

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

WDC ACQUISITION, LLC

and

**USW AFL-CIO/CLC AND USW GMP COUNCIL
LOCAL 17B**

**Cases 18-CA-220488
18-CA-235532
18-CA-238129
18-CA-238196
18-CA-238883**

WDC ACQUISITION, LLC

and

**DISTRICT LODGE 6, INTERNATIONAL
ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, AFL-CIO**

Case 18-CA-224086

*David J. Stolzberg and Kaitlin Kelly, Esqs.,
for the General Counsel.*

*Gene R. LaSuer and Michelle L. Brott, Esqs (Davis Brown Law Firm, Des Moines, Iowa)
for the Respondent.*

*Rick Mickschl, Grand Lodge Representative, IAM District Lodge 6
for the Charging Party.*

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Creston, Iowa from October 29-October 31, 2019. Steelworkers Local 17B filed the first of its five charges on May 18, 2018. IAM District Lodge 6 filed its charge on July 20, 2018. On October 31, 2018, the General Counsel issued a complaint in case 18-CA-224086, the IAM case. He issued a complaint consolidating the Steelworkers' five charges on August 1, 2019.

Respondent WDC took over the operation of the Wellman Dynamics foundry in Creston, Iowa on May 7, 2018. 3 unions represented different bargaining units of Wellman employees. United Steelworkers Local 17B represented about 215 foundry employees.¹ The International Union of Operating Engineers represented about 70 x-ray technicians.² The International Association of Machinists represented about 7 pattern makers.

Respondent hired all of the former Wellman employees, with the exception of a few who retired.³ Other than an orientation of the May 7, these employees essentially did the same jobs for WDC that they did for Wellman just before the takeover, with the same equipment and under the same supervisors.

For a three-month period, WDC refused to recognize and bargain with any of the three unions. As a result, the General Counsel contends that WDC forfeited its right to set the initial terms and conditions of unit employees' employment.

On the entire record,⁴ including my observation of the demeanor of the witnesses, and after considering the briefs and reply briefs filed by the General Counsel and Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a limited liability company, operates a foundry in Creston, Iowa, which supplies the aerospace industry. From Creston it annually purchases and receives goods valued in excess of \$50,000 directly from points outside the State of Iowa, and sells and ships goods valued in excess of \$50,000 from the Creston facility to points outside of Iowa. The Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Charging Party Unions are labor organizations within the meaning of Section 2(5) of the Act.

¹ In January 2018, the Glass, Molders, Pottery, Plastics and Allied Workers Union (GMP), which represented the Wellman foundry workers, merged with the United Steelworkers

² The Operating Engineers filed charges against Respondent which were settled prior to this hearing. Respondent and the Operating Engineers signed a collective bargaining agreement sometime in the latter half of 2019.

³ There is no evidence that WDC hired any unit employees who had not worked for Wellman on or before May 7, 2018.

⁴ Tr. 350, line 15 should read, "they weren't accepting the union."

II. ALLEGED UNFAIR LABOR PRACTICES

Wellman Dynamics was a wholly owned subsidiary of Fansteel, Inc. Fansteel
 5 filed for bankruptcy in 2016. In June 2016 Fansteel hired James Mahoney to oversee 5
 of its wholly-owned businesses, including Wellman. In February 2018, the bankruptcy
 court in southern Iowa conducted an auction sale of Fansteel's assets at the Creston,
 Iowa Wellman Dynamics foundry. In March 2018, the court allowed Trive Capital
 10 Investments of Dallas, Texas, the high bidder, to purchase the Wellman assets.⁵ Trive
 created Respondent WDC Acquisitions, a holding company, which is now the owner of
 the Creston foundry. In March, Trive asked Mahoney to stay on to run Wellman
 Dynamics. Mahoney continued to manage the foundry as CEO of WDC Acquisitions
 from May 7, 2018 until July 2019.

15 *Complaint paragraph 5 in cases 18-CA-220488 et. al and paragraph 5 in case 18-CA-
 224086: alleged threats by Jim Mahoney that Respondent would not recognize any of
 the unions.*

20 In April 2018, Mahoney held a series of "town hall" meetings with employees of
 all 3 bargaining units. Respondent was very concerned that an insufficient number of
 Wellman employees would accept a job offer from WDC to efficiently operate the
 foundry, Tr. 489, 526. Mahoney told employees that they would be terminated by
 Wellman and then immediately hired by WDC. He told employees that all Wellman
 employees would be offered a job by WDC.

25 I had hoped everyone would come. In fact, we made a point of having a
 clean slate and making clear to all employees that anyone who had been
 employed by Wellman – Fansteel Wellman on May 6th was going to be given—
 extended an offer of employment on May 7th in new Wellman, WDC.

30 So that is what I had communicated in the first week of May, is that you're
 all wanted, you all have a job, come on in on May 7th, and read carefully the
 employee handbook. You're given a direct offer that matches your pay that you
 had before and it gives you benefits that are in the aggregate, are very
 35 competitive and no meaningful degradation in the economic benefit, generally,
 for the majority of employees.

Tr. 524-25.

⁵ The relationship between Trive and TCTM Financial FS LLC, the entity mentioned in the
 bankruptcy court documents is not explained in this record. For purposes of this proceeding, I assume
 they are the same entity.

Mahoney did not specify what changes there would be in employees' wages, hours and working conditions—other than there would be no unions and no collective bargaining agreements, see G.C. Exhs. 108, 110, 123. However, in answering
 5 employee questions in at least some meetings, he said that WDC would have a 401(k) plan instead of a defined pension plan, Tr. 106, 117, 350-51.

Mahoney told employees that WDC would not be assuming Wellman's collective bargaining agreements and some other of Wellman's contractual obligations. During at
 10 least some of these meetings he advised employees that they would be "at-will" employees once WDC assumed control of the plant. Further he stated there would be no need for unions and that Respondent would not recognize the unions that represented Wellman employees.⁶ Virtually all the former Wellman employees
 15 accepted the employment offer from WDC, with the exception of several who were about to retire.

