

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

ARGOS USA LLC d/b/a)
ARGOS READY MIX, LLC,)
)
Respondent,)
)
and)
)
CONSTRUCTION AND CRAFT WORKERS)
LOCAL UNION NO. 1652, LABORERS')
INTERNATIONAL UNION OF NORTH)
AMERICA, AFL-CIO)
)
Charging Party.)

**Cases: 12-CA-196002
12-CA-203177**

RESPONDENT'S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE'S DECISION

FISHER & PHILLIPS LLP
DOUGLAS R. SULLENBERGER
1075 Peachtree Street, NE
Suite 3500
Atlanta, Georgia 30309
Telephone: (404) 231-1400
Facsimile: (404) 240-4249
dsullenberger@fisherphillips.com

FISHER & PHILLIPS LLP
REYBURN W. LOMINACK, III
1320 Main Street
Suite 750
Columbia, South Carolina 29201
Telephone: (803) 255-0000
Facsimile: (803) 255-0202
rlominack@fisherphillips.com

Attorneys for Respondent

I. INTRODUCTION

Pursuant to Section 102.46 of the Board's Rules and Regulations, Respondent Argos USA LLC d/b/a Argos Ready Mix, LLC (Respondent or Argos), by and through the undersigned counsel, hereby timely files these exceptions to Administrative Law Judge Kimberly R. Sorg-Graves' May 14, 2019 Decision. The specific grounds for these exceptions and citations are set forth in Argos' supporting brief, which is filed concurrently herewith. With these exceptions, Argos hereby requests oral argument before the Board.

II. EXCEPTIONS

1. To the judge's finding that Argos-Florida "is simply a geographical region established by Respondent's supervisory structure" and not a "separate entity" (ALJD p. 3, fn. 5).
2. To the judge's finding that "the policies at issue applied to all of Respondent's employees regardless of which geographical area in which (sic) they work" (ALJD p. 3, fn. 5).
3. To the judge's failure to note that substantial evidence was presented to clearly show that Respondent's ready-mix trucks weigh 70,000 pounds when loaded, thereby increasing safety concerns and justifying standards beyond the minimum established for lower weight vehicles under the FMCSA (ALJD p. 4, line 40).
4. To the judge's finding that drivers are allowed to take "at least short breaks" at the facility "between loads" while failing to acknowledge record evidence establishing that they frequently take relatively long breaks (ALJD p. 5, lines 5-6).
5. To the judge's suggestion that no testimony was presented to offer how much average "break time" between loads drivers typically enjoyed each day or week (ALJD p. 5, lines 8-12).
6. To the judge's finding that "[a]ll of Respondent's employees are required to sign

its ‘Electronic Communications Policy Acknowledgment Form’ . . .” (ALJD p. 6, lines 40-41).

7. To the judge’s finding that Respondent was not justified in providing information concerning only the batch plant employees’ lack of access to Respondent’s email system and that Respondent “specifically avoided the issue” of whether the Argos electronic communications policy applies to “statutory employees” other than those at the Naples, Florida batch plant operation (ALJD p. 7, lines 8-11).

8. To the judge’s finding that certain portions of Argos’ work rules and policies regarding cell phone use have been in effect since at least June 1, 2014, “at all of its facilities” (ALJD p. 7, lines 15-16).

9. To the judge’s suggestion that it is relevant that Argos’ cell phone prohibition in the ready-mix trucks is “more restrictive than the FMCSA regulations” (ALJD p. 8, lines 27-28).

10. To the judge’s suggestion that it is relevant that minimum FMCSA regulations regarding cell phone usage in truck cabs require hands free operation and failure to recognize that none of the Argos-Florida trucks have hands free capabilities (ALJD p. 8, lines 27-31).

11. To the judge’s imposition of an improper burden of proof on Respondent by discounting witness Beer’s testimony because Respondent failed to present “documentary evidence” supporting Beer’s “assertion that cell phone usage played a role in” two fatal accidents (ALJD p. 8, lines 34-36).

12. To the judge’s finding that Beer did not “adequately explain” his basis for concluding that cell phone usage contributed to the cause of two fatal accidents involving Argos drivers (ALJD p. 8, lines 38-39).

13. To the judge’s finding that the evidence did not establish that “mere possession of a cell phone in a ready-mix truck caused any accident” (ALJD p. 8, lines 41-44).

