

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

INTERNATIONAL ASSOCIATION  
OF MACHINISTS, DISTRICT 751,

Petitioner,

v.

THE NATIONAL LABOR  
RELATIONS BOARD,

Respondent.

AIM AEROSPACE SUMNER, INC.,

Intervenor

AND RELATED ACTIONS

Consolidated Case Nos.

19-71501

19-71766

19-71804

**PETITIONER  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS, DISTRICT  
751'S MOTION TO  
SUPPLEMENT AGENCY  
RECORD**

**I. IDENTITY OF MOVING PARTY**

Petitioner International Association of Machinists, District 751, seeks the relief designated below.

**II. RELIEF REQUESTED**

Petitioner moves the Court for an order granting it permission to supplement the record on appeal with Counsel for the General Counsel's Brief in Support of Cross Exceptions, a document submitted in the underlying National Labor Relations Board case on June 27, 2018.

### **III. REASONS WHY RELIEF SHOULD BE GRANTED**

On July 6, 2020, it came to the attention of the undersigned that a document that was part of the agency record does not appear on the Certified List (Dkt. 20) filed by Respondent National Labor Relations Board. In the underlying NLRB case that gave rise to the appeal in case 19-71501, multiple documents were filed by the General Counsel for the National Labor Relations Board on June 27, 2018. The Certified List has the General Counsel's Cross Exceptions, but does not contain the Counsel for the General Counsel's Brief in Support of Cross Exceptions, that was filed the same day. The brief is a 36-page document, and is attached hereto.

The inclusion of this brief into the record on appeal is necessary for proper adjudication of the case, because it shows that the National Labor Relations Board's General Counsel's claim at the bottom of page 50 to the top of page 51 of their brief (Dkt. 31) that "no party argued to the Board that Master Slack is inapplicable, or that the Hearst presumption applies, in assessing whether Downs-Haynes' promotion tainted the petition," which is the essential factual predicate for the General Counsel's jurisdictional argument set forth on pages 50-52 of that brief, is not accurate, because it demonstrates that the General Counsel itself made that argument to the Board.

#### IV. CONCLUSION

Petitioner International Association of Machinists, District 751 hereby requests the Court grant its motion to supplement the record, and accept the attached brief as added to the record on review in this matter.

Respectfully submitted this 8th day of July, 2020.

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**DECLARATION OF SERVICE**

The undersigned declares under penalty of perjury, in accordance with 28 U.S.C. § 1745, that the following is true and correct:

I, Carson Phillips-Spotts, filed the foregoing document with the Ninth Circuit electronically via the CM/ECF System, which will automatically provide notice of such filing to all required parties via email..

DATED this 8th day of July, 2020, in Seattle, Washington.

By: s/Dmitri Iglitzin  
Dmitri Iglitzin, WSBA No. 17673  
Attorneys for International Association of Machinists District 751

# Attachment

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

**AIM AEROSPACE SUMNER, INC.**

**and**

**Cases 19-CA-203455  
19-CA-203586**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS, DISTRICT 751**

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Ryan Connolly, Counsel for General Counsel (“General Counsel”), pursuant to § 102.46(e) of the Rules and Regulations of the National Labor Relations Board (“Board”), respectfully submits this Brief in Support of the General Counsel’s Cross-Exceptions to the Decision (“Decision”) of Administrative Law Judge Eleanor Laws (“ALJ”), issued on May 16, 2018. Consistent with the exceptions filed by the Charging Party, and the cross-exceptions of the General Counsel, filed separately, this brief sets forth General Counsel’s position concerning this case, identifies those areas of the Decision in which the ALJ erred as a matter of fact or law, and seeks the appropriate remedy for the violations that occurred.

## **I. FACTUAL BACKGROUND**

AIM Aerospace Sumner (“Respondent”) is a composite parts manufacturer for the aerospace industry, operating three facilities, located in Sumner, Renton, and Auburn, Washington. (ALJD 2:10-11; Tr. 25:11-16)<sup>1</sup> Composite parts are produced by layering sheets of material into specified shapes and heating the product to set its form. (Tr. 25:12-16) At Respondent’s Sumner facility, the only facility at issue in this case, the layering function takes place at assembly stations in production areas, such as layup area 1 and 2 and autoclave layup, and the heating function is performed in centrally located ovens. (GC Ex 2, 5, 9-10; R Ex 2) Other areas of the facility, such as paint prep, painting and shipping, support the production function. (GC Ex 2, 5, 9-10; R Ex 2)

Since 2013, the International Association of Machinists, District 751 (“Charging Party” or “Union”), has represented approximately 250 hourly employees at the Sumner

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<sup>1</sup> References to the ALJD appear as (ALJD --:--). The first number refers to the pages; the second to the lines. References to the transcript appear as (Tr. --:--). References to General Counsel Exhibits appear as (GC Ex --). References to Respondent Exhibits appear as (R Ex --). References to Joint Exhibits appear as (Jt Ex --).