On May 7, at an orientation meeting after WDC took control of the foundry, employees were first advised as to the specific changes in the wages, hours and working conditions from those they had with Wellman, Jt. Exh. 3. Mahoney, in a
 20 question and answer session, repeated that WDC would operate without any unions, Tr. 141.

Complaint paragraphs 5(b) and (c): threats by trim room supervisor Terry McKinney.

Uncontradicted testimony by Thomas Sirdoreos and Frank Shinkle establishes that Supervisor Terry McKinney told trim department employees on May 8 and 9, that there would be no union at WDC. In order to emphasize this, McKinney threw a union
 25 booklet into the trash in front of the unit employees.⁷

⁶ Current employees, Scott Lemon, Erik Campbell, and Jerry Novak (Steelworkers unit members) and Kole Vogel, an IAM unit member and retiree Lyle Burton testified that Mahoney told them in April there would be no unions at WDC. Mahoney denies doing so. I credit these employees for a number of reasons, including the following:

It is clear that Mahoney did not believe he was required to recognize and bargain with the unions until advised that he was required to do so in August 2018.

Uncontradicted testimony by Thomas Sirdoreos and Frank Shinkle establishes that Supervisor Terry McKinney told trim department employees on May 8 and 9, that there would be no union at WDC. It is unlikely McKinney would make such a statement unless he heard this from higher authority.

The Board recognizes that "the testimony of current employees which contradicts statements of their supervisors is likely to be particularly reliable because these witnesses are testifying adversely to their pecuniary interests. *Flexsteel Industries*, 316 NLRB 745 (1995); *Gold Standard Enterprises*, 234 NLRB 618, 619 (1978); *Georgia Rug Mill*, 131 NLRB 1304, 1305 n. 2 (1961). This is true in instant case despite the fact that Mahoney no longer works for WDC.

⁷ McKinney did not testify in this proceeding.

Complaint paragraph 5 in case 18-CA-224086: Alleged violative threat by former supervisor Aaron Brammer

5 IAM unit employee Kole Vogel operates an auto repair business from his residence in addition to working at the Creston foundry. In late April 2018, Aaron Brammer, then, but no longer, a Wellman Dynamics supervisor, had some repair work done on his vehicle at Vogel's home. When he came to pick up his vehicle, Brammer told Vogel that supervisors had met with plant manager Mike Suchy. Brammer stated that Suchy told the supervisors that there would be no unions at WDC and that all the
10 pending grievances would disappear.

Unilateral Changes made on or about May 7, 2018; discharge of Deborah Graham and others (Complaint paragraph 7).

15 WDC began operating the foundry on May 7 and set its own initial terms and conditions of employment. It did not assume the collective bargaining agreements between the Unions and Wellman.⁸ WDC made the following initial changes to the terms and conditions of unit employees' employment on May 7:

20 Attendance: While Wellman allowed employees 7 full excused absences in a rolling calendar year and 7 partial excused absences, WDC allows 4 full excused absences and 6 partials.⁹ Employees are subject to discipline, leading up to discharge for additional absences. Under Wellman supervisors had discretion to excuse as paid time off an absence on the same day as it was requested; under WDC supervisors were
25 given no such discretion, Jt. Exh. 4. When WDC took control of the Creston facility on May 7, 2018, all employees' attendance records were "wiped clean" of any unexcused absences they had accumulated under Wellman.

30 WDC eliminated the bonus paid personal time off which Steelworker unit members had pursuant to Section 7 of their collective bargaining agreement, G.C. Exh. 2 pp. 16, Tr. 270. WDC also reduced the morning rest break from 20 minutes to 10 minutes, Tr. 287-88, R. Exh. C, pg. 8.

35 After the transition, employees who worked less than 40 hours Monday-Friday were paid straight time. Under Wellman an employee who worked more than 8 hours on any single weekday was paid time and a half for any hours in excess of 8 hours in one day, Tr. 329-333. WDC overtime policies were transmitted to employees in the company handbook, which was distributed on May 7, Tr. 525.

40 On January 18, 2019, Respondent discharged employee Deborah Graham under its new attendance policy. Had her record not been "wiped clean" in May 2018, she

⁸ The Steelworkers had a collective bargaining agreement with Wellman Dynamics that ran from March 26, 2014 to April 3, 2019. Wellman's contract with the IAM ran from April 2015 to April 18, 2018. This contract was extended to the closing date of the WDC/Trive Asset Purchase Agreement.

⁹ Tr. 293, 295. However, the record is somewhat confusing as to attendance policies of both Wellman and WDC, Jt. Exh. 4. It is also unclear as to whether any changes to the Wellman policy occurred on May 7, 2018 and sometime later, see G.C. Exh. 115 [May 18, 2018].

may have been terminated earlier. However, had her record been “wiped clean” and had Respondent followed the Wellman attendance policy, it would not have terminated Graham on January 18, 2019.

5 WDC substituted a 401(K) plan for the defined pension employees had under Wellman.

10 *Complaint paragraph 6 in cases 18-CA-220488 et. al and paragraph 6 in case 18-CA-224086: Respondent refuses to recognize and bargain with the Unions for 3 months.*

15 The Steelworkers, which had represented the Creston foundry employees since 1965, demanded that Respondent bargain with it for an initial collective bargaining agreement on May 15, 2018. On May 16, Respondent, by Jim Mahoney, refused to recognize or bargain with the Steelworkers, G.C. Exhs 4 and 5.

20 The IAM, which also had represented the pattern makers for decades, requested bargaining on May 14 and again with suggested bargaining dates on June 20. WDC, by Mahoney, refused to bargain, on the grounds that he had a good faith belief that neither the Steelworkers nor the IAM represented a majority of unit employees, e.g., G.C. Exhs. 104, 122.