14. To the judge's finding that the two fatal accidents "occurred well after the cell phone policy was instituted" and therefore "could not have been the impetus for enacting it," when the issue at hand involves Respondent's *maintenance* of the policy (ALJD p. 9, lines 1-2).

15. To the judge's refusal to consider Excellent's specific testimony as to whether he, as a statutory employee, perceived Respondent's cell phone policies as impacting employees' Section 7 rights (ALJD p. 10, fn. 10).

16. To the judge's finding that "Beer explained that based upon the circumstances, Respondent believed that Excellent had his cell phone with him in the cab of the truck" (ALJD p. 11, lines 2-3).

17. To the judge's finding that "Beer testified that he was willing to work with Rolle to attempt to verify Excellent's claim that he did not possess the phone in his work truck . . ." (ALJD p. 11, lines 9-11).

18. To the judge's failure to draw an adverse inference based on Excellent's (and the Union's) failure to provide his cell phone records (ALJD p. 11, lines 1-11, 16-18).

19. To the judge's failure to acknowledge the significance of Respondent engaging in lengthy negotiations with the Union before actually imposing discipline on Excellent and reaching "impasse in negotiations" before the termination was effected (ALJD p. 11, lines 19-20).

20. To the judge's reliance on evidence of discipline outside the South Florida area (ALJD p. 12, lines 28-45, p. 13, lines 1-4) to support her erroneous conclusion that Excellent's "immediate" suspension constituted "discretionary" discipline (ALJD p. 25, line 39, p. 26, lines 4).

21. To the judge's conclusion that it is "necessary to apply individual scrutiny to the rules at issue in this matter by evaluating them in light of the two-part standard set forth in *Boeing*"

(ALJD p. 14, fn. 12).

22. To the judge's finding that "the rules at issue in this case are facially neutral rules that, when reasonably interpreted, would potentially interfere with the exercise of rights afforded by the Act . . ." (ALJD p. 14, lines 4-6).

23. To the judge's reliance on *Cintas Corp.*, 344 NLRB 943 (2005), *enfd.* by *Cintas Corp. v. NLRB*, 482 F.3d 463 (D.C. Cir. 2007), in concluding that the *Boeing* Board majority "did not specifically address the concept of a facially neutral rule being unlawful because it is overbroad and more tailored language would protect the employer's legitimate business justifications without or with less infringement on employees' Section 7 rights" (ALJD p. 14, lines 18-22).

24. To the judge's conclusion that *Boeing* "seems to support the idea that the extent of the infringement on employees' rights (i.e. the broadness of the rule) is part of the balancing test" (ALJD p. 14, lines 22-25).

25. To the judge's conclusion that she "must assess the lawfulness of Respondent's employee confidential information agreement and its electronic communications policy; even though, there is no evidence in the record that these rules have been used to discipline any employee (ALJD p. 14, lines 30-31).

26. To the judge's finding that "a reasonable employee would interpret the inclusion of the term earnings to include employee wages in the context of [the confidential information] rule" (ALJD p. 15, lines 19-21).

27. To the judge's failure to give weight to the overall context of the confidential information rule in concluding that "a reasonable employee would interpret the inclusion of the term earnings to include employee wages . . ." (ALJD p. 15, lines 19-21).

28. To the judge's failure to consider the absence of evidence that employees

interpreted “earnings” in the confidential information rule as prohibiting them from discussing wages (ALJD p. 15, lines 10-25).

29. To the judge’s finding that “a reasonable employee would likely interpret the term ‘employee information’ to include a broad range of information about employees, such as names, addresses, phone numbers, wages, raises, benefits, promotions, discipline, etc.” (ALJD p. 15, lines 26-28).

30. To the judge’s finding that “a reasonable employee would likely interpret the term ‘employee information’ to include a broad range of information about employees, such as names, addresses, phone numbers, wages, raises, benefits, promotions, discipline, etc.” (ALJD p. 15, lines 26-28).

31. To the judge’s failure to consider the absence of evidence that employees interpreted “employee information” in the confidential information agreement as prohibiting them from discussing “a broad range of information about employees, such as names, addresses, phone numbers, wages, raises, benefits, promotions, discipline, etc.” (ALJD p. 15, lines 26-28).

