mr. Taylor with an example of a standard sheet for one of its products. Hayward explained at the meeting that the information was being provided as illustrative of the types of information that could be pulled for each product. But Hayward also explained that the information is highly confidential and

proprietary information belonging to the Company, and it would be extremely difficult and burdensome to gather the information for each and every product Hayward makes. (Johnson Decl., ¶6). Hayward stated that it was willing to consider a request for specific information as relevant to any specific future grievance. (Id.). Notably, weeks prior to this meeting, in June 2017, a union member had filed a grievance relating to a verbal warning she had received, alleging, among other things, that the production line had been moving too fast. (Johnson Decl., Exh. C). But the Union never actually pursued that grievance and never requested any information in connection with it. (Johnson Decl., ¶7).

Mr. Taylor followed up by e-mail dated August 29, 2017. Mr. Taylor requested a breakdown sheet, similar to the one provided at the July 24 meeting, "on all products that are run at your facility." (Johnson Decl., Exh. D). Mr. Taylor expressed his belief that "as the exclusive bargaining agent for this bargaining unit, I have the right to know what the company feels is the standard for each product that is run at the facility." (Id.) Again, however, Mr. Taylor failed to explain why the Union needed this information to represent its members. (See id.).

In response to Mr. Taylor's August 29 e-mail, Ms. Johnson reminded Mr. Taylor of their conversation on July 24. (Johnson Decl., Exh. D). Ms. Johnson reiterated the Company's unwillingness to provide unfettered access to confidential and proprietary product standard information for every product that the Company produced, without any demonstrated need on the part of the Union for this information. (Id.). However, Ms. Johnson also reminded Mr. Taylor that the Company would consider a request for such information, at the appropriate time, if it was relevant to a specific future grievance. (Id.). Hayward has yet to receive such a request. (Johnson Decl., ¶6).

III. LEGAL ARGUMENT

Summary judgment is appropriate where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. See, e.g., Security Walls, LLC, 361 NLRB No. 29, slip op. at 1 (2014). Here, based on the undisputed facts, Hayward did not unlawfully refuse to provide the Union with any relevant information.

Under Section 8(a)(5) of the National Labor Relations Act ("Act"), an employer is obligated to provide a union, upon request, relevant information needed to properly perform its duties as the employees' bargaining representative. NLRB v. Acme Industrial Co., 385 U.S. 432, 435–36 (1967) (citing NLRB v. Truitt Mfg. Co., 351 U.S. 149, 152 (1956)). Where the information sought pertains to bargaining unit employees (e.g., employee names, contact information, wages, hours, and other terms and conditions of employment), it is presumptively relevant and the employer ordinarily must provide it. See Disneyland Park, 350 NLRB 1256, 1257 (2007). However, where the information does not pertain to bargaining unit employees, it is not presumptively relevant to the Union's performance as bargaining representative, and "the burden is on the union to demonstrate the relevance." Id.

To demonstrate relevance, the Union must establish "a reasonable belief, supported by objective evidence, that the requested information is relevant." Id. at 1258. Specifically, there must be evidence "either (1) that the union demonstrated the relevance of the nonunit information, or (2) the relevance of the information should have been apparent to the Respondent under the circumstances." Id. "The union's explanation of relevance must be made with some precision; and a generalized, conclusory explanation is insufficient to trigger an obligation to supply information." Id. at 1258 n.5. Absent a showing of relevance, "the employer is not obligated to provide the requested information." Id. at 1258; cf. Hertz Corp. v. NLRB, 105 F.3d

868, 873 (3d Cir. 1997) (no obligation to provide information relating to individuals not part of the bargaining unit until the union has communicated to the employer "a reasonable factual basis" for the request).

Here, the information requested does not concern bargaining unit employees at all. Rather, the Union seeks detailed data for each production line, including (i) the specific products run, (ii) the Company's expectations regarding the amount of products that should be generated, (iii) what the Company believes the line speeds should be to meet these expectations, and (iv) the actual line speeds. (Johnson Decl., Exh. B). This information has nothing to do with bargaining unit employees, their wages, benefits, or other terms and conditions of employment. Thus, it is not presumptively relevant to the Union's performance as bargaining representative.

