

**UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

LOCAL 600, UNITED AUTOMOBILE,
AREOSPACE AND AGRICULTURAL
IMPLEMENT WORKERS OF AMERICA
(UAW), AFL-CIO,

Case No. 07-CB-221096

Respondent,

and

LLOYD STONER, an individual,

Charging Party.

**CHARGING PARTY LLOYD STONER'S POST-HEARING
BRIEF AND PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW**

I. INTRODUCTION

Charging Party Lloyd Stoner (“Charging Party” or “Stoner”) by and through his counsel, submits this Post-Hearing Brief and Proposed Findings of Fact and Conclusions of Law. Charging Party is employed by Ford Motor Company (“Ford”) within a bargaining unit represented by Respondent Local 600, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO (“Local 600” or “Union”). Charging Party filed an unfair labor practice (“ULP”) charge on May 24, 2018 alleging that the Union violated the National Labor Relations Act (“Act”) by failing to accept his resignation and revocation letter, by failing to cease accepting dues deducted from his wages after his resignation and revocation.¹ Charging Party filed his First Amended Charge on August 3, 2018. Region 7 of the National Labor Relations Board (“NLRB” or “Board”) issued a complaint in this matter on August 23, 2018 alleging that the Union unlawfully failed to accept Charging Party’s resignation and

¹ Charging Party’s ULP charge was received by Region 7 on May 29, 2018.

checkoff revocation, unlawfully retained money deducted from Charging Party's wages absent authorization, and, through these actions, caused or attempted to cause Ford to unlawfully discriminate against Charging Party.² A hearing was held on this matter on January 7, 2019, in Detroit, Michigan.

Based on the evidence submitted at the hearing and the applicable federal and Board law, the Union unquestionably violated the Act by failing to accept Charging Party's resignation and by failing to immediately cease accepting dues deducted from his wages after receiving his valid resignation and dues checkoff revocation.

II. PROPOSED FINDINGS OF FACT

On January 26, 1994, Charging Party signed a dues checkoff authorization ("checkoff") authorizing Ford to deduct membership dues from his wages and remit them to the Union. G.C.

Ex. 2. The terms of this checkoff, in pertinent part, are as follows:

I hereby assign to that Local Union of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International Union to the Company . . . such amount as may be in effect, from time to time, during the effective period of this assignment and authorization, and due from me to the Union as my monthly membership dues in said Union, and (if owing by me) any initiation fee. I authorize and direct you . . . to deduct such amounts from my pay . . . , and to remit the same to the above Local Union. This assignment and authorization may be revoked by me only at the times and in the manner hereinafter provided. I may revoke this assignment as of any anniversary date hereof by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, not more than twenty (20) days and not less than ten (10) days before any such anniversary date. I may also revoke this assignment by written notice, signed by me, of such revocation received by the Company by registered mail, return receipt requested, at any time when there is not in effect between the Company and the Union an agreement that the Company will check off membership dues on behalf of the Union.

² Charging Party filed a parallel ULP charge against Ford in Case No. 07-CA-221045, which was severed from the instant case before the January 7, 2019 hearing and settled by informal settlement agreement approved on January 10, 2019.

G.C. Ex. 2. Importantly, this checkoff does not state that Charging Party agreed to pay dues or fees to the Union *after* his union membership ceased, nor does it in any way indicate that the checkoff would be irrevocable irrespective of his membership status. Moreover, it only provides for the deduction of “membership dues” owed to the Union.

On or about March 9, 2018, Charging Party sent a letter to Local 600 and Ford resigning from the Union and revoking his checkoff, specifically noting that the checkoff was “signed solely in conjunction with, and in contemplation of, [his] becoming a member of the union.” G.C. Ex. 3; Tr. 22:15-23:16. Mark DePaoli, Local 600’s Financial Secretary, admitted that the Union received this letter on or about March 12, 2018. Tr. 58:8-11, 62:1-6; *see also* G.C. Ex. 4. The Union failed to respond to this letter, failed to notify Ford to stop collecting dues, and continued to accept the dues deducted from Charging Party’s wages by Ford. G.C. Exs. 8-12, 14.

