

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

BS&B SAFETY SYSTEMS, L.L.C.

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and

\* Case 14-CA-239530

UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE  
WORKERS INTERNATIONAL UNION,  
AFL-CIO-CLC

**CHARGING PARTY USW'S CROSS-EXCEPTIONS  
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Pursuant to Section 102.46(c) of the Board's Rules and Regulations, Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("USW" or "Union") files its Cross-Exceptions to the Administrative Law Judge's Decision in Case 14-CA-239530.

**The Union Excepts To The ALJ's Denial Of A Notice Reading.**

The ALJ recommended that Respondent be ordered to post a notice for 60 days, but denied the Union's request for a notice reading. *See* ALJD at 31, lines 21-26. Because Respondent BS&B Safety Systems, L.L.C. ("Company") discharged Local Union President Michael Stroup ("Stroup"), the highest-ranking Union representative on site, based on a pretextual assertion regarding the severity of Stroup's production error, the Board should order the Company to convene meetings of all bargaining unit employees at which Dennis Amend or Charles Hart will read the notice aloud to employees in the presence of a representative of the

Board, or a representative of the Board will read the notice aloud in the presence of a management representative.

In cases of serious and widespread unfair labor practices, the Board will order a respondent to have the notice read aloud so that the employees “will fully perceive that the Respondent and its managers are bound by the requirements of the Act.” *Sysco Grand Rapids, LLC*, 367 NLRB No. 111, slip op. at 2 (2019); *Homer D. Bronson Co.*, 349 NLRB 512, 515 (2007); *Federated Logistics & Operations*, 340 NLRB 255, 258 (2003). “The Board has long held that the public reading of the notice is an effective but moderate way to let in a warming wind of information and, more important, reassurance.” *Sysco*, 367 NLRB No. 111, slip op. at 2 (quoting *J.P. Stevens & Co. v. NLRB*, 417 F.2d 533, 540 (5th Cir. 1969)) (internal quotations omitted). A notice reading is particularly appropriate where the managers responsible for the unfair labor practices remain employed by the Respondent. *See id.*

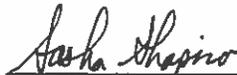
A notice reading is a common remedy in cases where key union supporters have been discharged. *See, e.g., Jason Lopez’ Planet Earth Landscape, Inc.*, 358 NLRB 383, 383-84 (2012); *Pacific Beach Hotel*, 356 NLRB 1397, 1404 (2011); *Three Sisters Sportswear Co.*, 312 NLRB 853, 853 (1993). Although this case involves an established bargaining relationship – not an organizing situation or first contract bargaining – a notice reading is appropriate because Stroup was the Local Union President and an outspoken Union supporter who advocated zealously for bargaining unit employees. Stroup was the primary Union representative who communicated with management about compliance with the vacation provisions of the settlement in Cases 14-CA-214750, 14-CA-224095, and 14-CA-225941. ALJD at 7-8. Stroup was terminated shortly after sending two emails to management in an attempt to resolve the vacation issue. ALJD at 24. As the ALJ explained, the timing of Stroup’s discharge “supports a

finding of animus.” *Id.* As in the cases cited above, “the unit employees here would reasonably view themselves as highly vulnerable to retaliation” if they were to engage in similar protected activity. *Jason Lopez*, 358 NLRB at 384.

### Conclusion

Because the discharge of Local Union President Stroup is likely to have a chilling effect on protected activity, the Board should order the Company to convene meetings of all bargaining unit employees at which Dennis Amend or Charles Hart will read the notice aloud to employees in the presence of a representative of the Board, or a representative of the Board will read the notice aloud in the presence of a management representative.

Respectfully submitted,



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United Steel, Paper and Forestry, Rubber,  
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Service Workers International Union, AFL-  
CIO-CLC

January 14, 2020

**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the Charging Party USW's Cross-Exceptions to the Administrative Law Judge's Decision was served by electronic mail this 14th day of January, 2020, upon:

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