facility (the “Unit”). (Tr. 32:14-18) Following certification, the parties entered into a collective-bargaining agreement effective from April 25, 2014, to May 1, 2018. (ALJD 2:36-37; Jt Ex 2) Neither the Renton nor Auburn facilities have union-represented employees. (Tr. 32:16-18) Comparable positions to those in the Unit at Renton and Auburn were – at least by 2017 – paid a higher wage rate than the Sumner employees, and the unrepresented employees at those positions had received wage increases in early 2017. (ALJD 3:5-6; Tr. 43:18-22, 369:1-11)

**A. Respondent Blames the Union for its Inability to Provide Employees a Pay Raise**

The parties’ collective-bargaining agreement establishes a minimum wage-scale for unit employees, but it also explicitly allows Respondent to pay employees above the minimum at its discretion. (Jt Ex 2) Article XII, § 7.05, entitled Company Discretion states:

The Company may for legitimate business reasons, in its discretion, pay an employee above the rates in this Agreement. Those reasons may include, but are not limited to the following: retention of needed skills, exceptional performance, consistent demonstration of skills above expectations, excellent dependability, quality of work, leadership, mentoring and demonstrated collaborative behavior.

(ALJD 3:29-33; Jt Ex 2) However, in responding to questions from employees about raises, Respondent’s managers and supervisors, including Production Manager Rob Anderson (“Anderson”), General Manager Bill Keilman (“Keilman”), and Human Resources Director Debbie Ruffcorn (“Ruffcorn”), frequently misled employees, stating it was the Union and the collective bargaining agreement that prevented them from getting a raise. (ALJD 3:35-41, 4:1-34; Tr. 46:13-25; 47:1-5; 142:2-4; 145:11-13; 123:1-4)

These comments were amplified in the months preceding the circulation of the decertification petition, the petition the prompted Respondent's eventual withdrawal of recognition in this case, as Respondent intensified its blame-the-Union strategy.<sup>2</sup> For example, employee Giuseppe Mercado ("Mercado") described a conversation with manager Anderson in March of 2017, when Anderson approached him and asked why Mercado had chosen not to paint anymore. (ALJD 4:4-7; Tr. 141:11-19, GC Ex 7) Mercado explained to Anderson that he had previously been doing extra jobs, but there was no benefit in it, as without a raise it was just more work for the same amount of money. (ALJD 4:7-9; Tr. 141:18-25; GC Ex 7) In response, Anderson told Mercado "because you're in a union and we have a contract, we can't pay you any more." (ALJD 4:7-9; Tr. 142:2-4; GC Ex 7) Mercado pointed out this wasn't correct, and that the contract did allow for wage increases, but Anderson shook his head and moved on to another topic. (Tr. 142:7-12)

A few weeks after the March conversation between Mercado and Anderson, Mercado had a similar conversation with General Manager Keilman. (ALJD 4:9-11; Tr. 144:9-11) Keilman approached Mercado in the large lunchroom on a Saturday as Mercado returned from break, and asked Mercado why he wasn't painting. (ALJD 4:9-10; Tr. 144:20-25, 145:1-8) Mercado repeated what he had told Anderson – that previously he had been doing extra jobs, but there was no benefit in it, as without a raise it was just more work for the same amount of money. (ALJD 4:10; Tr. 145:8-11) Keilman then replied to Mercado, "because you've got a union contract, we can't pay

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<sup>2</sup> A petition seeking decertification was never filed with the Board, but consistent with the usage of the parties and witnesses in the record the petition at issue in this case is referred to here as the "decertification petition."

you more.” (ALJD 4:10-11; Tr. 145:11-13) As with Anderson, Mercado pointed out to Keilman that this was not correct, the contract did allow for wage increases. (ALJD 4:10-11; Tr. 145:15-18) Keilman didn’t address it further; he replied there was new management and Mercado had to be patient. (ALJD 4:12; Tr. 146:1-2)

Employee James Herness (“Herness”) was given a similar explanation for the lack of raises when he spoke to Human Resources Director Ruffcorn in July of 2017. Herness, a steward for the Union, brought several grievances regarding discrepancies in the pay of employees Katy Pine (“Pine”) and Dann Derrow (“Derrow”) to Ruffcorn’s office on or about July 20, 2017. (ALJD 4:26; Tr. 46:13-15) Ruffcorn asked what the grievances were about, and Herness replied pay issues. (ALJD 4:26; Tr. 46:16-19) Ruffcorn stated that it seemed like there were a lot of pay issues, and Herness responded that when employees aren’t making very much and they ask for more wages and are denied, they get upset if their pay is not correct. (ALJD 4:27-28; Tr. 46:21-25) Ruffcorn then pointed to a copy of the collective bargaining agreement on her desk and replied she thought Respondent could not pay employees more “because of the contract.” (ALJD 4:28-29; Tr. 46:13-25, 47:1-5) Herness replied that raises could be given under the contract and offered to show Ruffcorn, but she waved her hand and dismissed the offer. (ALJD 4:30-31; Tr. 47:1-8)

Respondent continued its blame-the-Union strategy even after it withdrew recognition, as reflected in its own notes. In the meetings with employees on July 25, 2017, when Respondent announced its withdrawal of recognition from the Union, Chief Operating Officer Pat Russell, in response to a question from an employee regarding why Auburn employees make more money than Sumner employees, told employees