25 The basis for his alleged good faith belief is that, “sometimes they [employees] were more explicit and [said] I didn’t feel the union benefited me, and I’m glad we don’t have one,” Tr. 532-33. Current Board law requires an employer to demonstrate that an incumbent union has lost majority support in order to legally withdraw recognition from it, *Levitz Furniture Co.*, 333 NLRB 717 (2001). Aside from acting pursuant to an incorrect legal standard, Mahoney had no basis for making his “good faith belief” claim. He testified that he concluded that the Unions did not represent a majority on the basis
30 on talking to an unspecified number of unnamed employees while walking through the Creston facility. This testimony is not credible.¹⁰ On August 6, 2018, Respondent, by counsel, offered to bargain with the Unions.¹¹

35 *Unilateral changes made after May 7, 2018*

In February 2019, Supervisor Pam Wheeler required employees to sign a new bathroom policy which essentially required them, except in emergencies, to use the

¹⁰ I decline to credit Mahoney’s testimony and find the record does not establish that any employees from any of the bargaining units told him they no longer wished union representation. This testimony is too self-serving to credit without more specific details to support it.

Finally, the record establishes that Mahoney did not know if any of the IAM unit members indicated to him that they no longer wished union representation.

¹¹ In no way did Respondent cure its violation of the Act by belatedly recognizing the Unions, *Passavant Memorial Area Hospital*, 237 NLRB 138 (1978). Its disavowal of the violation was not timely and was not disseminated directly to unit employees with a pledge to bargain in good faith with their collective bargaining representatives.

restrooms during their scheduled breaks. Respondent did not notify the Steelworkers Union about this changed beforehand.

5 Respondent also repeatedly changed the starting time for mandatory overtime work on Saturdays without notifying the unions beforehand. Under Wellman, mandatory Saturday overtime always started at 5:00 a.m., Tr. 297.¹² WDC repeatedly changed the starting time for Saturday overtime to 4:00 and 5:00 a.m. and 6:00, and sometimes back again, Tr. 300, 309-10, G.C. Exh. 118, 119, 121.

10 Respondent's employee handbook informs employees that it may reschedule shift times and work schedules according to production needs, R. Exh. H, pg. 16. There is no evidence that employees were so informed prior to May 7, 2018, Tr. 445-46.

15 Respondent also made additional changes to its attendance policy 10 days after it started operating the Creston foundry, without notifying the unions beforehand, G.C. 115.

Complaint paragraph 10(a): (unilateral changes to visitation rights of USWA Local President Benjamin Ingersoll).

20 *Complaint paragraph 7(d): discipline issued to Benjamin Ingersoll.*

Complaint paragraph 10(d): Imposition of a union business pass requirement on Ben Ingersoll.

25 Article 5 of collective bargaining agreement between Steelworkers Local 17-B and Wellman Dynamics contained the following provision;

30 Section 4. Right of Visitation. If it is necessary for the administration of the Agreement for a duly accredited representative of the Union to discuss a grievance with an employee and/or their Committee person during working hours, they shall contact the Company and arrange for an appointment with said person. The Company shall provide a place for them to meet in private: Time spent in such meetings will be reasonable and may be limited by management after review with Union leadership. If the grievance is such a nature as to require the representatives to investigate the employee's work place, they shall do so
35 accompanied by a Company representative and the Chairperson of the Shop Committee.

40 After WDC recognized the Steelworkers in August 2018 until December 2018, the practice followed by Benjamin Ingersoll, the President of Local 17-B was to inform his supervisor in the maintenance department, Benjamin Moffit, that he would be conducting union business, if that business was going to take more than 5 minutes.¹³ If that was the case, Ingersoll would document this time on his daily activities log with a

¹² There is a discrepancy in the General Counsel's witnesses' testimony regarding the Wellman start time for mandatory overtime. Ben Ingersoll testified it was 0500; Malissa Millsap testified it was 0600.

¹³ This is the same procedure Ingersoll followed as a union steward under Wellman Dynamics.

“code 36” designation. Ingersoll is a maintenance technician. As such, he duties take him throughout the foundry, unlike, for example, employees who are machine operators.

5 In December 2018, Plant Manager Mike Suchy called Ingersoll to his office and presented him with a memorandum stating as follows:

10 Over the past 10 days or so I have received two separate complaints from co- workers expressing concerns that they observed you outside your work areas presumably conducting personal business. Please be advised that work time is for work, not personal business. You are free to conduct personal business during breaks, but not on work time nor in work areas.

15 With respect to your role as president of the union local, we understand that there will be times when you may be required to be in work areas other than your own in order to investigate union grievances or conduct other union related activity. In such cases, please request approval for time away from your job from your supervisor, explain the reason for your absence and report back to him/her upon your return. Additionally, you are required to request approval from the supervisor of the area you will be visiting upon your arrival in that area. Requests will not be unreasonably denied.

20 Failure to follow these requirements will result in formal disciplinary action.¹⁴

25 G.C. Exh. 111.

30 After receiving this memo Ingersoll was required to ask his supervisor for permission to conduct union business and then wait for his supervisor to set up an appointment with the other unit employee(s) before visiting them. This requirement did not apply the IAM or Operating Engineers. However, employees belonging to the IAM unit work in very close proximity to each other. Thus, there would be no need for a steward to leave his or her work area to conduct union business.

35 There is no evidence in this record that Ingersoll was outside his work area conducting personal business on company time. Neither Suchy nor Ingersoll’s supervisor in the maintenance department, Ben Moffit, nor the maintenance manager, Mike Dewey (Moffit’s boss), testified in this proceeding. Ingersoll testified that he is dating and was dating a unit employee, Melissa Millsap, who worked in the chill room at the foundry from January 2018 until August 2, 2019. Ingersoll testified that he visited Millsap on the clock to discuss union business frequently and about 5-6 times between
40 December 2018 and February 2019 to discuss issues Millsap was having with her supervisor and her schedule. Crystal Mack, the foundry manager, to whom Millsap’s supervisors reported, testified, but not about Ingersoll’s activities. Pam Wheeler, who was Millsaps’ supervisor at the time, no longer works for WDC and did not testify.