On May 24, 2018, Charging Party filed a ULP charge with the NLRB, initiating the instant proceedings.³ After the filing of the ULP charge, dues were deducted from Charging Party’s paychecks dated June 4 and 8, 2018 and accepted by the Union. G.C. Exs. 10-12. At some point after June 8, 2018, the Union ceased accepting dues deducted from Charging Party’s wages—finally acknowledging Charging Party’s resignation and revocation letter at least implicitly—but continued to retain the amounts previously deducted and accepted from his wages. *See* G.C. Ex. 10; Tr. 40:1-25.⁴

³ The charge was received by the Region on May 29, 2018. *See* Compl. at 1.

⁴ The Union introduced a host of evidence about the inadequacies of its office staff and internal procedures in an attempt to excuse its admitted failure to immediately accept Charging Party’s resignation and checkoff revocation. *See, e.g.*, Tr. 58-67, 72-75; Resp’t Exs. G-I, L. Specifically, the Union introduced evidence regarding having temporary secretaries on duty and the workload of its Financial Secretary Mark DePaoli. For example, Mr. DePaoli testified that the Union was busy and “there was a lot going on.” Tr. 65:10-11; *see also* Tr. 58-67, 72-73; Resp’t Exs. G-I, L. This evidence is irrelevant to whether or not the Union violated the Act by coercing and restraining

In a letter to Charging Party dated August 16, 2018, DePaoli noted that dues deductions should have ceased and that he was authorized to refund the dues deducted from Charging Party's wages after the Union received his resignation and checkoff revocation. G.C. Ex. 14. The Union enclosed a check dated August 20, 2018 refunding Charging Party some, but not all, of the dues previously accepted and retained by the Union. G.C. Ex. 15; Tr. 32:5-17, 41:6-9. In the Union's August 16 letter, DePaoli bizarrely stated that, because Charging Party filed a charge with the NLRB, the process for refunding the amounts deducted from his wages and retained by the Union took longer. G.C. Ex. 14. In fact, DePaoli claimed that, had Charging Party not filed a ULP charge, he "could've resolved the issue just by getting copies of your check stubs that show the amount of dues deducted, and [he] could've reimbursed you within a week." G.C. Ex. 14. DePaoli offered no explanation as to why it took from March until August for the Union to even attempt to rectify the situation or why Charging Party's ULP charge hindered his ability to receive a prompt refund. The Union still has not refunded all of the money it accepted and retained from Charging Party's wages and, to date, Charging Party has not been made whole. Tr. 41:6-9.⁵

Charging Party in the exercise of his Section 7 rights, and is therefore excluded from the findings of relevant facts. This evidence, and its irrelevancy, is addressed in Section B, *infra*.

⁵ Counsel for General Counsel notes in her brief that an informal settlement agreement (which is not in the record) was reached in the parallel case against Ford, Case No. 07-CA-221045. G.C. Br. at 9, n.4. That agreement was not signed by Charging Party until after the close of the January 7, 2019 hearing and was not approved by the Region until January 10, 2019. Moreover, the settlement is contingent, providing that Ford will pay Charging Party the amounts outstanding only "*if* Local 600 . . . has not paid" (emphasis added). To date, Charging Party has not been made whole by either Ford or the Union.

III. LEGAL ANALYSIS

A. The Union violated Sections 8(b)(1)(A) and (b)(2) of the Act by failing to immediately accept Charging Party’s resignation and checkoff revocation, and cease accepting dues deducted from his wages.

Section 7 of the Act protects employees’ rights, which include the right to refrain from joining a union and from assisting a union financially. 29 U.S.C. § 157. A union that violates these rights commits an unfair labor practice. 29 U.S.C. § 158(b)(1)(A).⁶ A union that causes or attempts to cause an employer to violate employees’ rights also violates the Act. *See* 29 U.S.C. § 158(b)(2).

i. The Union violated Section 8(b)(1)(A) by failing to accept Charging Party’s resignation.