“the collective bargaining had a lot to do with that. We had a contract and stayed within the wage scale.” (R Ex 17)

Similar statements throughout the course of the contract casting the Union as a barrier to wage increases were not limited to 2017, but have long played a central role in Respondent’s discourse regarding the Union. As Herness testified, when he asked about raises shortly after he started his employment in 2014, Anderson stated that the Union contract prohibited Respondent from giving additional wage increases. (ALJD 3:35-38; Tr. 45:22-24) Mercado testified about a conversation he had with Anderson in 2016 prior becoming a steward, in which Anderson pointed to the pay scale in the Union contract and informed Mercado he would have his pay reduced if he moved from paint-prep to a painter position, explaining “we can't pay you more because of this union contract right here. This is where you're going to be set at.” (ALJD 3:40-41, 4:1-2; Tr. 140:8-10)

**B. Respondent Assists Employees in Circulating Decertification Petition**

While Respondent had been placing the blame on the Union for the lack of raises for some time, it was not until the summer of 2017, shortly after the third year of the contract concluded, that it actively fostered disaffection/decertification efforts. It did this by supporting and rewarding its employee Lori Anne Downs-Haynes (“Downs-Haynes”) as she went about collecting signatures on an employee disaffection/decertification petition. Specifically, Respondent’s support entailed: selectively enforcing its no-solicitation policy to allow Downs-Haynes to collect signatures on work time, knowingly allowing Downs-Haynes to openly collect signatures throughout the plant, and relocating Downs-Haynes to layup area 1 to assist her in gathering signatures.

**1. Respondent Selectively Enforces Its No-Solicitation Policy to Allow Downs-Haynes to Collect Signatures on Work Time**

According to Downs-Haynes and coworker Rebecca Cole (“Cole”), they began researching and creating the decertification petition in the second or third week of June 2017. (ALJD 5:18-20; Tr. 259:11-17, 279:24-25, 280:1-6) All signatures on the petition eventually submitted to Respondent are dated between June 28 and July 20, 2017. (Jt Ex 1) Downs-Haynes admitted that she collected signatures in the facility, although in her testimony she was careful to characterize this solicitation as only occurring on break and lunch time. (Tr. 280:23-25)

However, many employees testified that Downs-Haynes approached them, or they personally observed her approach others, while employees were on “working time,” actively engaged in their work, to either sign the decertification petition or for Downs-Haynes to determine their willingness to sign the petition, in contradiction of the following policy set forth in § 6.10 of Respondent’s handbook:

Employees are also prohibited from soliciting other employees for any cause during their assigned working time. For this purpose, working time means time during which either the soliciting employees or the employees who are the object of the solicitation are expected to be actively engaged in their assigned work.

(R Ex 25)

For example, employee Christy Westover (“Westover”) testified that, after she had been provided a copy of the petition the day prior, Downs-Haynes approached her at her workstation at approximately 6:15 a.m. – away from Downs-Haynes’ work area and without any apparent work purpose on the part of Downs-Haynes – and asked Westover whether she had signed the petition. (ALJD 7:37-39; Tr. 80:1-3) Westover replied she had not, as she had been working and had not had a chance. (Tr. 80:4-5)

Later that afternoon, at approximately 2:45 p.m., again while Westover was working, Downs-Haynes returned and asked Westover once more about the petition. (Tr. 80:10-22) Employee Darrow, who was being trained by Westover at the time, observed both interactions. (ALJD 7:40; Tr. 160:1-20)

Employee Corinne Peterson (“Peterson”) testified regarding a similar situation where she observed Downs-Haynes approach employees on their work time. (ALJD 8:22; Tr. 104:4-8, 15-24) According to Peterson, on a morning in July of 2017, Downs-Haynes was in her work area and approached an employee named Dave, while he was working, and talked to him while holding a piece of paper with signature lines on it. (ALJD 8:22-23; Tr. 103:18-25, 104:8) Peterson observed Downs-Haynes move on to the employee next to Dave in that assembly area once she was done talking to him. (ALJD 8:24; Tr. 105:4-14)

Mercado similarly testified that Downs-Haynes approached him and a coworker on work time and asked if they wanted to sign a petition to get rid of the Union. (ALJD 7:12-14; Tr. 132:7-12; GC Ex. 6) Employee Rodney Christian (“Christian”) also testified that Downs-Haynes approached him in July, at the end of the graveyard shift while he was working. (ALJD 7:25-29; Tr. 176:13-25, 177:1-12)

These interactions described by employees were not fleeting or incidental; Christian described how his interaction with Downs-Haynes lasted ten minutes, with her following him to his workstation. (Tr. 186:12-18) Although she made general denials of gathering signatures on work time, Down-Haynes herself admitted to at least some cursory discussion of the petition on work time. (Tr. 281:2-7) Downs-Haynes was never reprimanded or disciplined for these actions, but was only reminded by Shaw of

the need to not solicit signatures on the petition during work time. (ALJD 14:25-27; Tr. 281:2-13)

