

**UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
REGION 8**

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ALLIED  
INDUSTRIAL AND SERVICE WORKERS  
LOCAL 1-912 (TOLEDO REFINING COMPANY,  
LLC)**

**Case 08-CB-238577**

**and**

**JOHN BROWN, AN INDIVIDUAL**

**BRIEF OF COUNSEL FOR THE GENERAL COUNSEL TO  
ADMINISTRATIVE LAW JUDGE ARTHUR AMCHAN**

Counsel for the General Counsel (General Counsel) respectfully files this brief with the Honorable Arthur Amchan, Administrative Law Judge (ALJ). This matter was heard on October 16, 2019, by Judge Amchan in Bowling Green, Ohio. In this brief, General Counsel sets forth the operative facts and legal theories relied upon to sustain the allegations in the Complaint.

This matter comes before Judge Amchan based on a Complaint issued on July 24, 2019, alleging that Respondent United Steel, Paper and Forestry, Rubber, Manufacturing, Allied Industrial Service Workers Local 9-12 (Respondent or Union) violated Section 8(b)(1)(A) of the Act by coercively threatening Charging Party John Brown that the Toledo Refining Company, LLC (Employer) could discipline him and by harassing Brown in order to restrain or coerce his protected and concerted activities. (GC 1(e))<sup>1</sup> As explained below, the record evidence demonstrates Respondent violated Section 8(b)(1)(A) of the Act, and the General Counsel urges the ALJ to issue the proposed conclusions of law, proposed order, as well as the posting of the notice to members.

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<sup>1</sup> In this Brief, references to the official transcript of this proceeding will be referred to as Tr. \_\_\_. General Counsel's exhibits will be referred to as GC Ex. \_\_; Joint Exhibits will be referred to as J. Ex. \_\_\_.

## **I. ISSUES PRESENTED**

- (1) Whether Respondent violated Section 8(b)(1)(A) of the Act when, by e-mail dated March 1, 2019, its Treasurer and Civil and Human Rights Committee Chairman Joseph Sauerwein coercively warned and/or threatened Brown that the Employer could discipline him for distributing letters to employees critical of the Union?
- (2) Whether Respondent violated Section 8(b)(1)(A) of the Act when, in about the second week of March 2019, its Process Safety Coordinator Joel Steingraber coercively harassed and/or intimidated Brown for distributing letters to employees critical of the Union?

## **II. FACTS**

The Employer refines oil at its Oregon, Ohio facility. (Tr. 18) Respondent has represented the Employer's production and maintenance employees for decades. Respondent and the Employer have a long-standing collective bargaining relationship and are parties to a collective bargaining agreement effective from February 2019 through February 2022. (Tr. 21) The parties' prior collective bargaining agreement was effective February 6, 2014 through February 8, 2019. (Tr. 21-22; GC Ex. 2)

Charging Party John Brown has been employed as a plant operator in Plant 5 of the Employer's facility. (Tr. 19) From February 1983 to July 2017, Brown was a member of the Union and held several elected leadership positions with the Respondent during this period. (Tr. 20) Specifically, Brown served as the Union's Local President from 1990 through 1993, 2000 through 2001, and most recently, 2014 through January 2016. (Tr. 20) In July 2017, Brown resigned his membership from the Union because he disagreed with its changes to its dues collection practices. (Tr. 20-21)

**A. Brown Distributes Letters to Employees Critical of the Union**

In January 2019, the parties commenced bargaining for a successor contract. (Tr. 21, 24) Thereafter, Brown drafted two letters critical of the Union's leadership for its positions taken during negotiations. (Tr. 26-29) Brown distributed these letters to refinery employees on February 20 and February 22.<sup>2</sup> (Tr. 27-28) In the first letter, Brown criticized the Union's leadership about its recommendation urging membership to reject the Employer's proposed contract. (Tr. 27; GC Ex. 3) In the second letter, Brown criticized the Union about its bargaining strategy and accused its leadership of lying to its members. (Tr. 29, 55-56; GC Ex. 4)

**B. The Union's Reaction to Brown's Letters**

About March 1, the Union's Civil and Human Rights Committee (Civil Rights Committee) disseminated the following letter to its membership:

Brothers and Sisters,

Your Civil and Human Rights Committee has received concerns from the membership regarding offensive and threatening language that has been used in the Refinery over the last few weeks.