An employee has the right to resign from a union at any time, without restriction. *See Pattern Makers’ League v. NLRB*, 473 U.S. 95, 100 (1985). “For more than 30 years, and with the Supreme Court’s approval, the Board has adhered to the principle that ‘any restrictions placed by a union on its members’ right to resign are . . . unlawful’ because, among other reasons, ‘when a union seeks to delay or otherwise impede a member’s resignation, it directly impairs the employee’s Section 7 right to resign or otherwise refrain from union or other concerted activities.’” *Local 58, IBEW (Paramount Indus., Inc.)*, 365 NLRB No. 30, slip op. at 2 (Feb. 10, 2017), *enforced*, 888 F.3d 1313 (D.C. Cir. 2018) (quoting *Machinists Local 1414 (Neufeld Porsche-Audi)*, 270 NLRB 1330, 1333 (1984)); *see Teamsters Local 385 (Walt Disney World Co.)*, 366 NLRB No. 96, slip op. at 1-2 (June 20, 2018); *see also UAW v. NLRB*, 865 F.2d 791 (6th Cir. 1989); *NLRB v. Local 73, Sheet Metal Workers’ Int’l Ass’n*, 840 F.2d 501 (7th Cir.

⁶ Charging Party believes that, pursuant to the Board’s decision in *Teamsters Local 385 (Walt Disney World Co.)*, 366 NLRB No. 96 (June 20, 2018), the statutory analysis under NLRA Sections 7 and 8 is dispositive, and does not believe a duty of fair representation analysis is required. *Id.* at 2, n.4 (holding “it unnecessary to pass on the judge’s duty-of-fair-representation analysis.”). However, to the extent necessary, the duty of fair representation is addressed in Section B, *infra*.

1988); *Newspaper Guild Local 3 (N.Y. News)*, 271 NLRB 1251 (1984); *Engineers & Scientists Guild (Lockheed-Cal.)*, 268 NLRB 311 (1983).

A union's failure to timely process an employee's resignation constitutes such an unlawful restriction on resignation. See *Affiliated Food Stores*, 303 NLRB 40, 40 n.2, 45 (emphasis added) (“[N]o restrictions, impediments, or *delays* may lawfully be placed on a member's right to resign from a union.”); *id.* (holding a 10-week delay in honoring an employee's resignation violated the Act); *Teamsters Local 385*, 366 NLRB No. 96, slip op. at 2; *Teamsters Local 377 (St. Elizabeth Health Ctr.)*, Case No. 8-CB-9415-1, 2004 WL 298352 (Feb. 11, 2004, NLRB Div. Judges) (noting that “any undue delay in accepting an employee's resignation constitutes unlawful interference with the employee's Section 7 right to resign” and finding a 9-week delay a violation of the Act).

Here, the Union received Charging Party's resignation letter on March 12, 2018. The Union failed to act on this resignation in any manner for nearly three months—dues continued to be deducted from Charging Party's wages until June 8, 2018—and did so only after Charging Party filed his ULP charge. This delay is inexcusable and is longer than the delays found to violate the Act in *Affiliated Food Stores*, 303 NLRB at 40 n.2 (10 weeks) and *Teamsters Local 377*, Case No. 8-CB-9415-1 (9 weeks). Therefore, the Union's failure to immediately accept Charging Party's resignation violated the Act.

ii. The Union violated Section 8(b)(1)(A) by accepting and retaining dues deducted from Charging Party's wages absent authorization.

As stated above, an employee has a right to refrain from financially supporting a union. 29 U.S.C. § 157. Therefore, when an employee resigns his union membership in the absence of a “union security” clause, his obligation to pay union dues thereby ceases. A union must promptly act on an employee's checkoff revocation; a failure to do so, or actions to delay or

impose additional hurdles, violates the Act. See *Felter v. S. Pac. Co.*, 359 U.S. 326 (1959); *Peninsula Shipbuilders' Ass'n v. NLRB*, 663 F.2d 488 (4th Cir. 1981).

In *International Brotherhood of Electrical Workers, Local No. 2088 (Lockheed Space Operations Company, Inc.)*, 302 NLRB 322, 329 (1991) (hereafter, "*Lockheed*") the Board outlined the limited circumstance in which an employee can waive this right refrain from financially assisting a union. Such a situation occurs when an employee signs a checkoff with language: (1) authorizing an employer to deduct, and a union to accept, union dues deducted from his wages even after he resigns from the union; and (2) limiting his ability to revoke this authorization to a specific period during the year.