In contrast, multiple employees credibly testified regarding how Respondent's managers and supervisors regularly interrupted employees and told them to get back to work. The ALJ's conclusion that Respondent generally permitted to talk while working, as long as employees stayed "on task," is not an accurate description of the workplace. For example, Herness testified that, while on Union business, he was told to get back to work by Supervisor Merrick James. (Tr. 72:9-14) Westover testified that her supervisor told her to stop talking and return to work on several occasions. (Tr. 86:3-6) Christian similarly testified that his supervisor directed him to return to work when talking to a coworker in early 2017. (Tr. 178:7-21) He also testified as to specific examples when he regularly observed managers and supervisors direct at least three coworkers to stop talking and return to work. (Tr. 180:4-19, 181:2-22) At least one employee, Craig Beder, had been disciplined for discussing non-work topics while on the clock. (ALJD 8:28-29; Tr. 195:2-13; R Ex 1) Even supervisor James admitted that he recalled having to intervene to break up "union talks" in the past because they interrupted work. (Tr. 321:5-20)

## **2. Respondent Knowingly Allows Downs-Haynes to Openly Collect Signatures Throughout the Plant**

Downs-Haynes solicited co-workers not only at a variety of times, but also throughout the plant. Employee witnesses credibly testified regarding Downs-Haynes' discussing the decertification petition with them or others, including Herness, Mercado, and Christian, employees with workstations widely distributed about the facility. (GC Ex

2, 3, 5, 9) The record contains no work-related reason why Downs-Haynes would be in such widely distributed areas. In her decision the ALJ did not discredit employee's testimony on this point, yet did not address why Downs-Haynes was allowed to wander the plant in a manner other employees were not.

Employee Adair Noonan ("Noonan"), who was employed in the same position as in layup area 1, testified she rarely if ever was required to leave her work area. (Tr. 214:20-25) Further, Respondent's normal practice is to monitor employees' time and movement. Herness described, for example, the process by which he can leave his work area to serve in his steward capacity if an employee requests requires that his supervisor and the supervisor of the requesting employee first arrange for Herness and the employee to meet. (Tr. 53:2-6, 67:14-22)

Not only did Respondent place no such restrictions on Downs-Haynes, but Respondent was well aware of Downs-Haynes' activities in circulating the decertification petition. In fact, she consulted with them about it. As both Ruffcorn and Downs-Haynes admit, on at least three separate occasions, Downs-Haynes requested to meet with Human Resources to address the petition. (ALJD 5:39-40, 6:1-16, 6:20; Tr. 296:18-25, 297:1-5, 404:17-25; R Ex 11) On June 30, 2017, Downs-Haynes met with management twice: in the morning she met with both Ruffcorn and Pratt and asked numerous questions about what would happen if the Union was decertified; and in the afternoon she met with Ruffcorn and Booth about a dispute with Herness and again discussed the petition. (ALJD 5:39-41, 6:1-16; Tr. 372:25, 373:1-25, 407:14-25, 408:1-7; R Ex 11) On July 5, 2017, she again met with Ruffcorn and Pratt, and again asked questions about the petition and the filing process, a conversation that concluded with Ruffcorn providing

Downs-Haynes the National Right-to-Work website. (ALJD 6:20; Tr. 409:10-25, 465:16-22; R Exh 11)

In addition to these conversations directly with management, employees also brought her work time solicitation to the attention of Respondent. Peterson testified that, once she observed Downs-Haynes soliciting signatures, she notified Respondent, stopping supervisor Donna Shaw (“Shaw”) to ask if she knew what Downs-Haynes was doing, “passing a paper around” in layup area 1, which Shaw supervised. (ALJD 7:17-18; Tr. 107:6-11) According to Peterson, Shaw merely replied she didn’t care what employees talked about. (ALJD 7:19-20; Tr. 107:6-8; GC Exh 4)

Peterson also spoke to her own supervisor, Kendrick James, about Downs-Haynes collecting signatures *on work time*. (ALJD 7:21-22; Tr. 109:19-24) Peterson approached James and department lead Jose, and specifically asked James if he knew what was going on with the petition. (ALJD 7:22-23; Tr. 110:2-13) In response, James said he “could not stop her,” to which Jose added that he wondered “who she [Downs-Haynes] was going to get next,” and James shook his head. (Tr. 110:22-24; 114:19-20)

Other employees, in addition to Peterson, also brought the activities of Downs-Haynes to Respondent’s attention throughout July 2017. For example, Mercado and Herness requested a meeting with Vice-President of Human Resources Leigh Booth and Ruffcorn about decertification information Respondent was providing, and they raised the issue. (ALJD 7:44-45, 8:1-15; Tr. 38:12-20, 40:25, 41:1-2; 136:11-18)

When speaking to Union Stewards Mercado and Herness, Booth and Ruffcorn feigned ignorance and dismissed out-of-hand the suggestion that Downs-Haynes was collecting signatures on work time, despite the ample record evidence to the contrary.