We want to be very clear that the Union does not consider this type of language to be acceptable and we want to continue to ask that all members of the workforce are treated with dignity and respect. We fully support every employee's desire to come to work without being subjected to offensive language and material, harassment, or threats.

We stand by the principles and provisions of Title VII of the Civil and Human Rights Act, and encourage all employees to bring any concerns forward to the *Union* if they feel that their Civil or Human rights have been infringed upon.

In Solidarity and Kinship,

USW Local 912 Civil and Human Rights Committee

Contact Information:  
Joseph Sauerwein; 419.944.3902  
Richard Avalos; Plant 6

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<sup>2</sup> Unless otherwise noted, all dates are in 2019.

Keith Krygielski; Plant 3  
Robert Deboe; Plant 4 (Tr.88; J. Ex 1) (emphasis in original)

Brown received a copy of Respondent's letter from his co-worker and Union member, Dan Smith. (Tr. 33-34, 58) Smith saw this letter on March 1 when Respondent's Civil Rights Committee Chairman Joseph Sauerwein came to the Plant 5 control room looking for Brown. (Tr. 56) During his March 1 conversation with Smith, Sauerwein told Smith there was a possibility that employees would be offended by the language in Brown's letters. (Tr. 57) Specifically, Sauerwein told Smith, "we definitely don't want to spend a bunch of union money on John if we don't have to. The easiest way for John to not get in trouble is to not write letters." (Tr. 57)

On March 1, Sauerwein and Respondent's Civil Rights Committeeman Keith Krygielski interrupted a crew meeting run by supervisor Justin Lewis and Brown in an attempt to speak with Brown. (Tr. 30-31, 90-91, 109-110) Brown told Respondent's representatives he could not speak at the time because he was participating in a work meeting. (Tr. 30-31) Sauerwein repeated his request to speak with Brown separately and Brown repeated that he was busy. (Tr. 30-31) Sauerwein then told Brown that if he did not speak with them at that moment, it could be weeks before they would come back. (Tr. 31) Brown reiterated that he was busy. (Tr. 31) Sauerwein and Krygielski left the control room. (Tr. 31)

Later that same day, Brown received the following e-mail from Sauerwein:

John,

The Civil and Human Rights Committee has received concerns from the membership regarding letters distributed recently. Language in said letters could be considered offensive. The language in the letters could lead to company disciplinary involvement. Due to the offensive nature and the disciplinary possibilities we want to advise you that is not advisable. When we stopped in [sic] plant to counsel you on this matter you advised us you were busy at the time. This is an attempt to ensure you are aware of the situation. (GC Ex. 5)

By email dated March 8, Brown informed the Employer's Human Resources Manager Deithra Glaze that Sauerwein and Krygielski interrupted his March 1 team meeting and his receipt of Sauerwein's March 1 email. (Tr. 34-35; GC Ex. 6) In his email to Glaze, Brown stated, "[I] received a letter through the Company e-mail informing [me] that [I] should no longer publish letters that contained opposite view points and or criticism of Union Leadership, or that I could be subject to Company discipline. The Union is using threats and intimidation to squelch any opposition and criticism. Free speech is a guaranteed right and should not be subject to threats and harassment..." (GC Ex. 6)

In about the second week in March, Respondent's Process Safety Coordinator Joel Steingraber approached Brown in the Plant 5 control room where Brown was working alone at the operator's station. (Tr. 36) During this incident, Steingraber entered the control room and stood about three feet away from Brown towering over him for approximately three minutes without saying a word. (Tr. 35-36) Brown did not say anything or attempt to engage Steingraber as he feared that there may be an altercation. (Tr. 37-38) Brown recalled a 2016 incident in which an employee confronted him during a heated exchange which resulted in the employee assaulting Brown with a knife. (Tr. 37) In that incident, the Employer terminated the employee and issued Brown a three day suspension. (Tr. 37) Brown feared that a similar altercation with Steingraber could result in potential violence or discipline. (Tr. 38)

In mid-March 2019, Human Resources Manager Glaze directed Brown to attend a meeting without explaining the purpose of the meeting. (Tr. 40) On March 19, Brown attended this meeting conducted by two of the Employer's attorneys. (Tr. 42) The Employer's attorneys questioned Brown for nearly two hours about the time and manner in which he distributed his February 2019 letters critical of the Union and its leadership to employees. (Tr. 42) Although