Specifically, *Lockheed* stated: "Explicit language within the checkoff clearly setting forth an obligation to pay dues even in the absence of union membership will be required to establish that the employee has bound himself or herself to pay the dues even after resigning membership." *Id.* The Act's policy of voluntary unionism "warrants the application of a test that will assure that the extraction of moneys from an employee's wages to assist a union, if not authorized by a lawful union-security clause, is in accord with the employee's voluntary agreement. If the employee did not agree, when he signed the authorization, to have 'regular membership dues' deducted even when he is no longer a union member, then the employee's continued financial support of the union is not clearly 'voluntary' after he has resigned." *Id.* at 328.

Without such explicit waiver language, the Act allows an employee to revoke his checkoff upon resignation, regardless of any window period stated in the terms of the checkoff. See *In re Allied Prod. Workers Union Local 12*, 337 NLRB 16, 19 (2001); *Graphic Comm'cns Int'l Union Local 735-S*, 330 NLRB 32, 34 (1999); *United Steelworkers of Am., Local 4671*, 302

NLRB 367, 368 (1991); *UFCW Local 540*, 305 NLRB 927, 928 (1991); *Baltimore Sun Co.*, 302 NLRB 436, 437 (1991); *Int'l Woodworkers of Am.*, 304 NLRB 100, 101 (1991). A union violates the Act by causing an employer to remit and accepting dues deducted from an employee's wages without a valid authorization. *See Newport News Shipbuilding & Dry Dock Co.*, 253 NLRB 721, 726 (1980); *NLRB v. Atlanta Printing Specialties*, 523 F.2d 783, 784-85 (5th Cir. 1975).

Charging Party's checkoff does not contain *any* language, explicit or otherwise, "clearly setting forth an obligation to pay dues even in the absence of union membership." *Lockheed*, 302 NLRB at 329; G.C. Ex. 2. Therefore, his obligation to pay Union dues ceased automatically upon his resignation. His contemporaneous checkoff revocation was valid and the Union's continued acceptance of dues deducted from his wages was unlawful. *See Lockheed*, 302 NLRB at 329. Interestingly, the Union does not seem to dispute this governing legal standard or its application, but rather justifies its failure to act on other grounds that are essentially irrelevant to the *Lockheed* analysis. *See, e.g., Teamsters Local 385*, 366 NLRB No. 96, slip op. at 1-2 (union violates the Act by ignoring, or delaying responses to, employees' resignations and checkoff revocations).

In short, the terms of the checkoff that Charging Party signed govern his obligations (if any) to the Union, *Local 58, IBEW (Paramount Indus., Inc.)*, 365 NLRB No. 30, at 3-4 (Feb. 10, 2017) (union may not "unilaterally impose[] new restrictions on dues checkoff authorizations, without the assent of individual members"), and, therefore, the Board's *Lockheed* decision compels a finding that the Union violated the Act by continuing to accept dues deducted from Charging Party's wages after he tendered his resignation and checkoff revocation.

iii. The Board found a violation of the Act in a nearly identical circumstance in *Teamsters Local 385*.

In *Teamsters Local 385*, 366 NLRB No. 96, the Board found that a union violated the Act in a nearly identical situation. In that case, employee Hector Santana-Quintana resigned from the union and validly revoked his dues checkoff authorization on May 20. *Id.*, slip op. at 7. Local 385 failed to respond to Santana-Quintana, and union dues continued to be deducted from his wages. *Id.* After Local 385 failed to respond, Santana-Quintana filed an unfair labor practice charge on September 17. *Id.* Upon receiving the unfair labor practice charge, on September 22, Local 385 sent Santana-Quintana a letter accepting his resignation and checkoff authorization, stating that his letter had been misfiled and refunding him the full amount deducted from his wages. *Id.* The Board found that Local 385 violated the Act by failing to promptly respond to or honor Santana-Quintana's resignation request. *Id.*, slip op. at 2 (citing *Affiliated Food Stores*, 303 NLRB at 40 n.2, 45 (holding a union's 10-week delay in honoring an employee's resignation violated the Act)). Additionally, the Board found that Local 385 violated Section 8(b)(1)(A) by also failing to timely respond to Santana-Quintana's checkoff revocation. *Id.* Despite Local 385 reimbursing Santana-Quintana for the *full amount* deducted from his wages, the Board ordered it to pay interest on the amounts deducted, along with a notice posting remedy. *Id.*, slip op. at 3.