¹⁴ Since this change in policy was illegal, the threat to discipline Ingersoll violated Section 8(a)(1) as alleged in paragraph 10(b) of the complaint.

On February 15, 2019, Ingersoll informed his supervisor that he was going to the core room to schedule service on a machine. Either just before or just after this, Ingersoll went to the core room supervisor's office. While he was there, foundry manager Crystal Mack arrived. Ingersoll asked Mack if he could speak with her. She
 5 said he could do so, and he followed Mack into her office. While there he discussed Saturday start times and a new bathroom break policy that had just been implemented by one of Mack's supervisors. During Ingersoll's conversation with Mack, plant manager Mike Suchy entered the office briefly and left.

10 Ingersoll's activity log for February 15 indicates that he was engaged in union stuff/talking to a supervisor from 5:10 a.m. to 5:20 a.m., G.C. Exh. 12. There is no evidence contradicting Ingersoll's account of what occurred that morning.

15 On February 25, 2019 Ingersoll was called to a meeting with plant manager Mike Suchy, maintenance manager Mike Dewey and his supervisor, Ben Moffit.¹⁵ They presented him with the following verbal documented warning, G.C.Exh. 113.

Documented Verbal Warning

20 REASON: Violation of the 12 -5 -18 interoffice memorandum concerning conduct of company business issued to Ben Ingersoll. An Investigation was conducted and ended on 2- 21 -19. After reviewing the results on. 2- 22 -19. It was determined a Documented Verbal Warning will be issued.

25 EXPLANATION: The occurrence was on 2 -15 -19 and the memorandum was still in effect. Ben Ingersoll has been following the memorandum directives in the past. Ben acknowledges the infraction was made but was trying to be efficient and not spend the time to follow the procedure and save procedure time due to the opportunity at hand. After
 30 his approved meeting with a supervisor, Ben Ingersoll conducted Union Business without permission from his supervisor. The memorandum states failure to follow these requirements will result in formal disciplinary action. Due to the situation this will be reduced to a Documented verbal warning, but the next infraction will result in a 1st step disciplinary action.

35 On March 25, 2019, Mike Dewey called Ingersoll into his office and informed him that whenever he left his work area for union business he would have to carry the pass set forth below with him.

¹⁵ None of these individuals testified in this proceeding. Crystal Mack did not testify about her interaction with Ingersoll on February 15.

Union Business Pass

Request Date _____

Requesting Supervisor _____

Union Representative _____

-Fill out who and the reason for the meeting and E-mail to affected supervisor or management. When the completed form is E-mailed back to you with authorization, date, time, and where, print and give to Union person requesting the meeting. This will be the (pass) authorization to conduct union business on company time. Union person must have this pass in hand during the authorized meeting.

Who is being requested to meet with?

Reason for the meeting request?

Affected Supervisor or Manager, Management

-If you receive this request by E-mail, sign below, if you need manager approval have manager authorize meeting or authorize the meeting yourself and return to sender with meeting date and time and where.

Approval to meet on

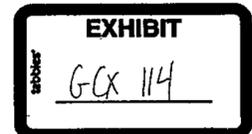
Date _____ Time _____

Where? _____

Authorized By _____

Time meeting ended _____

-When the meeting ends, fill in the time and give to union representative and instruct person to return pass back to requesting supervisor. Any union business conducted without this pass in effect will be considered out of approved procedure and disciplinary action may be received.



Since March 2019, Ingersoll has been required to obtain the pass from Ben Moffit's office and have Moffit fill out his part of the form before conducting any union business on the clock. There is no evidence that representatives of the IAM or Operating Engineers must carry such a pass to conduct union business. However,
 5 there is also no evidence that any of those unions' representatives job functions allow them to visit the entire plant to perform their duties.

Animus towards Ben Ingersoll's union activities

10 April Melroy testified for the General Counsel. Respondent employed her as a human resources generalist for about 6 months, November 2018 to May 2019, then it laid her off. Melroy filed an unfair labor practice charge against Respondent and then withdrew it. There is no other evidence suggesting bias on the part of Melroy towards Respondent.¹⁶

15 I credit Melroy's testimony about her conversations with Amy Reed, then Respondent's human relations manager, about Ben Ingersoll. Reed told her that Ben Ingersoll was a problem, was lazy and spent too much time in doing union activity and not company business. Reed also told Melroy that Respondent wanted to get rid of
 20 Ingersoll. On one occasion, Reed said Ingersoll filed so many complaints with the NLRB that she couldn't get her work done. Reed also said that she was upset in having to meet with Ingersoll weekly, because he wouldn't show up, Tr. 385-86.¹⁷

25 Melroy also testified that maintenance manager Mike Dewey, plant manager Mike Suchy, foundry manager Crystal Mack and Amy Reed directed her to draft termination papers for Ingersoll, Tr. 387. Earlier Suchy told Melroy that Ingersoll was a problem and that eventually Respondent would get rid of him. For the time being, Suchy said the company's issues with Ingersoll could be solved by moving his girlfriend, Melissa Millsap, to a different work area.

30 Melroy further testified that Joe Porto, a consultant to Respondent, told her that Ingersoll was a problem and that Respondent needed to get rid of him, Tr. 390. Porto testified in this proceeding but did not contradict Melroy's testimony. Instead, Porto testified that he never directed anyone to fire Ingersoll, find a reason to terminate
 35 Ingersoll and that he had never seen any documents about firing Ingersoll, Tr. 495-96.