Because the information requested is not presumptively relevant, the Union had the burden of establishing the relevance of the information requested. The Union failed to meet this burden. At the outset, the relevance of the information was not and could not have been apparent to Hayward under the circumstances. At the time of the Union's request, the parties were six months into an eight-year CBA. The CBA contains a broad management rights clause which specifies, among other things, that Hayward retains full and absolute control over the management of its business. (Johnson Decl., Exh. A, Art. 13.1, p. 10). The CBA also makes clear that the parties unqualifiedly waive the right to bargain over matters not specifically referenced in the agreement. (Id., Art. 13.4, p. 11). Thus, the Union could not have been seeking the information for any purpose relevant to bargaining or the administration of the CBA.

Nor did the Union provide any clarification as to the purpose or scope of the information it was seeking. (See Johnson Decl., Exhs. B, D). During the July 24 meeting, the Company's representatives told Mr. Taylor that the Company would consider a request for information

relevant to a specific grievance. (Johnson Decl., ¶6). But Mr. Taylor stated that the Union was not requesting the information in connection with a specific grievance. (Johnson Decl., ¶5). Instead, Mr. Taylor offered only that the Union wanted to have the information on hand in the event that the Union ever received a grievance regarding line speeds in the future. (Id.). In his August 29 e-mail, Mr. Taylor added only his unsubstantiated belief that he had the right to the requested information "as the exclusive bargaining agent for this bargaining unit." (Johnson Decl., Exh. D). In short, the Union has offered nothing more than "generalized, conclusory explanation[s]" of need. These were insufficient to trigger an obligation upon the part of the Company to provide the requested information. See Disneyland Park, 350 NLRB at 1258 n.5.

IV. CONCLUSION

Based on the foregoing, Hayward respectfully requests that the Board grant its motion for summary judgment. Hayward did not unlawfully refuse to provide any information to the Union. Rather, it was the Union that refused to clarify or narrow the scope of its sweeping information request, and it has still failed to explain how the requested information is necessary for the Union to represent its members. Thus, the Charge and Complaint should be dismissed with prejudice.

Respectfully submitted,

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Attorneys for Respondent
Hayward Laboratories, Inc.

Dated: August 21, 2018

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the aforesaid Brief in Support of Respondent's Motion for Summary Judgment (including Exhibits 1-3 thereto) were served on August 21, 2018, in the manner set forth below:

Dennis P. Walsh, Regional Director NLRB - Region 4 615 Chestnut Street Suite 710 Philadelphia, PA 19106-4413	E-filing on Agency Website
Samuel Schwartz Field Attorney National Labor Relations Board, Region Four 615 Chestnut Street, Suite 710 Philadelphia, PA 19106-4413	E-Mail (samuel.schwartz@nlrb.gov)
Quintes D. Taglioli, Esq. Markowitz & Richman 121 N. Cedar Crest Boulevard, 2nd Floor Allentown, PA 18104-4664	E-Mail (qdtaglioli@markowitzandrichman.com)
Thomas H. Kohn, Esq. Markowitz & Richman 123 S. Broad Street, Suite 2020 Philadelphia, PA 19109	E-Mail (TKohn@markowitzandrichman.com)

George P. Barbatsuly

EXHIBIT 1

FORM EXEMPT UNDER 44 U.S.C 3512

INTERNET FORM NLRB-501 (2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
04-CA-213560	1-25-18

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
Hayward Laboratories, Inc.

b. Tel. No. 570-424-9512

c. Cell No.

f. Fax No.

d. Address *(Street, city, state, and ZIP code)*
1921 E. Paradise Trail
East Stroudsburg, PA 18301

e. Employer Representative
Melissa Johnson

g. e-Mail
mjohnson@etbrowne.com

h. Number of workers employed
80

i. Type of Establishment *(factory, mine, wholesaler, etc.)*
Factory

j. Identify principal product or service
Phamaceutical

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)* (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)*
Charging party is the certified bargaining representative for employees at the Employer's facility. Charging Party and Employer are parties to a Collective Bargaining Agreement. Since on or about September 5, 2017, the Employer has refused to provide relevant information despite requests by the Charging Party. Relevant information requested includes but is not limited to breakdown sheets on all products run at the Employer's facility.