Here, the Union's actions against Charging Party Stoner are almost identical to the actions of Local 385 with respect to Santana-Quintana. Charging Party resigned from the Union and revoked his checkoff in a letter dated March 9, 2018, which the Union admitted it received by March 12, 2018. Like Santana-Quintana, Charging Party did not receive a response from the Union until over five months later. Charging Party filed his ULP charge on May 29, 2018, over two months after the Union received his letter. Compl. at 1. Like Local 385, it was only *after* the Union received the ULP charge that it finally notified Ford to stop dues deductions from

Charging Party's wages. Resp't Exs. I, O. Moreover, it took almost three additional months, until at least August 20, 2018, for the Union to *partially* reimburse Charging Party for the amounts unlawfully deducted from his wages without authorization. G.C. Exs. 14-15, Resp't Exs. L-N. As indicated *supra*, the Union has yet to reimburse Charging Party for the full amount unlawfully deducted from his wages and accepted by the Union, unlike Local 385, which refunded Santana-Quintana in full. *See* Tr. 41:6-9. Thus, *Teamsters Local 385* requires a finding that the Union violated the Act by similar conduct.

iv. The Union's conduct violated Section 8(b)(2) of the Act.

The foregoing actions also violated Section 8(b)(2) of the Act, as the Union's failure to immediately accept and act upon Charging Party's resignation and checkoff revocation caused or attempted to cause Ford to deduct dues from Charging Party's wages and remit them to the Union absent authorization. 29 U.S.C. § 158(b)(2); *see also* 29 U.S.C. §158 (a)(3); *see also* *Newport News 253 NLRB at 726; Atlanta Printing Specialties, 523 F.2d at 784-85.*

B. The Union has no relevant or legal justification for its unlawful actions.

i. Union's purported defenses are irrelevant and inapplicable.

It appears that the Union's defense is two-fold. First, it reads a scienter requirement into the statutory language and second, its defense rests on a contorted view of the duties it actually owes to employees under the duty of fair representation—an analysis that is wholly inappropriate in this case.

First, the Act does not require a violation to be “intentional” or “with knowledge aforethought.” *See* Ans. ¶ 12(c)-(d). Tr. 14:9, 15:24-25. Rather, NLRA Section 8 proscribes “any action by an employer or union that ‘has a reasonable tendency’ to coerce or restrain employees in the exercise of their Section 7 rights.” *Tamosiunas v. NLRB*, 892 F.3d 422, 429

(D.C. Cir. 2018) (citing *NLRB v. SEIU Local 254*, 535 F.2d 1335, 1337-38 (1st Cir. 1976)). Therefore, the Union’s defense that its actions were not intentional but rather were the products of “administrative error and/or misplacement” are completely irrelevant. Simply stated, actions that restrain and coerce an employee like the Charging Party in the exercise of his Section 7 rights are unlawful, no matter what the cause or excuse. Ans. ¶ 12(c)-(d); *see also Local 58, IBEW*, 365 NLRB No. 30. Similarly, “placing wooden obstructions in the road” to block or delay an employee’s exercise of his Section 7 rights is per se unlawful. *SEIU Local 254*, 535 F.2d at 1338; *Teamsters Local 385*, 366 NLRB No. 96.