Brown was extensively questioned about the distribution of these letter, the Employer did not issue any discipline to him. (Tr. 43) Since the Employer's questioning, Brown has not distributed any further letters critical of the Union. (Tr. 43)

### **III. LAW & ARGUMENT**

Respondent engaged in two unlawful acts directed at coercing Brown's protected activities. First, Sauerwein's March 1 email to Brown stating the "language" used in his letters critical of Respondent and its leadership could lead to discipline issued from the Employer. Second, Steingraber's mid-March confrontation with Brown in the Plant 5 control room shortly after he sent letters critical of the Union was reasonably calculated to thwart any further protected conduct by Brown. Based on Board precedent, these actions have a reasonable tendency to restrain employees in the exercise of their Section 7 rights and should be found to be unlawful.

The Board applies an objective test in determining whether a union's statement or action violates Section 8(b)(1)(A) -- whether the union's statement or act would have a reasonable tendency to restrain or coerce employees in the exercise of their Section 7 rights. *Carpenters (Society Hill Towers Owners' Assn.)*, 335 NLRB 814, 815 (2001), *enfd.* 50 Fed.Appx 88 (3d Cir. 2002). Notably "[t]he test for a violation of Section 8(b)(1)(A)...does not depend upon an examination of a respondent's motivation." *Letter Carriers, Branch #47 (USPS)*, 330 NLRB 667, 667 *fn.* 1 (2000). The Board examines the totality of the circumstances in which the statement or conduct is made to determine whether the act would have a reasonable tendency to restrain or coerce employees' Section 7 activity. *Int'l Brotherhood of Electrical Workers, Local 6 (S.F. Elec. Contractors)*, 318 NLRB 109, 109 (1995), *enfd. mem.*, 139 F. 3d 906 (9th Cir. 1998).

Applying this test, Sauerwein's March 1 email to Brown and Steingraber's March 2019 intimidation of Brown had a reasonable tendency to coerce or restrain employees, including Brown, in the exercise of their Section 7 rights. Both actions should be found to violate Section 8(b)(1)(A) of the Act.

#### **A. Credibility**

At the outset, the General Counsel submits its witnesses should be credited where a conflict exists in the testimony of General Counsel's witnesses and Respondent's witnesses. It is well established that the ultimate choice between conflicting testimony rests on the weight of the evidence, established or admitted facts, inherent probabilities and reasonable inferences drawn from the record. *Service Employees Local 1-J (Shore Co.)*, 273 NLRB 929 (1984); *Northbridge Knitting Mills*, 223 NLRB 230, 235 (1976). General Counsel's witnesses testified in an honest and straightforward manner on direct and cross examination, providing details of the events which they participated or witnesses. As noted below, Respondent's agents offered blanket denials and testified in a manner that lacks inherent probability and, at times, were conflicting, evasive and vague.

#### **B. Respondent Violated Section 8(b)(1)(A) of the Act When it Unlawfully Sent a Coercive E-mail to Brown on March 1, 2019.**

A bargaining unit member has a right to criticize his or her Union and its leadership under Section 7 of the Act. See *Int'l Union of Elect., Radio & Machine Workers (Automotive Plating Corp.)*, 170 NLRB 1234 (1968) (an employee's outspoken criticism of union leadership constitutes concerted activity protected under Section 7 of the Act); *Office and Professional Employees International Union, Local 251 (Sandia National Laboratories)*, 331 NLRB 1417, 1424-1425 (2000) (union members have the protected right to freely criticize union management); *Local 254, Service Employees International Union (Brandeis University)*, 332

NLRB 1118, 1119 (2000) (employee who complained about the Union's resolution of a snow-day grievance and presented superiors with petitions was engaged in protected activity under Section 7). Brown criticized the Union leadership in the letters he distributed throughout the refinery in February 2019 and, therefore, engaged in protected concerted activity. (Tr. 26-29) Respondent does not dispute Brown distributed letters that were critical of the Union and its leadership in February 2019. Rather, Respondent asserts unfounded affirmative defenses that are inapplicable based on the record evidence and controlling Board authority.