40 Amy Reed testified for Respondent. Reed testified that she was never directed to find a way to fire Ben Ingersoll or investigate him as a means to terminate him, Tr. 572. Reed did not address the rest of Melroy's testimony about her statements concerning Ingersoll; thus, I credit Melroy. Dewey and Suchy did not testify; thus

¹⁶ At page 9 of its reply brief, Respondent describes Melroy as a "discredited witness." To the contrary, none of her testimony was directly contradicted. Her testimony at Tr. 401-402 establishes that in March 2018, Respondent was planning to take additional disciplinary action against Ingersoll, but decided against it after fully investigating his alleged misconduct. The testimony cited by Respondent at page 15 of its initial brief does not directly contradict Melroy's testimony that she was told that discharge papers had actually been drafted.

¹⁷ Respondent has not established that this complaint about Ingersoll was meritorious.

Melroy's testimony about what they said to her about Ingersoll is uncontradicted and thus credited. Crystal Mack testified, but not about what she may or may not have said to Melroy about Ingersoll. In sum, none of Melroy's testimony about what management said about Ingersoll was contradicted and is thus credited.

5

Complaint paragraph 8(b): Respondent allegedly retaliates against unit employees by sending the core room and foundry support employees home early

10 In February and March 2019, WDC and the Steelworkers bargained about paid time off. During this period the company instituted, with the Steelworkers' agreement, an emergency paid time off process, under which employees were not required to give advance notice in certain circumstances (car problems, bad weather, sick children, etc.). At a bargaining session of March 19, Respondent stated that the process was being abused. Bargaining about this issue on March 19, 20 and 21 was contentious, 15 G.C. Exhs. 9a-d; Tr. 48-49.

On Friday, March 22, a number of employees working in the foundry support (chill room)¹⁸ and core room either did not show up for work or planned, or asked to leave work early.¹⁹ Crystal Mack, the foundry manager, who was very angry, 20 complained to April Melroy, that she couldn't do her job, Tr. 393. Mack then went to Jim Mahoney's office, to discuss with Mahoney and others how she should run the core room efficiently, Tr. 552. Mahoney decided for reasons not explained in this record that Mack should send all the core room and chill room employees home immediately.²⁰ When Mack returned from Mahoney's office, she told Melroy that if, "they want to play 25 games, we'll play games right back at them," Tr. 394, 396.²¹ Mack assembled the chill and core room employees at about 10:00 a.m. and sent them all home. On Saturday, March 23, foundry support and core room employees worked mandatory overtime.

¹⁸ A chill is a metal piece inserted in the sand molds, which are manufactured in the core room, to absorb heat.

¹⁹ Foundry Manager Crystal Mack testified that 12 employees did not show up or wanted to leave early from the 2 departments. Of the 8-12 chill room employees, 2 were on or wanted PTO that day. Respondent contends that the number of employees missing or wanting to leave was due to the fact that the University of Iowa basketball team was playing in the NCAA tourney on the morning of March 22.

²⁰ Mack testified that she went to Mahoney's office because she was concerned about the production for the next day, the fact that Respondent had already been in bankruptcy and that Respondent was not making money, Tr. 552. She did not testify that she was concerned about the safety of operating with so many employees missing. Thus, I do not credit the testimony of Joe Porto, a consultant to WDC, that the core department and foundry support department employees were sent home for safety concerns or other reasons not testified to by Crystal Mack.

²¹ Crystal Mack did not contradict Melroy's testimony as to what she said to Melroy.

ANALYSIS

5 *Respondent by CEO James Mahoney and supervisor Terry McKinney violated Section 8(a)(1) by telling employees that there would be no union at the Creston foundry once WDC assumed control of the facility and after it began operating the foundry.*

10 *Respondent violated Section 8(a)(5) and (1) by refusing to recognize and bargain with the collective bargaining representatives of its employees from May 2018 until August 2018.*

15 A successor employer at a unionized facility, such as WDC, violates Section 8(a)(1) by telling employees that in advance that when it becomes their employer there will be no union, *Advanced Stretchforming International, Inc.*, 323 NLRB 529 (1997). A successor employer also violates Section 8(a)(5) and (1) by refusing to recognize and bargain with its employees' collective bargaining representatives afterwards. It is thus clear that Mahoney violated Section 8(a)(1) by telling employees there would be no unions at the foundry in April and that on May 7. Respondent, by McKinney, also
20 violated the Act by making such a statement in the first days of WDC's operation of the plant. It is equally clear that Respondent, by Mahoney, violated Section 8(a)(5) and (1) by refusing to recognize its employees' bargaining representatives from May to August 2018, *Fall River Dyeing and Finishing Corp. v. NLRB*, 482 U.S. 27 (1987).

25 As stated previously, current Board law requires an employer to demonstrate that an incumbent union has lost majority support in order to legally withdraw recognition from it, *Levitz Furniture Co.*, 333 NLRB 717 (2001).²² There is no evidence that either the Steelworkers or IAM had lost majority support in May 2018. Thus, Mahoney had no legitimate basis for refusing to recognize and bargain with the Unions at that time.

30 *I decline to render a finding as to whether Respondent, by Aaron Brammer violated the Act.*

35 It is a close question as to whether Aaron Brammer was acting as an agent of Respondent when he told Kole Vogel that WDC intended to operate union-free. Moreover, this allegation is duplicative of others in this case and would not alter the remedy. Therefore, I decline to render a finding of this allegation.

40 *Respondent was a "perfectly clear" successor to Wellman Dynamics and did not adequately inform employees beforehand of any changes it intended to make in their wages, hours and working conditions.*

²² The Board applied its *Levitz* decision only prospectively, 333 NLRB at 729. Thus, it continued to apply the good faith doubt standard to cases which were pending at the time *Levitz* was issued, *Siemens Building Technologies*, 345 NLRB 1108, 1109 n. 6 & 7 (2005). One such case is *MSK Corp.*, 341 NLRB 43, 44 n. 12 (2004).

Respondent forfeited its right to set the initial terms and conditions of its employees' employment by telling them prior to May 7, 2018 that it would not recognize their collective bargaining representatives.