32. To the judge’s finding that “it is difficult to derive another meaning of the term [employee information] based upon the context of the list, because it is not a logical extension of that list and sticks out as not being related to the other terms” (ALJD p. 15, lines 28-30).

33. To the judge’s conclusion that within the context of multiple confidentiality provisions protecting investments, proprietary and other financial interests, use of the term “employee information” could *only* be interpreted to prohibit employees from discussing wages and benefits (ALJD p. 15, lines 15-21).

34. To the judge’s finding that “[w]ithout a readily apparent alternative meaning based upon the context of the provision, reasonable employees will interpret [employee information] to

mean that no employee is permitted to share employee information despite how they acquired that information” (ALJD p. 16, lines 4-6).

35. To the judge’s suggestion that Respondent’s confidentiality rule should have included exceptions “which would permit employees to discuss their general knowledge of employee contact information, compensation, discipline, or any other specific terms and conditions of employment with fellow employees or the public” (ALJD p. 16, lines 6-9).

36. To the judge’s finding that Respondent’s confidentiality rule “when reasonably interpreted, would potentially interfere with the exercise of NLRA rights . . .” (ALJD p. 16, 23-24).

37. To the judge’s assertion that she “reasonably interpreted” Respondent’s confidentiality rule (ALJD p. 16, line 26).

38. To the judge’s finding that Respondent’s confidentiality rule prohibits “employees from discussing or sharing employee information including employee earnings” (ALJD p. 16, lines 33-34).

39. To the judge’s finding that Respondent’s confidentiality rule “is not narrowly tailored” (ALJD p. 16, lines 36-37).

40. To the judge’s finding that Respondent “failed to assert any justification for necessity of including [the terms earnings and employee information] in order to protect its proprietary interests” where counsel for the General Counsel failed to meet her initial burden of proving the rule was unlawful (ALJD p. 16, lines 37-38).

41. To the judge’s conclusion that “Respondent’s maintenance of a rule requiring employees to keep confidential earnings and employee information violates Section 8(a)(1) of the Act” (ALJD p. 16, lines 40-42).

42. To the judge's conclusion that "[i]f an employer maintains a ban on employee use of its email system for personal communications during nonwork time the rule is presumed unlawful . . ." without clarifying that such presumption applies only where employees have rightful access to their employer's email system in the course of their work (ALJD p. 17, lines 20-24).

43. To the judge's conclusion that "[t]he fact that the ready-mix unit employees focused upon in this case did not have access to the email system is not dispositive of the issue of whether the rule unlawfully infringes on any of Respondent's employees' Section 7 rights" (ALJD p. 17, lines 27-29).

44. To the judge's finding that "[t]he evidence reflects that Respondent requires all of its employees to sign the [electronic communications] policy" (ALJD p. 17, lines 29-30).

45. To the judge's finding that "there are some statutory employees assisting in the operations of a company the size of Respondent's with access to its email system . . ." despite recognizing "a failure by General Counsel in soliciting any relevant evidence on this issue" (ALJD p. 17, lines 34-38).

46. To the judge's improper imposition of the burden on Respondent to prove that its electronic communications policy is not enforced against "some [unidentified] statutory employees," when the geographic scope of complaint itself is confined to Respondent's batch plant employees in Florida (ALJD p. 17, lines 34-38).

47. To the judge's finding that Respondent employs "statutory employees with access to its email system," in the absence of "relevant evidence on this issue" (ALJD p. 17, lines 34-38, 40-41).

48. To the judge's finding that Respondent failed to present "evidence to rebut [the] presumption" that "the Board presumes the policy to be an unlawful invasion on their Section 7

rights” (ALJD p. 17, line 41, p. 18, line 1).

49. To the judge’s finding that Respondent’s electronic communications policy violates Section 8(a)(1) “to the extent” it is “applied to statutory employees with access to the email system,” particularly in the absence of evidence that “statutory employees” have such “access” (ALJD p. 18, lines 1-4).

50. To the judge’s conclusion that Respondent, although proving it “has a legitimate safety interest in forbidding . . . cell phones while driving heavy (70,000 pounds) commercial vehicles,” is obligated to “narrowly tailor” its cell phone policies in order not to violate any entirely speculative Section 7 rights (ALJD p. 18, lines 8, 14-16).

51. To the judge’s finding that Respondent’s policy unlawfully “denies [employees] access to their cell phones during non-work time” (ALJD p. 18, lines 15-16).

