

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

MARATHON PETROLEUM CO., D/B/A
CATLETTSBURG REFINING, LLC

and

Case 09-CA-162710

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, AND ITS
LOCAL 8-710

**COUNSEL FOR THE GENERAL COUNSEL'S MOTION TO REMAND THIS MATTER
TO THE GENERAL COUNSEL TO PROCESS THE CHARGING PARTY'S
WITHDRAWAL REQUEST**

On September 1, 2016, Administrative Law Judge Randazzo issued a decision finding that Marathon Petroleum Co., d/b/a Catlettsburg Refining, LLC (Respondent) violated the Act by failing to provide Charging Party United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, and its Local 8-710 (Charging Party or the Union) with certain information related to subcontracting of routine maintenance work and the potential return of some of that work to the bargaining unit. On July 18, 2018, the National Labor Relations Board (the Board) affirmed Judge Randazzo's finding of a violation with minor modifications.

On September 25, 2018, Respondent petitioned for review with the U.S. 6th Circuit Court of Appeals (the 6th Circuit). The Board cross petitioned-for enforcement on October 23, 2018. On August 16, 2019, the 6th Circuit issued a decision disagreeing with the Board that the question of an obligation to bargain over subcontracting of routine maintenance work had been waived. The 6th Circuit remanded this matter to the Board to consider the question of whether Respondent had a duty to bargain over subcontracting and thus, an obligation to provide information. The 6th Circuit subsequently issued its mandate on October 8, 2019.

On January 30, 2020, the Board issued a letter to counsel advising that it accepted the remand from the 6th Circuit and that the parties had a deadline of February 27, 2020 to file briefs pursuant to Section 102.46(h) of the Board's rules and regulations. On February 25, 2020, the Board extended the due date for briefs to March 12, 2020, per the Counsel for the General Counsel's request, so that the parties could attempt to resolve this matter.

Both the Union and Respondent have advised that since the events giving rise to this case, which occurred in 2015, the parties have entered into a new collective-bargaining agreement, which includes a new letter of agreement regarding routine maintenance utilization (the issue for which information was originally sought in the instant case). The current collective-bargaining agreement, effective from February 1, 2019 to January 31, 2022, maintains the same Article 20 language present in the collective-bargaining agreement at issue in this case, (restricting outsourcing of routine maintenance, but only in the event of an involuntary layoff). The letter of agreement regarding routine maintenance utilization, entitled "routine maintenance craft utilization letter" (attachment 1 to the current collective-bargaining agreement) addresses how to resolve questions on subcontracting costs and sets forth requirements for local discussions to review routine maintenance utilization. In addition to the parties' agreement on a new collective-bargaining agreement which addresses the same kind of concerns that gave rise to the instant matter, Respondent has provided certain contractor invoices to the Union, which the Union has agreed to accept in order to resolve this matter. Given the above, the Union has requested that the charge which formed the basis for the complaint and trial of this matter be withdrawn. Respondent and the Union concur with Counsel for the General Counsel's motion to have this matter remanded for purposes of enabling the Region to process the Union's withdrawal request.

For the foregoing reasons, Counsel for the General Counsel petitions the Board to remand this matter to Region 9 of the Board in order to process the Union's withdrawal request.

Through good faith collective bargaining and compromise, as contemplated by the National Labor Relations Act, the parties have effectively resolved the underlying issues which gave rise to this case.

Dated: March 9, 2020

Respectfully submitted,

/s/ Jonathan D. Duffey

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CERTIFICATE OF SERVICE

March 9, 2020

I hereby certify that I served the attached Counsel for the General Counsel's Motion to Remand this Matter to the General Counsel to Process the Charging Party's Withdrawal Request on all parties by regular mail or emailing copies thereof by electronic mail today to the following at the addresses listed below:

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