As Downs-Haynes herself admitted, supervisor Brenda Sellers spoke to her about collecting decertification conduct on work time. (ALJD 15:10-12; Tr. 281:12-17) Further, Shaw and other supervisors, such as James, and managers, including Booth and Ruffcorn, admitted they were aware of the petition circulating even as they attempted to deny specific knowledge of Downs-Haynes collecting signatures. (Tr. 320:7-25, 321:1-5, 341:4-11, 386:8-10) In fact, a meeting was held with supervisors, on June 27, 2017, to address the petition.<sup>3</sup> (Tr. 401:15-25, 402:1-9, 403:6-10) This meeting took place the day before Downs-Haynes began circulating the petition, and three days prior to the first meeting Downs-Haynes had met with Ruffcorn and Pratt to discuss the petition. (Jt Ex. 1; Tr. 403:15-25, 404:1-25)

**3. Respondent Relocates Down's-Haynes to Layup Area 1 to Assist Her in Gathering Signatures**

Respondent further aided Downs-Haynes in gathering employee signatures by transferring her from one department to another. On June 19, 2017, at the beginning of Downs-Haynes' signature collection, Downs-Haynes was temporarily transferred from autoclave layup, a production area supervised by Brenda Sellers where approximately 30 employees work, to layup area 1, a production area located on the other side of the facility, supervised by Donna Shaw, where approximately 24 employees work. (ALJD :65:6-8; Tr. 213:14-22, 333:23-25, 334:1, 335:18-25; R Exh 2, 18) This unexpected transfer came after Downs-Haynes had worked in Autoclave layup for the prior four years. (Tr. 332:15-19, 334:17-22)

Sellers testified that she would frequently assign Downs-Haynes to work in other production areas, but quantified those assignments either as overtime at the beginning

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<sup>3</sup> The ALJ concluded Booth was "evasive" about this training. (ALJD 5:37)

or end of Downs-Haynes work day or as a short-term fill-in. (Tr. 336:21-25; 337:4-13) Asked to identify others that had been transferred for a period of time similar to Downs-Haynes, several weeks, Sellers only provided two other examples. (Tr. 340:18-25; 347:20-25, 348:1, 21-25; 349:1)

Once located in layup area 1, Downs-Haynes took advantage of this access to a new group of employees to collect signatures. Employee Noonan, also assigned to layup area 1, testified that during the two months Downs-Haynes worked in layup area 1, Downs-Haynes was regularly absent from her work area more frequently than other laminators. (ALJD 7:33-34; Tr. 215:7-9) Employee Katy Pine, also employed in layup area 1, testified that Downs-Haynes, at least during one week during this period, was gone a few hours at a time, two or three times that week. (ALJD 7:5-9; Tr. 227:23-25; GC Ex. 11) Supervisor Sellers also admitted that she spoke to Downs-Haynes in June or July, 2017, while Downs-Haynes was working in layup area 1, about returning from breaks and lunches on time, after the issue was brought to her attention by supervisor Shaw. (ALJD 15:10-11; Tr. 343:12-21) However, Respondent took no adverse action against Downs-Haynes.

As noted above, before and during the signature collecting process Downs-Haynes also sought help from Respondent. By her own admission she went to Human Resources a “few” times about the petition, at least once before collecting signatures. (ALJD 5:39-40, 6:1-16, 6:20; Tr. 296:18-25; 297:1-5) As described in the preceding section, Booth and Ruffcorn both admitted to meeting with Down-Haynes during the period while Downs-Haynes was collecting signatures, and that Downs-Haynes raised the petition as an issue. (Tr. 372:25, 373:1-25, 407:14-25, 408:1-7; R Ex 11) This

included the meeting between Downs-Haynes, Ruffcorn and Pratt on July 5, 2017, during which Downs-Haynes asked extensive questions regarding the decertification petition process, and received the National Right-to-Work website from Ruffcorn. (ALJD 6:20-24; Tr. 465:16-22; R Exh 11)

**C. Respondent Receives the Decertification/Disaffection Petition It Helped Downs-Haynes Circulate and Withdraws Recognition**

On July 21, 2017, Cole and Downs-Haynes presented the decertification petition to Ruffcorn. (ALJD 8:45; Tr. 416:11-13) Ruffcorn compared the signatures to those it had on record, determined that the signatures appeared valid, and that 142 employees out of a current bargaining unit of 272 employees had signed the decertification petition. (ALJD 8:45, 9:1-2; Tr. 421:21-25, R Ex 13)

On July 24, 2017, Respondent sent written notification to the Union that it was withdrawing recognition from the Union immediately. (ALJD 9:4-7; R Ex. 15) Respondent held three meetings the next day, on July 25, one for each shift, where a representative of management read an announcement notifying employees that it had withdrawn recognition from the Union. (ALJD 9:9; R Ex 16) In the days that followed, Respondent held additional meetings to announce changes and answer employee questions. Westover testified that, shortly before an all-hands meeting after Respondent had withdrawn recognition, she overheard Ruffcorn tell Downs-Haynes, "don't worry, I got your back. Everything will be okay." (ALJD 10:24-27; Tr. 85:13-15)

**D. Respondent Unlawfully Rewards Downs-Haynes for her Efforts**

The ALJ did properly conclude that the preponderance of the evidence established that Downs-Haynes was unlawfully offered the receiving clerk position, with its attendant wage increase, as a reward for her circulation of the decertification petition.