5 Ordinarily, a successor employer is not bound by collective bargaining agreements negotiated by its predecessor and is free to set the initial terms of employment, *NLRB v. Burns Security Services*, 406 U.S. 272, 281-295 (1972). However, there are instances, such as in the instant case in which it is perfectly clear that the new employer plans to retain all the employees in the unit(s) and in which it will be appropriate to have the employer initially consult with the employees' bargaining representative(s) before fixing the initial terms. Here not only did WDC not consult with employees' bargaining representatives, it made it clear it would not do so at the same time it told Wellman employees that they would all be getting job offers.

15 In *Spruce Up Corp.*, 209 NLRB 194, 195 (1974) the Board restricted the obligations of a "perfectly clear" successor to employers who misled employees into believing they would all be retained without change to their wages, hours, or conditions of employment. Subsequently, the Board held that the new employer has an obligation to bargain over initial terms when it displays an intent to employ the predecessor's employees without making it clear that the employment will be on different terms from those in place with the predecessor, *Canteen Co.*, 317 NLRB 1052, 1053 (1995) enfd. 103 F. 3d 1355 (7th Cir. 1997); *Creative Vision Resources, LLC*, 364 NLRB No.91 (2016) enfd. 882 F. 3d 510 (5th Cir. 2016); *Walden Security*, 366 NLRB 44 (2018).

25 In the instant case, I find the Respondent did not sufficiently explain to the Wellman employees the changes that would occur in their working conditions to entitle WDC to initially and unilaterally set the initial terms of employment on May 7, 2018, see *Cadillac Asphalt*, 349 NLRB 6, 10 (2007). Moreover, although Respondent would ordinarily be entitled to set initial terms, it retained an obligation to negotiate with the unions over those terms, which it did not do.

35 Finally, even if Respondent otherwise would have had a right to set the initial terms of employment, it forfeited that right by telling employees that they would all be hired in a union-free environment and then acting upon that threat by ignoring the unions' bargaining demands for three months, *Advanced Stretchforming, supra: Concrete Co.*, 336 NLRB 1311 (2001); *El Dorado, Inc.*, 335 NLRB 952, (2002).²³

Respondent violated Section 8(a)(3) the Act by sending all the core room and foundry support room employees home early on March 22, 2019

²³ Respondent contends that the Board's recent decision in *Ridgewood Health Care Center, Inc.* 367 NLRB No. 110 (April 2, 2019) overrules *AdvancedStretchforming* at least by implication. I find that the *Ridgewood* case and *Galloway School Lines*, 32 NLRB 1422 (1996) which *Ridgewood* overruled are not relevant to the instant case. In neither of those cases, as in the instant case, had the employer made it clear beforehand that it intended to hire all of the predecessor's employees. In neither case, did the employer do so. Additionally, in *Ridgewood*, the Board declined to find that the employer violated Section 8(a)(1) by telling employees pre-transition that there was no need for a union because such a violation had not been alleged in the complaint (*Ridgewood, slip op. at p. 4, fn. 8*)

In order to prove a violation of Section 8(a)(3) and (1), the General Counsel must show that union activity or other protected activity has been a substantial factor in the employer's adverse personnel decision. To establish discriminatory motivation, the
 5 General Counsel must show union or protected concerted activity, employer knowledge of that activity, animus or hostility towards that activity and an adverse personnel action caused by such animus or hostility. Inferences of knowledge, animus and discriminatory motivation may be drawn from circumstantial evidence as well from direct
 10 evidence.²⁴ Once the General Counsel has made an initial showing of discrimination, the burden of persuasion shifts to the employer to prove its affirmative defense that it would have taken the same action even if the employee had not engaged in protected activity. *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981).

There is no issue with regard to the elements of protected activity and employer
 15 knowledge in this instance. Moreover, the record as a whole demonstrates considerable animus on the part of Respondent towards the unions, and particularly towards Steelworkers Local 17-B, which represented the largest unit of its employees. The record also establishes animus towards the Steelworkers in bargaining over paid
 20 time off on March 19-21, 2018. Respondent's unsubstantiated claims that unit employees were abusing the new emergency paid time off also indicates anti-union animus, as does Crystal Mack's comments to April Melroy on March 22. In light of the timing and unusual or unprecedented nature of Respondent's decision, this evidence is sufficient for the General Counsel to meet his initial burden of proving discriminatory
 25 motivation on the part of WDC in sending the core room and foundry support employees home early on March 22.

On the other hand, Respondent has not established a legitimate affirmative
 30 defense. It has not offered any credible non-discriminatory reason for its actions. The record establishes that Jim Mahoney made the decision to send all these employees home. Mahoney gave no explanation as to his reasons. There is no evidence that Respondent had ever sent entire departments home en masse previously. In the absence of a credible nondiscriminatory explanation, I find the decision was discriminatorily motivated and violated Section 8(a)(3) and (1).

35 *Respondent violated Section 8(a)(5) and (1) by unilaterally restricting Ben Ingersoll's union activities and changing the procedures by which he could conduct union business. It also violated Section 8(a)(1) in threatening Ingersoll with discipline if he did not adhere to these new procedures.*

40 *Respondent further violated Section 8(a)(3) and (1) in issuing Ingersoll a disciplinary warning in February 2019.*

Respondent also violated the Act in requiring Ben Ingersoll to obtain a pass in order to conduct union business on the clock.

²⁴ *Flowers Baking Company, Inc.*, 240 NLRB 870, 871 (1979); *Washington Nursing Home, Inc.*, 321 NLRB 366, 375 (1966); *W. F. Bolin Co. v. NLRB*, 70 F. 3d 863 (6th Cir. 1995).