Second, as the Board found in *Teamsters Local 385*, 366 NLRB No. 96, slip op. at 2 n.4, a duty of fair representation analysis is neither necessary or appropriate in a case like this, where the Union, upon receiving a valid resignation and revocation request, simply ignored it and failed to timely act on it. *Id.* (holding “it unnecessary to pass on the judge’s duty-of-fair-representation analysis.”) Member Pierce noted: “Because the Respondent denied [charging party’s] . . . timely requests to revoke [his] dues checkoff authorization[], Member Pierce finds that [he] w[as] thereby restrained and coerced in the exercise of [his] Sec. 7 right to refrain from supporting Respondent.” *Id.* Therefore, the Union’s attempt to justify its actions as a mere mistake or administrative error that does not rise to the level of a violation of the Act is simply wrong.

Even if, *arguendo*, the Union is entitled to some type of “wide range of reasonableness” standard under the duty of fair representation (which it is not), *see generally, Air Line Pilots Ass’n, Int’l v. O’Neill*, 499 U.S. 65, 67 (1991), the Union’s action of failing to act upon a resignation and revocation letter for many months (while continuing to accept and retain Charging Party’s money) is not reasonable under any circumstances.

Indeed, the Union’s “dog ate my homework” defense—the sole purported justification for

its failure to timely cease accepting the dues—falls woefully flat. Essentially, the Union’s excuse is that DePaoli drafted a letter to Ford to cut off the dues collections, but the letter was never sent because the regular secretaries were absent and he was too busy to follow up. *See* Tr. 66-67. Specifically, DePaoli claimed that he drafted a letter to Ford to stop Charging Party’s dues deductions and sent it to a secretary for printing on letterhead; but had no knowledge of what happened with the letter after he sent it to the secretary. Tr. 65:1-4. However, he also admitted that he personally signs all of his letters. Tr. 74:21-75:1. Therefore, even assuming DePaoli’s story to be true, he knew or should have known that his letter stopping Charging Party’s dues deductions was never sent to Ford because he never received a copy to sign. DePaoli testified that he had “a lot going on,” Tr. 65:8-11, but being “too busy” cannot be a valid justification for violating Charging Party’s Section 7 rights. DePaoli further stated that the refund check was delayed because he required a payroll report from Ford to determine how much was deducted. Tr. 72:15-73:10. However, DePaoli’s August 16 letter admitted that he could have procured this information by getting copies of Charging Party’s pay stubs, and then could have provided reimbursement within a week. G.C. Ex. 14. DePaoli provided no valid explanation for why he did not use this easy “pay stub” method for refunding the full amount unlawfully retained by the Union from Charging Party’s wages—the filing of an NLRB charge does not in any way hinder the Union from procuring Charging Party’s paystubs. G.C. Ex. 14.⁷

In short, the Union’s purported justifications for its unlawful actions do not absolve it of violating the Act, or of the obligation to provide Charging Party the full remedy to which he is entitled under the Act.

⁷ In any event, a refund procedure that discriminates against Charging Party for protecting his Section 7 rights by filing a ULP charge with the NLRB would appear to be legally dubious at best.

ii. The Union's August 16th letter is not a sufficient repudiation of its unlawful conduct.

The Union's ham-fisted attempt to correct its unlawful actions by sending Charging Party a belated letter and a *partial* dues refund is an insufficient repudiation of its violations. Pursuant to *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978), an effective repudiation must be: (1) timely; (2) unambiguous; (3) "specific in nature to the coercive conduct;" (4) "free from other proscribed illegal conduct;" (5) there must be adequate publication of the repudiation to the employees; (6) "there must be no proscribed conduct on the [Respondent's] part after the publication;" and (7) such repudiation or disavowal of coercive conduct must give assurances that there will no longer be interference with an employee's Section 7 rights. *Id.* at 138-39.

Here, the Union's August 16th letter fails to satisfy each and every *Passavant* requirement. The letter cannot even be considered a proper "repudiation," as it did not contain a refund for the full amount deducted nor did it admit that the Union violated the Act. The August 16th letter did not even attempt to justify or excuse the Union's actions by acknowledging that it made an administrative error. Rather, the letter appears to blame Charging Party for the delay because he protected his Section 7 rights by filing an unfair labor practice charge.⁸ Thus, the Union did not repudiate its unlawful actions and the August 16th letter cannot absolve the Union of its violations of the Act.