Sauerwein's March 1 email to Brown clearly amounts to unlawful coercion in derogation of Section 8(b)(1)(A). (GC Ex. 5) Sauerwein stated to a dissident member that his concerns and letters were not "advisable" because they could lead to disciplinary involvement from the Employer. Sauerwein directly references Brown's February 2019 letters and notes that his union committee received concerns from the membership about Brown's letters. Sauerwein further states, the "[l]anguage in said letters could be considered offensive." Sauerwein concludes this email stating, "[d]ue to the offensive nature and the disciplinary possibilities we want to advise you that is not advisable." (GC Ex. 5)

Sauerwein's March 1 email fails to identify the language contained in Brown's letters that elicited complaints from the membership, that the Union deems "offensive" or could lead to the Employer disciplining Brown. In fact, Respondent failed to inform Brown about the specific language in his letters it deemed offensive. (Tr. 101, 112-113) The Union simply states to Brown without any specificity or rationale that his actions were "not advisable." (GC Ex. 5) The Board has held that an ambiguous statement that might have a lawful objective is unlawful if a reasonable listener (or reader) could conclude that the statement was threatening unlawful action. *Teamsters Local 391, 357* NLRB 2330, 2330-2331 (2012).

Sauerwein and Krygielski's testimony regarding their motives for their attempts to speak with Brown on March 1 is irrelevant to an analysis of the merits of the case. Despite lengthy and irrelevant testimony elicited from Sauerwein speculating about the potential Code of Conduct violations associated with Brown's letters, neither Sauerwein or Krygielski raised any issues concerning the violation of the Union's internal rules in Sauerwein's March 1 email to Brown. The record unambiguously establishes that after March 1, Respondent made no attempt to speak with Brown about his February letters or identify with particularity the language contained in his February 2019 letters it deemed offensive and/or could lead to discipline from the Employer. (Tr. 31, 101-102, 112)

At hearing, Sauerwein testified he did not write his March 1 e-mail to Brown get him to stop sending letters to its membership critical of the Union. (Tr. 94) Contrary to this testimony, current employee and Union member Dan Smith testified that during his March 1 conversation with Sauerwein, Sauerwein told him he was looking for Brown that day so he could get Brown to stop writing his letters critical of the Union. (Tr. 57) It is well-established that the testimony of current employees is entitled to considerable weight since it is "unlikely to be false when it is adverse to an employee's pecuniary interest." *Cal-Maine Farms*, 307 NLRB 450, 454 (1999). That analysis and logic is applicable in the union context. Smith, a current member of the Union, has a self-interest and pecuniary interest in not running afoul of the Union for fear of a denial of representation in any future disciplinary or other employment related issues.

In its Answer, Respondent affirmatively states its response to Brown's letters was not unlawful because it falls within "the Union's legal duty to fairly represent all members of the bargaining unit." (GC Ex. 1(j))13) Respondent cannot reasonably argue that Sauerwein's response to Brown's February 2019 letters were part of its legal duty to fairly represent all

bargaining unit members. Sauerwein's coercive e-mail to Brown, a member of the bargaining unit, fails to identify Brown's purported offensive conduct that could lead to discipline. Instead, Sauerwein simply noted that Respondent received concerns from membership about Brown's letters and "due to the offensive nature and the disciplinary possibilities ...that is not advisable." (GC Ex. 5) Section 8(b)(1)(A) of the Act prohibits labor organizations from coercing employees in the exercise of their Section 7 rights, including breach of a union's duty to fairly represent employees. A breach of this statutory duty occurs when a bargaining agent's conduct is "arbitrary, discriminatory, or in bad faith." *Vaca v. Sipes*, 386 U.S. 171 (1967). An exclusive bargaining agent is in breach of its duty to fairly represent employees when it engages in coercive or discriminatory behavior towards one bargaining unit member in favor of another. *See id.* at 177 (1967); *see also Pattern Makers (Rite Industrial Model)*, 310 NLRB 929, 931 (1993) (noting that "the purpose of Section 8(b)(1)(A), [...], is to protect employees from union coercion directed at their exercise of Section 7 rights.")