Union access to represented employees is a mandatory subject of bargaining, *Turtle Bay Resorts*, 355 NLRB 1272 (2010) enfd. 452 Fed. Appx 433 (5th Cir. 2011). Respondent's unilateral changes in changing the procedures by which Union President Ben Ingersoll could conduct union business in December 2018 and February 2019 [the pass requirement], violated Section 8(a)(5) and (1). See, e.g., *BASF Wyandotte Corp.*, 274 NLRB 978 (1985), enfd. 798 F.2d 849 (5th Cir. 1986) (unilateral changes to union office space were unlawful); *Ernst Home Center*, 308 NLRB 848, 848-849 (unilateral changes to past access practice); *Frontier Hotel & Casino.*, 323 NLRB 815, 818 (1997); *Postal Service*, 341 NLRB 684, 687 (2004) [requirement that requests to conduct union business be made in writing].

Discipline imposed pursuant to an unlawful unilateral change violates Section 8(a)(5) and (1), *Consec Security*, 328 NLRB 1201 1999); *Great Western Produce, Inc.*, 299 NLRB 1004 (1990) reversed on other grounds *Anheuser Busch, Inc.* 351 NLRB 644 (2007).²⁵

The disciplinary warning issued to Ingersoll on February 2019, the change in procedures by which he could conduct union business and the union business pass requirement violate Sections 8(a)(3) and (1) as well as 8(a)(5). The record establishes protected activity, employer knowledge and animus towards Ingersoll's union activities sufficient to meet the General Counsel's initial burden of proving discriminatory motive, *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981).

Respondent's animus towards the Union as evidenced by its clearly illegal refusal to recognize it, its unilateral changes and sending the core room and foundry support employees home early, establishes sufficient anti-union animus upon which I infer discriminatory motive for both the written warning and the change in procedure and the imposition of the pass requirement. Moreover, April Melroy's testimony establishes Respondent's animus towards Ben Ingersoll's union activities.

Respondent had not established a credible affirmative defense that the actions taken against Ingersoll were non-discriminatory. In the absence of testimony from Suchy, Moffit, Dewey or anyone else justifying either the discipline, the change in procedure and the union business pass, there is no nonhearsay evidence to support a nondiscriminatory motive for any of these measures. Therefore, I find the discipline, the more stringent procedures for doing union business and union business pass requirement violate Section 8(a)(3) and (1).

Respondent violated Section 8(a)(5) and (1) by repeatedly changing the starting time for Saturday overtime work without giving the union(s) notice and an opportunity to bargain.

²⁵ The instant case is distinguishable from *Anheuser-Busch* in that Respondent has not established any misconduct on the part of Ben Ingersoll. His offense was discussing union-related issues with foundry manager Crystal Mack, conduct arguable consistent with Respondent's open-door policy.

Respondent violated Section 8(a)(5) and (1) by requiring employees to use the restroom on regularly scheduled breaks and reducing the length of the morning break from 20 to 10 minutes.

5 Employee work schedules are a mandatory subject of bargaining, *Indian River Memorial Hospital*, 340 NLRB 467 (2003); *Pepsi-Cola Bottling Company of Fayetteville*, 330 NLRB 900, 902, fn. 19 (2000); *Hedison Manufacturing Co.*, 260 NLRB 590, 592-94 (1982) [5-minute change to employees' starting time]. Respondent's changes to the start of mandatory overtime on Saturdays was a material change in employees' working conditions in that it required them to regularly rearrange their personal lives. This change thus violates Section 8(a)(5) and (1).

15 Similarly, employee breaks are a mandatory subject of bargaining, *Rangaire Company*, 309 NLRB 1043 (1992) affd. 9 F.3d 104 (5th Cir. 1993) (cessation of past practice of granting an extra 15 minutes of paid lunch on Thanksgiving constituted an unlawful unilateral change in a mandatory subject of bargaining); *Kurdziel Iron of Wauseon, Inc.*, 327 NLRB 155, 156 (1998), enfd. 208 F.3d 214 (6th Cir. 2000) (unilateral reduction of the length of the lunchbreak involved "the core of subjects to which the statutory bargaining obligation applies"). It is obviously a material change if employees are no longer allowed to take restroom breaks as needed, but instead must use the restrooms only during a scheduled break. This new policy and the reduction of the morning break from 20 minutes to 10 minutes also violated Section 8(a)(5) and (1).

SUMMARY OF CONCLUSIONS OF LAW

25 Respondent, WDC Acquisitions LLC, by its agent James Mahoney, violated Section 8(a)(1) of the Act by telling employees, prior to its ownership and operation of the Creston, Iowa foundry, that WDC would operate the foundry without any unions.

30 Respondent, WDC Acquisitions, LLC, a successor employer to Wellman Dynamics, violated Section 8(a)(5) and (1) by refusing to recognize and bargain with United Steelworkers Local 17-B and District Lodge 6 of the International Association of Machinists from May 7, 2018 until August 6, 2018.

35 Respondent, WDC Acquisitions, LLC, by supervisor Terry McKinney, violated Section 8(a)(1) on May 8 and 9, 2018, by telling employees there would be no union at the Creston, Iowa foundry.

40 Respondent, WDC Acquisitions, a "perfectly clear" successor employer to Wellman Dynamics, forfeited its right to set the initial terms and conditions of employment for the Steelworkers and Machinists bargaining unit members by failing to explain completely and explicitly how those terms and conditions would differ from the terms and conditions under Wellman Dynamics.

45 Respondent, violated section 8(a)(5) and (1) of the Act by setting initial terms and conditions of employment for Steelworkers and Machinist bargaining unit members that

differed from those in force under Wellman Dynamics, including, but not limited to: Attendance policies and the reduction of the duration of break periods.

5 Respondent violated section 8(a)(5) and (1) by making unilateral changes after May 7, 2018 to the terms and conditions of employment of Steelworkers and Machinist bargaining members including repeated changes to the starting time of Saturday mandatory overtime, additional changes in its attendance policies and instituting a new policy requiring employees to use the restroom on their scheduled breaks.

10 Respondent violated sections 8(a)(3), (5) and (1) by changing the protocol upon which Steelworkers agents were allowed to perform union business, requiring Steelworker employee agents to obtain and carry a union business pass and issuing Benjamin Ingersoll a disciplinary warning for violating these illegally instituted requirements.