3. Full name of party filing charge *(if labor organization, give full name, including local name and number)*
Teamsters Local 773

4a. Address *(Street and number, city, state, and ZIP code)*
3614 Lehigh St., Suite A
Whitehall, PA 18052

4b. Tel. No. 610-434-4451

4c. Cell No.

4d. Fax No.

4e. e-Mail
btaylor@teamster773.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)*
International Brotherhood of Teamsters

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 _____ Quintes D. Taglioli, Esquire
(signature of representative or person making charge) *(Print/type name and title or office, if any)*

Address 121 N. Cedar Crest Blvd., 2nd Fl., Allentown, PA 18104 1/24/2018
(date)

Tel. No. 610-820-9531

Office, if any, Cell No. 610-390-2599

Fax No. 610-820-9445

e-Mail
qdtaglioli@markowitzandrichma

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.

EXHIBIT 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION FOUR

HAYWARD LABORATORIES, INC.

and **Case 04-CA-213560**

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 773

COMPLAINT AND NOTICE OF HEARING

This Complaint and Notice of Hearing is based on a charge filed by International Brotherhood of Teamsters Local 773 (Charging Party). It is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Hayward Laboratories, Inc. (Respondent) has violated the Act as described below.

1. The charge in this proceeding was filed by the Charging Party on January 25, 2018, and a copy was served on Respondent by U.S. mail on January 25, 2018.

2. (a) At all material times, Respondent has been a corporation with an office and place of business in East Stroudsburg, Pennsylvania (the Facility), and has been engaged in the manufacture and nonretail sale of beauty care products.

(b) During the past 12 months, Respondent, in conducting its operations described above in subparagraph (a), purchased and received at the Facility goods valued in excess of $50,000 directly from points outside the Commonwealth of Pennsylvania.

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

4. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Melissa Johnson	-	Director of Human Resources
Scott Mount	-	Vice President of Operations
Kevin Murphy	-	Manufacturing Director.

5. (a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All full-time and regular part-time production employees, excluding all other employees, professional employees, managerial employees, confidential employees, employees in the mechanic, maintenance, distribution and batcher classifications, guards, and supervisors as defined in the Act.

(b) At all material times, Respondent has recognized the Union as the exclusive collective-bargaining representative of the Unit. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from January 1, 2017 to December 31, 2024.

(c) At all material times, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

6. (a) About June 15, 2017, the Union, by email from Business Agent/Organizer Brian Taylor to Melissa Johnson, requested that Respondent furnish the Union with the following information:

> I am requesting that the Company send me any and all reports you have on all the lines for first and second shift, as it relates to the product that was run and the speed with which the line was ran, and the percent the line ran at for the day. Also I would like to know if any of those lines had coverage through that lines lunch period and if any lines went home. I would like that for the last thirty days. Thanks.

(b) About June 27, 2017, the Union, by email from Brian Taylor to Melissa Johnson, Scott Mount, and Kevin Murphy, reiterated, clarified, and expanded the request described above in subparagraph (a), by requesting that Respondent furnish the Union with the following information:

> I am looking to find out what product every line has ran in the past 30 days. I am looking to find out what the company considers the standard is for each of those products. I am looking to find out what the company considers the line speed to be for each of those products. And finally I am looking to find out how fast the lines were on those days for each product. In short I am looking to find

out four things for each line for the last 30 days. What product was run, what the company standard is in terms of how much the company feels should get done in an 8 hour period, What the company feels the line speed should be to attain the standard, and what speed the line actually ran at.