Respondent also cannot reasonably claim Sauerwein's March 1 e-mail falls within the scope of protected speech under Section 8(c) of the Act. (GC Ex. 1(j))12). Contrary to this assertion, Section 8(b)(1)(A) of the Act makes it an unfair labor practice for a labor organization to restrain or coerce employees in the exercise of their Section 7 rights. *In re UAW Local 233 (B.F. Goodrich Co.)*, 339 NLRB 105, 113 (2003). The Board has recognized that Section 8(c) of the Act protects union and employer speech "[u]nless the statement may be fairly understood as a threat of reprisal against employees or is explicitly coupled with such threats." *Bay Cities Metal Trades Council*, 306 NLRB 983, 983 n.1, 986 (1992), *enfd.*, 15 F.3d 1088 (9th Cir. 1993). The fact that a union cannot effectuate the threat without the cooperation of the employer; or that a recipient of the threat may not have believed it to be true, are not valid defenses because the

test of coerciveness of a statement is whether the threat reasonably tends to have a coercive effect. *Sav-On Drugs, Inc.*, 227 NLRB 1638, 1644-1645 (1977) (union unlawfully threatened employees with job loss if they did not sign union authorization cards even though union could not effectuate the threat without the cooperation of the employer); *Carpenters Union Local 180, (Condiotti Enterprises)*, 328 NLRB 947, 949-950 (1999) (a union's unlawful threat of loss or diminution of benefits could result from actions taken by the employer was not an exculpatory factor in finding an 8(b)(1)(A) violation).

Finally, Respondent cannot claim that its coercive response to Brown's February 2019 letters falls outside the scope of the conduct the Board found was prohibited by Section 8(b)(1)(A) in *Office and Professional Employees Local 251 (Sandia National Laboratories)*, 331 NLRB 1417 (2000). (GC Ex. 1(j)¶14). First, *Sandia* is not applicable because this case does not involve internal union discipline. In *Service Employees Local 254 (Brandeis University)*, 332 NLRB 1118, 1120 (2000), the Board summarized its *Sandia* holding as follows:

The Board held that Section 8(b)(1)(A)'s proper scope in union discipline cases is to proscribe union conduct against union members that falls within several discrete areas. Thus, **a union's discipline of a member** is within the reach of Section 8(b)(1)(A) if it impacts on the members' relationship with their employer, impairs access to the Board's processes, pertains to unacceptable methods of union coercion such as violence, or otherwise impairs policies embedded in the Act. If **union discipline of members** falls within any one of these areas, it falls within the scope of Section 8(b)(1)(A) and its lawfulness will be determined by application of Board precedent. If the discipline does not fall within any of these areas, it falls outside the regulation of the NLRA and there will be no violation of Section 8(b)(1)(A). (emphasis added)

Respondent's specious arguments are inapplicable. Sauerwein's March 1 e-mail clearly concerns unacceptable methods of union coercion as discussed above and impedes protections embedded in the Act that employees should not be coerced or threatened in any effort to chill Section 7 activities.

**C. Respondent Violated Section 8(b)(1) (A) of the Act When its Process Safety Coach Coercively Sought to Intimidate Brown.**

Brown credibly testified that Respondent's Process Safety Coach Joel Steingraber entered his control room in March 2019 while Brown was working alone. (Tr. 36) Brown testified that Steingraber "towered" over him for several minutes without saying a word. (Tr. 36) Brown did not speak to Steingraber or attempt to ask him what he was doing because he did not want to get into an altercation with Steingraber that could lead to discipline. He remained quiet in an effort to avoid any conflict with Steingraber. (Tr. 36-38) A union representative's actions violate Section 8(b)(1)(A) of the Act when they physically threaten or intimidate a bargaining unit member because of or in an effort to restrict employees' Section 7 activities. *Electrical Workers, Local 98 (MCF Services)*, 342 NLRB 740 (2004).

Steingraber normally does not work in the Plant 5 control room. There is no credible evidence Steingraber was in the control room to perform any work. Like Sauerwein, Steingraber testified in a vague and unreliable manner regarding the alleged interaction with Brown in the control room of Plant 5 during the second week of March 2019. (Tr. 120-21) When pressed, Steingraber testified that he "believed" he saw Brown in the control room at least once this year but he could not remember why he was there. (Tr. 121) On cross-examination, Steingraber testified that he thought it "had something to do with the lockout board that's on the wall that I was looking at, but to be honest, I had no memorable interaction." (Tr. 124) Additionally, when asked if there would have been any record of the work that he performed in Plant 5 which would require his presence in the facility, whether such work was related his duties as the Union's Process Safety Coordinator or his job-related pipefitter duties, Steingraber indicated that such records are generally maintained. (Tr. 125-126) However, despite the issuance of a subpoena

duces tecum requesting such documentation, Respondent failed to produce any records or documents substantiating Steingraber's presence in Plant 5 in March 2019. (Tr. 125-26)