(ALJD 18:16-21) In reaching this conclusion, the ALJ correctly found that Respondent was well aware of Downs-Haynes' decertification activities, and her promotion occurred while these activities were in full swing. (ALJD 18:38-40) Specifically, the ALJ found the timing of the promotion highly suspicious, with Ruffcorn interviewing Downs-Haynes *the day after* Downs-Haynes met with Ruffcorn "asking extensive questions regarding the decertification process," and being provided the National Right to Work website. (ALJD 19:10-14)

The ALJ properly discredited Ruffcorn's false attempts to explain away her declining to award Downs-Haynes the position the first time it was posted, prior to the decertification activity. (ALJD 19:16-19) When the position was posted a second time, after Downs-Haynes decertification activity began, the ALJ found Ruffcorn's manipulation of the process, so that Downs-Haynes was one of only two applicants considered, "raises a red flag." (ALJD 19:34-39) Together, the timing, Respondent's conflicting reasons for its actions, and false justifications were too much for the ALJ to find the promotion was anything but a reward to Downs-Haynes. (ALJD 20:4-14) Thus, to have not found the underlying allegations regarding Respondent's conduct regarding Downs-Haynes' heightened and assisted access, the tainted petition, and unlawful fomenting discontent is confounding.

## **II. ARGUMENT**

As set forth below, Respondent set the stage for employee disaffection by its multiple independent violations of § 8(a)(1), blaming the Union for the lack of wage increases. The ALJ erred in finding otherwise. Moreover, contrary to the ALJ's flawed conclusion, Respondent's withdrawal of recognition was unlawful. Respondent's

withdrawal violated §8(a)(5) both because: (1) Respondent provided assistance to Downs-Haynes in collecting signatures another violation of thus tainting the petition; and (2) Respondent's actions fomenting discontent caused the disaffection/decertification petition. Respondent's assistance of Downs-Haynes, in addition to tainting the petition, also constitutes an independent violation of §8(a)(1).

**A. Before the Decertification Petition, Respondent Fomented Union Disaffection Among Its Employees in Violation of § 8(a)(1) of the Act (Exceptions 7-12)**

The ALJ erred not only by failing to find that three alleged statements made by Respondent immediately prior to the decertification petition violated § 8(a)(1), but also by failing to consider their cumulative effect on employee sentiment. The three incidents, identified in Paragraph 10 of the complaint, and supported by the record evidence discussed above, constitute independent violations of § 8(a)(1) of the Act, in addition to being strong indicators of support that Respondent caused the decertification petition by its actions.<sup>4</sup>

The Board has frequently recognized the potentially coercive effect of casting the union as a barrier to employee benefits. For example, in *First Student, Inc.*, 359 NLRB 208 (2012), the Board found an employer's statements incorrectly claiming it could not give raises because of the union to be unlawful threats to change the status quo and disparagement of the union. Similarly, in *Laidlaw Waste Systems*, 307 NLRB 52, 54 (1992), the Board found an employer's incorrect claim that it could not provide a wage increase because of the union's presence at the facility was found to violate § 8(a)(1).

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<sup>4</sup> General Counsel has not taken exception to the ALJ's decision regarding the fourth allegation contained in complaint paragraph 10, involving employee Peterson and Anderson. (ALJD 17:40-43)

In dismissing the allegations alleging Respondent blamed the Union for the lack of wage increases in violation of § 8(a)(1), the ALJ did not discredit the employees' testimony, but merely found that under the circumstances of each statement they were not coercive. It is critical then, as discussed below, that the ALJ made a factual error in her assessment of the evidence. In her Decision, the ALJ states that across-the-board wage increases were not possible at the Sumner facility without a change to the collective bargaining agreement. This is simply not true. Section 7.05 of the collective bargaining agreement clearly allows for such wage increases; it has the practical effect of creating a wage floor, not a ceiling.

The ALJ's factual error fundamentally changes the nature of Respondent's comments to its employees, as can be seen in Keilman's comment to Mercado. The record shows Keilman told Mercado "because you've got a union contract, we can't pay you more." The ALJ concluded that, because across-the-board wage increases were not possible at the Sumner facility without a change to the collective bargaining agreement, this was "generally true." In fact, it was demonstrably false. The coercive nature of Respondent's statements to employees that the Union prevented raises is apparent when these statements are understood as false, not simply poorly worded attempts to describe the truth.

The ALJ compounds the factual error by a misapplication of the case law cited in support of finding a violation. The ALJ distinguishes *First Student, Inc.*, *Laidlaw Waste Systems*, and *Parkview Furniture Mfg. Co.*, on the facts, finding that, because the contract status differs or unilateral action was taken, these are inexact parallels. She is mistaken. What is critical in these cases is not that they are exact factual parallels, but

that disparaging statements against the Union were used in each case to “orchestrate and create heightened animosity, dissatisfaction, and hostility toward the union and discourage support for and cause disaffection from, the union.” *Parkview Furniture Mfg. Co.* at 971.

In distinguishing *First Student, Inc.*, 359 NLRB at 208, the ALJ relies on the contract status; in that case contract negotiations were underway, while here a contract was in place. This appears important in the ALJ's analysis because in *First Student* the statement therefore constituted a threat of a unilateral change; here, the ALJ appears to see it as an accurate reflection of the contract. This is a flawed analysis for at least two reasons.