15 Respondent violated Section 8(a)(1) in threatening Benjamin Ingersoll with discipline in December 2018 if he did not adhere to its illegal new procedures for conducting union business.

20 Respondent violated section 8(a)(3) and (1) by sending core room and foundry support employees home early on March 22, 2019.

REMEDY

25 Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.²⁶

30 On these findings of fact and conclusions of law and on the entire record, I issue the following recommended²⁷

ORDER

35 The Respondent, WDC Acquisitions, LLC, Creston, Iowa, its officers, agents, successors, and assigns, shall

1. Cease and desist from

40 (a) Refusing to recognize and bargain with United Steelworkers Local 17-B as the collective bargaining representative of its foundry employees.

²⁶ I have not provided a remedy for Deborah Graham because the record does not establish that had Respondent maintained the status quo upon becoming her employer, she would have been employed by it on January 18, 2019.

²⁷ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

- (b) Refusing to recognize and bargain with District Lodge 6 of the International Association of Machinists as the collective bargaining representative of its pattern makers.
- 5 (c) Making unilateral changes to the terms and conditions of employment of bargaining unit members of United Steelworkers Local 17-B and District Lodge 6 of the International Association of Machinists.
- 10 (d) Telling employees that there will be no unions at its Creston, Iowa facility.
- (e) Changing the protocols for agents of Steelworkers Local 17-B to perform union business unless such changes are the product of good faith negotiations with the Steelworkers.
- 15 (f) Threatening employees with discipline for failure to comply with illegal unilateral changes in the procedures for conducting union business.
- 20 (g) Issuing discipline to any employee for violating any requirements on union visitation rights that are unilaterally or discriminatorily imposed by Respondent.
- (h) Sending employees home early in retaliation for their union or other protected activities.
- 25 (i) 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.
- 30 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) On request, bargain with Steelworkers Local 17-B as the exclusive representative of its foundry employees and District Lodge 6 as the exclusive representative of its pattern makers employees concerning terms and conditions of employment and, if an understanding is reached, embody the understanding in signed agreements.
- 35 (b) On request by either union, cancel changes in the terms and conditions of employment that were unilaterally effected since WDC Acquisitions began operating the Creston facility—with the following exception: Respondent need not cancel the 401(k) program it instituted and need not reinstitute any defined pension plan that existed when Wellman Dynamics operated the facility.
- 40

- (c) Make employees whole for any loss of earnings and benefits that have resulted from its unilateral changes—other than the change from a defined benefit plan to a 401(k) plan.²⁸
- 5 (d) Make employees whole for any loss of earnings and benefits that have resulted from sending them home early on March 22, 2019.
- 10 (e) Rescind the warning issued to Benjamin Ingersoll in February 2019 and inform him in writing that this has been done and that the warning will not be used against him in any way.
- (f) Rescind the changes made since August 2018 in the procedures by which union stewards may conduct union business.
- 15 (g) Rescind the requirement that Ben Ingersoll or any other union official or agent must obtain and carry a pass to conduct union business.
- 20 (h) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
- 25 (i) Within 14 days after service by the Region, post at its Creston, Iowa facility copies of the attached notice marked “Appendix.”²⁹ Copies of the notice, on forms provided by the Regional Director for Region 18 after being signed by the Respondent’s authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the 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 employees 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. In the event that, during the pendency of these proceedings,
- 30
- 35

²⁸ This includes employees who were terminated pursuant to the WDC attendance policy who would not have been terminated but for WDC’s failure to maintain the status quo, as evidenced by Wellman Dynamics’ attendance policy. The status quo includes the employees’ unexcused absence history with Wellman had it not been wiped clean by WDC.

²⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading “Posted by Order of the National Labor Relations Board” shall read “Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.”

the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since May 7, 2018.

5

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

10

Dated, Washington, D.C. January 16, 2020

15



Arthur J. Amchan
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

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

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us 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 refuse to recognize and bargain with the United Steelworkers Local 17-B as the exclusive bargaining representative of our foundry employees.

WE WILL NOT refuse to recognize and bargain with District Lodge 6 of the International Association of Machinists as the exclusive bargaining representative of our pattern makers.

WE WILL NOT tell you that we intend to operate our Creston, Iowa foundry without employees having union representation.

WE WILL NOT make any changes to the terms and conditions of your employment without providing your exclusive bargaining representatives an opportunity to bargain over any proposed changes.

WE WILL NOT unilaterally change the procedure for agents of your bargaining representatives to conduct union business.

WE WILL NOT threaten you with discipline for failing to comply with any illegal unilateral change in your wages, hours and working conditions.

WE WILL NOT require any agents of your bargaining representative to obtain a pass from management in order to conduct union business.

WE WILL NOT send employees home early for engaging in union or other protected activities, or for being represented by a labor organization.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL on request rescind any unilateral changes we have made to terms and conditions of your employment-with the exception that we will not rescind our 401(k) plan or reinstitute the defined pension plans that existed under Wellman Dynamics.

WE WILL, on request, bargain with the Unions and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the Steelworkers and Machinists bargaining units.

WE WILL rescind the requirement that Ben Ingersoll must obtain a pass to conduct union business and any other changes we have unilaterally made to the access of union agents to bargaining unit members.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to the unlawful warning issued to Ben Ingersoll in February 2019 and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the warning will not be used against him in any way.

WE WILL makes employees whole for any loss of earnings and benefits that have result from our unilateral changes-with the exception of our initiation of a 401(k) plan instead of the Wellman Dynamics defined pension plan.

WE WILL Make employees whole for any loss of earnings and benefits that have resulted from our sending them home early on March 22, 2019.

WDC ACQUISITION, LLC

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

Towle Building, Suite 790, 330 Second Avenue South, Minneapolis, MN 55401-2221
(612) 348-1757, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/18-CA-220488 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE
DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY
ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR
COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE
REGIONAL OFFICE'S COMPLIANCE OFFICER, (612) 348-1770.