(c) About July 24, 2017, the Union by Brian Taylor, in a conversation with Melissa Johnson, Scott Mount, and Kevin Murphy, requested that Respondent furnish the Union with "breakdown sheets" for all of its products similar to the breakdown sheet it provided the Union that day for "8.5 oz. C/B Body Oil."

(d) About August 29, 2017, the Union, by email from Brian Taylor to Melissa Johnson, Scott Mount, and Kevin Murphy, reiterated the request described above in subparagraph (c).

(e) The information requested by the Union, as described above in subparagraphs (a) through (d), is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Unit.

(f) Since about June 15, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (a).

(g) Since about June 27, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (b).

(h) Since about July 24, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (c).

(i) Since about August 29, 2017, Respondent has failed and refused to furnish the Union with the information requested by it as described above in subparagraph (d).

7. By the conduct described above in paragraph 6, 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.

8. 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 July 12, 2018 or postmarked on or before July 11, 2018**. 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.nlrb.gov, click on **E-File 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 at **10:00 a.m.** on **September 20, 2018** and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board at 615 Chestnut Street, Suite 710, Philadelphia, Pennsylvania. 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.

Signed at Philadelphia, Pennsylvania this 28th day of June, 2018.

DENNIS P. WALSH
Regional Director, Region Four
National Labor Relations Board

EXHIBIT 3

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34

HAYWARD LABORATORIES, INC. and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 773	CASE NO. 04-CA-213560

ANSWER AND SEPARATE DEFENSES OF HAYWARD LABORATORIES, INC. TO COMPLAINT AND NOTICE OF HEARING

Respondent Hayward Laboratories, Inc. ("Hayward"), for its Answer to the Complaint and Notice of Hearing ("Complaint") issued by the Regional Director on June 28, 2018, states as follows:

GENERAL DENIAL

Except as otherwise expressly stated herein, Hayward denies each and every allegation contained in the Complaint, including, without limitation, any allegations contained in the preamble, paragraphs, subparagraphs, headings, or subheadings of the Complaint, and Hayward specifically denies that it violated the National Labor Relations Act ("NLRA") in any of the manners alleged in the Complaint or in any other manner. Pursuant to Section 102.20 of the Board's rules, averments in the Complaint to which no responsive pleading is required shall be deemed denied. Hayward expressly reserves the right to seek to amend and/or supplement its Answer as may be necessary.

RESPONSE TO SPECIFIC ALLEGATIONS OF THE COMPLAINT

In response to the specific allegations of the Complaint, Hayward states as follows:

Preamble: Hayward denies the allegations contained in the preamble, except to admit that the International Brotherhood of Teamsters Local 773 ("Union") has charged in Case No. 04-CA-213560 that Hayward has engaged in certain unfair labor practices prohibited by the NLRA, and that the Regional Director issued this Complaint based on the Union's charge.

1. Hayward admits the allegations of Paragraph 1.

2(a). Hayward admits the allegations of Paragraph 2(a).

2(b). Hayward admits the allegations of Paragraph 2(b).

2(c). Hayward admits the allegations of Paragraph 2(c).

3. Hayward admits the allegations of Paragraph 3.

4. Hayward admits the allegations of Paragraph 4, except that it denies that Melissa Johnson's title is "Director of Human Resources" or that Kevin Murphy's title is "Manufacturing Director."

5(a). Hayward denies the allegations of Paragraph 5(a).

5(b). Hayward admits that it has recognized the Union as the exclusive collective bargaining representative of a unit of employees described in successive collective-bargaining agreements, the most recent of which is effective from January 1, 2017, to December 31, 2024. ("the CBAs") Except as so stated, Hayward denies the allegations of Paragraph 5(b).

5(c). Hayward admits that the Union has been the exclusive collective bargaining representative of a unit of employees described in the CBAs. Except as so stated, Hayward denies the allegations of Paragraph 5(c).

6(a). Hayward admits to existence of the e-mail dated June 15, 2017, referenced in Paragraph 6(a); refers to said e-mail for its contents; denies the allegations of Paragraph 6(a) to the extent inconsistent therewith; and denies all other allegations of Paragraph 6(a).