52. To the judge’s finding that Respondent’s cell phone policy “effectively prevents” drivers from “discussing, photographing or recording information about their terms and conditions of employment” “while away from the facility” (ALJD p. 18, lines 36-37).

53. To the judge’s conclusion that Respondent’s cell phone policy should be analyzed under the second prong of *Boeing* (ALJD p. 18, lines 37-39).

54. To the judge’s finding that “[e]mployees’ personal cell phones are by far the most commonly used devices by which employees engage in non-face-to-face conversations (via text, talk, or email), take photographs, and make recordings” and that “Respondent’s ready-mix drivers have a greater need for non-face-to-face conversations [presumably than other employees] because of their staggered shift start and end times, the time that they spend away from the facility, and their erratic break and lunch schedules” (ALJD p. 18, lines 41-45).

55. To the judge’s finding that “Respondent’s monitoring of the two-way radio

communications is very likely to chill reasonable employees' communication about work related issues" (ALJD p. 19, lines 7-8).

56. To the judge's finding that drivers' use of the two-way radios is "limited . . . to communications about the . . . work" (ALJD p. 19, lines 11-12).

57. To the judge's finding that "Respondent's reminders about its limits on the use of the two-way radios is highly likely to chill employees' exercise of their Section 7 rights via the two-way radios" (ALJD p. 19, lines 11-12).

58. To the judge's finding that "[e]mployees are unlikely to use [disposable cameras] in furtherance of their Section 7 rights because Respondent has not informed employees that they are free to use them for other purposes without any repercussions or questions" (ALJD p. 19, lines 16-19).

59. To the judge's finding that even if Respondent told employees they could use disposable cameras for Section 7 purposes, "it would put employees in the uncomfortable position of asking for replacement cameras if they opted to use the company provided camera for documenting terms and conditions of work that they wanted to share with other employees or a union representative but not Respondent" (ALJD p. 19, lines 19-22).

60. To the judge's finding that "Respondent's asserted solution for the issue [of workplace photography] is untenable because it is likely to chill reasonable employees from exercising their Section 7 rights" (ALJD p. 19, lines 23-24).

61. To the judge's finding that "[i]n making ready-mix deliveries, the time to document safety issues or other difficulties on the jobsites or incidents that occur between jobsites and the facility is in the moment" (ALJD p. 19, lines 26-27).

62. To the judge's finding that the termination of a driver for cell phone use well before

the underlying charges in the instant matter were filed, was “very likely to chill other employees from taking pictures for use in concerted activities” (ALJD p. 19, lines 30-33).

63. To the judge’s finding that “employees who regularly take breaks away from the facility are denied the opportunity to make a call, text, or email to or receive a message from other workers or a union representative during that break” (ALJD p. 19, lines 35-37).

64. To the judge’s finding that drivers are limited in their ability to communicate with one another during “as much as 85 percent of their shifts.” (ALJD p. 19, lines 37-40).

65. To the judge’s finding that, ”During much of the time [employees] are at the facility, they are not allowed to possess or use their cell phones because they are in and out of the truck cab to perform work . . .” (ALJD p. 19, lines 40-43).

66. To the judge’s suggestion that Respondent should not be permitted to enforce its cell phone restrictions in ready mix trucks because FMCSA established base-line regulations that permit cell phone use if the vehicles are equipped for hands-free use, ignoring the fact that such federal regulations only establish minimum safety requirements and do not prohibit more restrictive policies (ALJD p. 20, lines 1-5).

67. To the judge’s finding that Respondent’s allowance of two-way radio use for short communications undermines its articulated rationale for prohibiting possession of cell phones (ALJD p. 20, lines 6-7).

68. To the judge’s finding that “Respondent asserts no legitimate business justification for why employees should be precluded from taking photographs or recordings of working conditions” (ALJD p. 20, fn. 17).

69. To the judge’s conclusion that this case is distinguishable from *Boeing* inasmuch as the employer in *Boeing* had legitimate security and contractual reasons for forbidding

photography and recording in its facilities via cell phones or other personal devices (ALJD p. 20, fn. 17).

70. To the judge's finding that, "[w]hile no party disputes that a ban on cell phone usage while driving a ready-mix truck reasonably furthers Respondent's safety goals, there is no evidence that the prohibition on the mere presence of a cell phone in the ready-mix trucks furthers this goal" (ALJD p. 20, lines 17-20).