First, as described above, this is factually incorrect. When Respondent's supervisors and managers told employees that the Union or the contract prevented raises they were *not* accurately describing § 7.05. They were misrepresenting the wage provisions in the way most likely to turn employees against the Union. Second, by distinguishing the cases in this way, the ALJ failed to consider that what the two cases have in common: the predictable impact on employee behavior. By casting the Union as the barrier to raises, Respondent fomented disaffection with the Union. In fact, because Respondent blamed the Union for the lack of wage increases, employees were induced to remove the Union in the fourth year of the contract, and Respondent then granted a raise as a reward for having done so. The contract status simply does not matter when both a lack of a contract and the fourth year of a contract allow for employee action to remove the Union.

Generating hostility toward a union can be to an employer's advantage in any number of situations. In *Jensen Enterprises*, 339 NLRB 877 (2003), the Board concluded that an employer's statement, following certification, regarding wages being frozen until a collective-bargaining agreement is reached, where the employer has a past practice of granting periodic wage increases, violated § 8(a)(1). See also *Webco Industries*, 327 NLRB 172 (1998) (notifying employees Union was responsible for its unlawful discipline of four employees); *Ekstrom Electric, Inc.* 327 NLRB 339 (1998) (falsely blaming the Union for smaller Christmas bonus). The facts in these cases are different from the instant case, but that in itself is revealing. The Board has applied the same principle across a number of factual situations; presenting the union as a barrier to a wage increase is what gives such statements coercive effect that triggers a violation of § 8(a)(1).

The ALJ applied this same rationale to dismiss the second allegation, based on Anderson's comment to Mercado in March of 2017. The ALJ credited Mercado's testimony that Anderson's stated, because of the Union, Respondent could not pay Mercado a higher wage. Her flaw in the analysis is the same as described previously; Anderson's statement was not true, and casting the Union as the barrier to raises in this regard was designed to foment disaffection.

The ALJ also dismissed a third incident of Respondent blaming the Union for stagnant wages when she refused to find a violation of § 8(a)(1) by Ruffcorn's statement to Herness that she thought Respondent could not pay employees more "because of the contract." As the ALJ correctly points out, this exchange is not disputed; Herness raised the wage issue, Ruffcorn blamed the contract, and when Herness attempted the

point out the error she waved him off. The same arguments applied to Respondent's other disparaging statements apply here; Ruffcorn's statement was not true, and casting the Union or the contract as the barrier to raises in this way fomented disaffection.

In addition to each of these three undermining statements constituting independent violations of § 8(a)(1) of the Act, they also powerfully bolstered Respondent's arsenal to generate disaffection among its Sumner employees as it pushed towards the decertification campaign headed by its cheerleader, Downs-Haynes. While Respondent unleashed that arsenal fully during the summer of 2017 in order to maximize the decertification effort, Respondent had been building that strategy for some time. As the credible evidence establishes, Anderson had been using the Union as a justification for not giving employees raises since the beginning of the contract in 2014, causing disaffection among the rank and file. In fact, Respondent's pattern of blaming the Union for wage stagnation was so ingrained that, even after it withdrew recognition, when an employee asked about raises at an all-employee meeting, Chief Operating Officer Russell blamed the Union for the previous lack of wage increases.

The promotion of Downs-Haynes as a *quid pro quo* for her decertification activity is important not only as an independent violation, but also as a concluding step in the path of Respondent building employee resentment and then rewarding employee action. Further, after Downs-Haynes was rewarded with her promotion, Respondent rewarded all of its employees for the petition by granting of a wage increase almost immediately after withdrawing recognition. This was nothing more than the natural

conclusion to Respondent's managers' and supervisors' oft-repeated litany over the years that the Union was standing in the way of Sumner employees receiving a raise.

**B. Respondent Assisted and Supported the Decertification Petition in Violation of §§ 8(a)(1) and (5) (General Counsel's Exceptions 1-6)**

The ALJ erred in concluding Respondent's assistance to Downs-Haynes in collecting signatures did not taint the petition Respondent subsequently relied upon in withdrawing recognition. This assistance, by selective enforcement of its no-solicitation policy and relocating Downs-Haynes to assist with signature collection, are alleged to constitute independent violations of § 8(a)(1) as alleged in paragraph 6 of the Complaint. The result of this unlawful assistance, Respondent's withdrawal of recognition, is alleged to violate § 8(a)(5) in paragraph 12(a) of the complaint.

In order for an employer to withdraw recognition from an incumbent union, it must do so based on a showing that the union has, in fact, lost majority support. *Levitz Furniture Co. of the Pac.*, 333 NLRB 717 (2001). An employer may rely on objective evidence to show the union has, in fact, lost majority support only at the expiration of a collective-bargaining agreement, or after three years of a collective-bargaining agreement that extends beyond three years. *Shaw's Supermarkets, Inc.*, 350 NLRB 585, 587 (2007). In relying on objective evidence to withdraw recognition, however, the employer acts "at its peril." *Levitz*, 333 NLRB at 725.