In conclusion, the Union's excuses for its conduct are unavailing and cannot be justification for its violation of Charging Party's Section 7 rights. The Union violated the Act by

⁸ Furthermore, the Union's letter was: (1) untimely, as it was sent over five months after Charging Party resigned and revoked his checkoff and nearly three months after he filed his May 24 ULP charge, *see Passavant* at 139 (finding the repudiation untimely where it was made seven weeks after the commission of the unfair labor practice and three days after the filing of the charge); (2) ambiguous and not specific regarding the coercive conduct, as it did not admit that the Union violated the Act, *see id.* (finding the statement "was neither sufficiently clear nor sufficiently specific" as "Respondent did not admit any wrongdoing but merely informed employees that information given them was 'not correct.'"); (3) not published in a way to inform employees of the repudiation; and (4) no assurances were given that employees' Section 7 rights would not be violated in the future.

failing to immediately accept Charging Party's resignation and checkoff revocation; by accepting and retaining deducted dues from his wages absent authorization; and by failing to instruct Ford to stop collecting dues. That is the sum and substance of this case, which is comfortably controlled by Board precedent in *Lockheed*, 302 NLRB 322; *Local 58, IBEW*, 365 NLRB No. 30; and *Teamsters Local 385*, 366 NLRB No. 96.

IV. PROPOSED CONCLUSIONS OF LAW

Charging Party recommends the following conclusions of law:

- A. The Union is a labor organization within the meaning of Section 2(5) of the Act;
- B. Ford Motor Company is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
- C. The Union has engaged in unfair labor practices in violation of Section 8(b)(1)(A) and (b)(2) of the Act by:
 - i. Failing to immediately accept and acknowledge Charging Party's resignation and valid dues deduction authorization revocation;
 - ii. Continuing to accept dues deducted from Charging Party's wages without authorization and by failing to instruct Ford to immediately cease dues collections;
 - iii. Failing to promptly and adequately refund to Charging Party all amounts deducted from his wages without a valid authorization; and
 - iv. Failing to promptly and adequately repudiate and remedy its unlawful conduct.

V. PROPOSED REMEDY

The Union should be required to:

1. Immediately cease and desist its unlawful behavior;
2. Recognize that Charging Party resigned and validly revoked his checkoff by and through his letter dated March 9, 2018 pursuant to current Board law;
3. Refund Charging Party any amounts the Union still unlawfully retains from his wages, plus interest on the entire amount unlawfully accepted and retained by the Union from Charging Party's wages;
4. Post a notice and communicate such a notice in the manner in which it regularly communicates with all employees pursuant to *In re J & R Flooring, Inc.*, 356 NLRB 11 (2010); and
5. Perform any additional relief deemed appropriate.

VI. CONCLUSION

For the reasons stated above, the Union should be found to have violated the Act in numerous respects.

Respectfully Submitted,

Date: February 15, 2019

/s/ Alyssa K. Hazelwood
Alyssa K. Hazelwood
Glenn M. Taubman
c/o National Right to Work Legal
Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA
703-321-8510
akh@nrtw.org
gmt@nrtw.org

Attorneys for Charging Party

CERTIFICATE OF SERVICE

I hereby certify that on February 15, 2019, a true and correct copy of Charging Party's Post-Hearing Brief and Proposed Findings of Fact and Conclusions of Law was filed electronically with the Division of Judges using the NLRB e-filing system, and copies were sent to the following parties via e-mail:

Administrative Law Judge Michael A. Rosas
Michael.Rosas@nlrb.gov

Kelly Temple
National Labor Relations Board, Region 7
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 300
Detroit, MI 48226-2569
kelly.temple@nlrb.gov
Counsel for the General Counsel

James R. Andary Esq.
Andary, Andary, Davis & Andary
10 South Main Street Suite 405
Mt. Clemens, MI 48043-7910
jamesrandary@andarydavislaw.com
Counsel for Respondent UAW Local 600

Dated: February 15, 2019

/s/ Alyssa K. Hazelwood
Alyssa K. Hazelwood
c/o National Right to Work Legal
Defense Foundation, Inc.
8001 Braddock Road, Suite 600
Springfield, VA
703-321-8510
akh@nrtw.org