71. To the judge's finding that Respondent's total ban on possession of cell phones in ready-mix trucks is not entirely effective because some "risk-seeking" drivers would not be deterred (ALJD p. 20, lines 22-29).

72. To the judge's conclusion that "[t]he standard for balancing employers' legitimate interests against employees' Section 7 rights cannot be that employers may institute the most restrictive rules possible because some employees will break less stringent rules that adequately protect the employer's legitimate interests" (ALJD p. 20, lines 31-34).

73. To the judge's conclusion that to protect employee Section 7 rights, *Boeing* requires an employer to adopt only those rules that are necessarily limited in its efforts to achieve legitimate business or safety obligations (ALJD p. 20, lines 32-35).

74. To the judge's finding that "employees' Section 7 rights to communicate with other employees and union representatives and to take pictures or recordings of their terms or conditions of work during the majority of their workday outweighs Respondent's asserted business justification for the total ban on the possession of a cell phone in its commercial vehicles/ready-mix trucks" (ALJD p. 21, lines 6-9).

75. To the judge's finding that "Respondent's cell phone policy, as written, violates Section 8(a)(1)" (ALJD p. 21, line 10).

76. To the judge's conclusion that the circumstances of this case meet the standard set forth in the second prong of *Continental Group* (ALJD p. 22, lines 4-5).

77. To the judge's finding that "employees learning that Excellent was suspended and discharged because Respondent suspected he possessed his cell phone in the commercial vehicle he drove is very likely to chill employees protected use of cell phones in similar circumstances" (ALJD p. 22, lines 5-8).

78. To the judge's finding that "Excellent engaged in conduct that otherwise implicates the concerns underlying Section 7" (ALJD p. 22, lines 10-12).

79. To the judge's finding that "no evidence" was presented to support a conclusion that Respondent would not have fired Excellent if his requested phone records had proved he did not use his cell phone "while driving" (ALJD p. 23, lines 10-12).

80. To the judge's finding that Excellent's termination violated Section 8(a)(1) (ALJD p. 23, lines 17-18).

81. To the judge's reliance on *Total Security Management Illinois 1, LLC*, 364 NLRB No. 106, slip op (2016), in support of her conclusion that Respondent failed to provide notice and an opportunity to bargain before suspending Excellent (ALJD pp. 23-27).

82. To the judge's finding that "the evidence of suspensions pending investigation for violations of the cell phone policy at Respondent's Florida facilities are more aptly described as suspensions pending discharge absent some exonerating evidence" (ALJD p. 24, lines 32-35).

83. To the judge's conclusion that "only exigent circumstances that required immediate action by Respondent for safety or significant liability reasons could have excused Respondent from giving the Union notice and the opportunity to bargain regarding the suspension before its implementation" (ALJD p. 24, lines 39-42).

84. To the judge's finding that "no exigent circumstances existed at the time Excellent was suspended" (ALJD p. 25, line 1).

85. To the judge's finding that there is "no evidence that the mere presence of a cell phone in a ready-mix truck cab increases the likelihood of an accident" (ALJD p. 25, lines 4-5).

86. To the judge's reliance on evidence from other regions as to Respondent's practice of suspensions for cell phone policy violations (ALJD p. 25, lines 8-10, 39, p. 26, lines 1-4, 13-18).

87. To the judge's conclusion that only "written policies" can be credited as evidence of legitimate management practices requiring automatic suspensions for cell phone policy violations (ALJD p. 25, lines 24-26).

88. To the judge's conclusion that Excellent's suspension was discretionary in the presence of uncontradicted evidence establishing that Argos-Florida managers had *no such discretion* (ALJD p. 25, lines 34-36, p. 26, lines 16-20).

89. To the judge's finding that the circumstances surrounding Excellent's suspension were "unique," relative to other Argos-Florida comparators, thereby requiring managers to consider the specific facts of his situation before suspending him (ALJD p. 25, fn. 20).

90. To the judge's conclusion that "Respondent was exercising discretion when it suspended Excellent, and therefore, Respondent breached its duty to give the Union notice and opportunity to bargain" (ALJD p. 26, lines 18-20).

91. To the judge's finding that "the totality of the evidence does not support Respondent's assertion that Marion and Kennedy had no discretion in determining to suspend Excellent pending investigation" (ALJD p. 26, lines 10-12).