When Steingraber towered over Brown for several minutes, Brown was unable to perform his work duties free of interference. (Tr. 36-39) In *Electrical Workers, Local 98 (MCF Services)*, 342 NLRB 740 (2004), the Board affirmed an Administrative Law Judge's finding that a Union violated Section 8(b)(1)(A) when its representative prevented an employee from performing his work duties by physically blocking the employee's vehicle and threatening to get him someday. The ALJ equated the physical blocking of the employee from performing their work duties unencumbered as equivalent to the line of cases where the Board has consistently held that a union's unlawful coercive blocking during picketing of an employee from entering or exiting a worksite violates Section 8(b)(1)(A). *Id.* Though Brown was not blocked from entering or leaving a jobsite, Steingraber's interference with Brown's "right to perform his work duties had the same coercive purpose and effect associated with the unlawful denial of access to a jobsite." *Id.* at 752. Therefore, a finding of unlawful coercion for this confrontation is appropriate.

#### **IV. CONCLUSION**

On the basis of the entire record, particularly the facts referred to above, and the applicable law, the General Counsel requests that the Administrative Law Judge issue the attached proposed conclusions of law and proposed order and posting of notice to employees.

Dated at Cleveland, Ohio this 22nd day of November 2019.

Respectfully submitted,

/s/ LerVal M. Elva

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**PROOF OF SERVICE**

I hereby certify that I served the foregoing Brief on all parties by e-mailing true copies thereof today to the following at the addresses listed below:

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## **EXHIBIT A**

### **PROPOSED CONCLUSIONS OF LAW**

1. The Employer is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Respondent is a labor organization within the meaning of Section 2(5) of the Act.
3. The Respondent violated Section 8(b)(1)(A) of the Act, on or about March 1, 2019, by coercively warning and threatening Charging Party John Brown that the Employer could discipline him in order to restrain and coerce him in the exercise of rights guaranteed by Section 7 of the Act.
4. Respondent violated Section 8(b)(1) (A) of the Act, about the second week of March 2016, by coercively harassing and intimidating Charging Party John Brown in order to restrain and coerce him in the exercise of rights guaranteed by Section 7 of the Act.
5. The unfair labor practices of the Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

## **EXHIBIT B**

### **PROPOSED ORDER AND NOTICE TO MEMBERS**

The Respondent United Steel, Paper and Forestry, Rubber, Manufacturing, Allied Industrial and Service Workers Local 1-912 , its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Coercively warning and/or threatening John Brown or any employee that Toledo Refining Company, LLC could discipline them in retaliation for union and/or protected concerted activities.

(b) Harassing or intimidating John Brown or any employee in retaliation for union and/or protected concerted activities.

(c) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at Toledo Refining Company LLC's Oregon, Ohio facility copies of the proposed notice set forth below. Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by Respondent's authorized representatives, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees and members are customarily posted. In addition to physically posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material.

(b) Within 21 days after service by the Region, file with the Regional Director of Region 8 a sworn certification of a responsible official on a form provided by the Region attesting to steps that Respondent has taken to comply.

**NOTICE TO MEMBERS**  
**POSTED BY ORDER OF THE NATIONAL LABOR RELATION BOARD**  
**An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered use to post and obey this notice.

**FEDERAL LAW GIVES YOU THE RIGHT TO**

- Form, join, or assist a union;
- Choose a representative to bargain with your employer on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

**WE WILL NOT** restrain or coerce you in the exercise of the above rights.

**WE WILL NOT** coercively warn you and/or threaten you that Toledo Refining Company, LLC could discipline you for criticizing the United Steelworkers Local 1-912 (Union).

**WE WILL NOT** harass or intimidate you because you criticize the Union and/or because of your union and/or protected concerted activities.

**WE WILL NOT**, in any like or related manner, restrain or coerce you in the exercise of your rights under Section 7 of the Act.

**United Steelworkers Local 1-912**

\_\_\_\_\_  
(Labor Organization)

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Representative) (Title)