6(b). Hayward admits to existence of the e-mail dated June 27, 2017, referenced in Paragraph 6(b); refers to said e-mail for its contents; denies the allegations of Paragraph 6(b) to the extent inconsistent therewith; and denies all other allegations of Paragraph 6(b).

6(c). Hayward denies the allegations of Paragraph 6(c).

6(d). Hayward admits to existence of the e-mail dated August 29, 2017, referenced in Paragraph 6(d); refers to said e-mail for its contents; denies the allegations of Paragraph 6(d) to the extent inconsistent therewith; and denies all other allegations of Paragraph 6(a) of the Complaint.

6(e). Hayward denies the allegations of Paragraph 6(e).

6(f). Hayward denies the allegations of Paragraph 6(f).

6(g). Hayward denies the allegations of Paragraph 6(g).

6(h). Hayward denies the allegations of Paragraph 6(h).

6(i). Hayward denies the allegations of Paragraph 6(i).

7. Hayward denies the allegations of Paragraph 7.

8. Hayward denies the allegations of Paragraph 8.

SEPARATE DEFENSES

Without assuming any burden of proof, persuasion, or production not otherwise legally assigned to it as to any element of the claims alleged in the Complaint, Hayward asserts the following defenses:

1. The Complaint and each purported claim for relief stated therein fails to allege facts sufficient to state a claim upon which relief may be granted.

2. The information requested by the Union is neither relevant to, nor necessary for, the Union's duties as the exclusive bargaining representative of the employees in the bargaining unit at issue.

3. The Union failed to demonstrate the relevance of the requested information.

4. The purported relevance of the requested information was not and should not have been apparent to Hayward under the circumstances.

5. Even if some or all of the information requested were relevant, Hayward had no obligation to respond to the Union's information requests because they were overly broad, vague, and ambiguous, and responding to the requests would be unduly burdensome to Hayward.

6. Even if some or all of the information requested were relevant, Hayward is not required to disclose it to the Union because it contains highly confidential and proprietary information belonging to the Company.

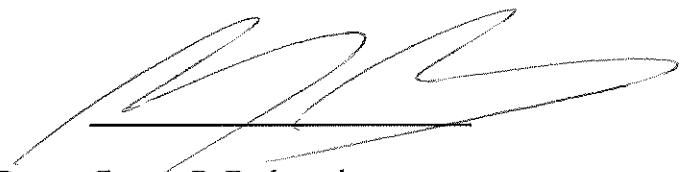
7. Even if some or all of the information requested were relevant, the Union waived any right it may otherwise have had to the information requested, and/or Hayward was otherwise privileged to refuse to comply with the Union's information request, as a result of the Collective Bargaining Agreement between Hayward and the Union.

8. Hayward reserves the right to assert such other defenses, whether factual or legal, as may appear applicable in the course of these proceedings.

WHEREFORE, Hayward respectfully submits that the Complaint lacks merit and should be dismissed in its entirety.

Respectfully submitted,

K&L GATES LLP



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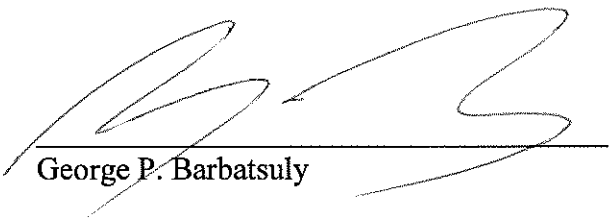
Hayward Laboratories, Inc.

Dated: July 11, 2018

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the aforesaid Answer were served on July 11, 2018, in the manner set forth below:

Dennis P. Walsh, Regional Director NLRB - Region 4 615 Chestnut Street Suite 710 Philadelphia, PA 19106-4413	E-filing on Agency Website
Quintes D. Taglioli, Esq. Markowitz & Richman 121 N. Cedar Crest Boulevard, 2nd Floor Allentown, PA 18104-4664	E-Mail (qdtaglioli@markowitzandrichman.com)



George P. Barbatsuly