92. To the judge's conclusion that "Respondent was not privileged, under the

circumstances of this case, to suspend and subsequently discharge Excellent pursuant to its cell phone policy” (ALJD p. 26, lines 28-29).

93. To the judge’s conclusion that “on March 3, 2017, Respondent failed and refused to bargain collectively and in good faith with the Union . . . regarding Excellent’s suspension in violation of Section 8(a)(5) and (1) and (sic) of the Act” (ALJD p. 26, lines 33-34, p. 27, lines 1-2).

94. To the judge’s conclusion that “Respondent’s refusal to bargain over the suspension is what made Excellent’s suspension unlawful and that act should be remedied” (ALJD p. 27, lines 14-15).

95. To the judge’s conclusion that an “appropriate remedy for failing to bargain about the suspension is backpay for the period of the suspension until the parties negotiated to an impasse on April 26, 2017” (ALJD p. 27, lines 33-35).

96. To the judge’s conclusion that a make whole remedy is appropriate “for the 8(a)(1) violation of suspending and discharging Excellent pursuant to an unlawful rule” (ALJD p. 27, fn. 23).

97. To the judge’s conclusion that, “Since at least January 26, 2017, Respondent has violated Section 8(a)(1) of the Act by maintaining work rules that would reasonably tend to chill employees in the exercise of their Section 7 rights” (ALJD p. 28, lines 922).

98. To the judge’s conclusion that, “On March 3, 2017, Responded violated Section 8(a)(1) of the Act by suspending Emanuel Excellent pursuant to its unlawful Cellphone” policies (ALJD p. 28, lines 22-25).

99. To the judge’s conclusion that, “On March 3, 2017, Respondent failed and refused to bargain collectively with the Union as the exclusive collective-bargaining representative of its

employees in violation of Section 8(a)(5) and (1) of the Act” (ALJD p. 28, lines 26-30).

100. To the judge’s conclusion that, “on or about April 28, 2017, Respondent violated Section 8(a)(1) of the Act by discharging its employee Emanuel Excellent pursuant to its unlawful Cellphone” policies (ALJD p. 28, lines 31-34).

101. To the judge’s conclusion that “The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act” (ALJD p. 28, lines 35-36).

102. To the judge’s recommended remedy and order, including those provisions calling for a nationwide posting remedy (ALJD pp. 28-33).

Respectfully Submitted,

s/Reyburn W. Lominack III
FISHER & PHILLIPS LLP
DOUGLAS R. SULLENBERGER
1075 Peachtree Street, NE
Suite 3500
Atlanta, Georgia 30309
Telephone: (404) 231-1400
Facsimile: (404) 240-4249
dsullenberger@fisherphillips.com

FISHER & PHILLIPS LLP
REYBURN W. LOMINACK, III
1320 Main Street
Suite 750
Columbia, South Carolina 29201
Telephone: (803) 255-0000
Facsimile: (803) 255-0202
rlominack@fisherphillips.com

Attorneys for Respondent

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

ARGOS USA LLC d/b/a)	
ARGOS READY MIX, LLC,)	
)	
Respondent,)	
)	Cases: 12-CA-196002
and)	12-CA-203177
)	
CONSTRUCTION AND CRAFT WORKERS)	
LOCAL UNION NO. 1652, LABORERS')	
INTERNATIONAL UNION OF NORTH)	
AMERICA, AFL-CIO)	
)	
Charging Party.)	

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of July, 2019, a true and correct copy of the foregoing RESPONDENT’S EXCEPTIONS TO ADMINISTRATIVE LAW JUDGE’S DECISION was filed using the National Labor Relations Board E-filing system, and a copy of the aforementioned was thereafter served upon the following parties via electronic mail on the 12th day of July, 2019, as follows:

Christina Ortega
Counsel for the General Counsel
National Labor Relations Board
51 S.W. 1st Ave., Room 1320
Miami, FL 33130-1608
christinam.ortega@nlrb.gov

Andrei Rolle
President
Construction and Craft Workers’
Local Union No. 1652
2020 N.W. 32nd St.
Pompano Beach, FL 33064-1306
floridalaborer@bellsouth.net

s/Reyburn W. Lominack III

REYBURN W. LOMINACK III
FISHER & PHILLIPS LLP
ATTORNEYS FOR RESPONDENT