The Board conclusively presumes that a petition is tainted where "an employer unlawfully ... propels a decertification campaign, and then invokes the results of that campaign to justify its unilateral withdrawal of recognition..." *SFO Good-Nite Inn, LLC*, 357 NLRB 79, 82 (2011), *enf'd*, 700 F.3d 1 (D.C. Cir. 2012). See also *Hearst Corp.*,

281 NLRB 764, 764-65 (1986), *en'd mem.*, 837 F.3d 1088 (5th Cir. 1988). In that circumstance, “no direct proof of the unfair labor practices’ effect on petition signers is necessary to conclude that the violations likely interfered with their choice.” *SFO Good-Nite Inn, LLC*, 357 NLRB at 82.

The Board has found that granting a decertification petitioner greater access to employees on the sales floor, an independent violation of § 8(a)(1), may also be evidence of an employer unlawfully assisting a decertification. See *Ernst Home Centers, Inc.*, 308 NLRB 848, 849-50 (1992). This case is no different. Respondent provided tangible assistance to the decertification campaign by refusing to apply its written, previously enforced non-solicitation policy against Downs-Haynes as she repeatedly approached her coworkers during work time and at their work stations, either to sign the decertification petition or to ask whether they would be willing to sign the petition. Because she dismissed the allegation of greater access as an independent §8(a)(1) violation, the ALJ and did not address *Levitz* beyond incorrectly concluding that the preparation, circulation, and signing of the petition constituted a free and uncoerced act of the employees concerned. The need to correct this error is apparent when considering the record evidence regarding greater access.

**1. Respondent Selectively Enforced Its No-Solicitation Policy So Downs-Haynes Could Collect Signatures on Work Time Throughout the Facility**

Employees Westover, Peterson, Mercado, and Christian all credibly testified that they personally observed Downs-Haynes approach employees on work time to sign the decertification petition, either in regard to themselves or others. Employees Noonan and Pine also credibly testified regarding how Downs-Haynes absent from her work

area more often than most employees. Multiple employees testified that, in contrast to Respondent's treatment of Downs-Haynes, Respondent's managers and supervisors kept a close eye on employee conduct and would interrupt or even discipline employees for excessive talking. Even supervisor James admitted he broke up "union talks" in the past.

The ALJ did not make negative credibility findings in regard to the employees' testimony in addressing this evidence; rather, she simply ignored or avoided it, reaching the very general conclusion that Respondent generally permitted employees to talk while working as long as they stay "on task," although at times, supervisors and managers interrupt employees' conversations and instruct them to return to work. This description, of a relaxed work atmosphere where employees come and go as they please and Respondent's no solicitation rule is not enforced, is simply not consistent with the record evidence.

Further, the evidence conclusively establishes that Respondent was well aware of Downs-Haynes policy-violating conduct, as some of the above-named employees repeatedly brought Downs-Haynes activity to Respondent's attention. For example, as the ALJ notes, Peterson confronted supervisors James and Shaw about what Downs-Haynes was doing in their departments, and they were dismissive of her complaints. Notification was not limited to these front-line supervisors, as Herness and Mercado also brought Downs-Haynes working hours' solicitation to the attention of Booth and Ruffcorn. While Booth and Ruffcorn dismissed this assertion out-of-hand when Herness and Mercado met with them in July of 2017, they were fully aware of what Downs-Haynes was doing. Specifically, Downs-Haynes had already requested assistance from

Human Resources on multiple occasions and met with Ruffcorn on the petition by that point. Further, Respondent had at least some knowledge that this was occurring on working hours as, according to Downs-Haynes herself, supervisor Sellers spoke to her about not talking about the petition until Downs-Haynes was on break or lunch.

Despite this clear knowledge of a policy violation, Respondent did nothing to Downs-Haynes, in contrast to its repeated reprimands of other employees for talking during work time. While, in most instances, supervisors verbally counseled employees to stop talking and get back to work, employee Beder did receive a written warning for talking to his co-workers while on work time. Downs-Haynes suffered no consequences for her flagrant and known violations of the no-solicitation policy.

The actions of Respondent's supervisors also illustrate Respondent's double standard. The ALJ specifically credited Westover's testimony that, shortly after the withdrawal of recognition, she observed Ruffcorn tell Downs-Haynes that she "don't worry, I got your back. Everything will be okay." Even absent the clear context provided by Westover, to contend that this comment could mean anything except Respondent's involvement and support for decertification, coming immediately after Downs-Haynes completed collecting decertification signatures and immediately before Respondent unlawfully rewarded her for that activity, defies belief.

The ALJ refused to connect these rather apparent dots. In her analysis she explained away incident after incident on the individual circumstances of that exchange. It is not necessary to overturn credibility determinations to reach a different result, it is only necessary to view these incidents in their totality, not the individual parts.

**2. Respondent's Relocated Downs-Haynes to Layup Area 1 to Assist Her in Gathering Signatures**

Respondent's move of Downs-Haynes from autoclave layup to layup area 1, located on the other side of the facility, in June of 2017 served as another form of assistance in the decertification effort. By that move, Respondent provided Downs-Haynes access to a whole new group of employees from whom she could solicit signatures on the decertification petition. This included not just the two dozen employees in layup area 1, but also the production areas that were readily accessible from layup area 1, such as layup area 2, trim, and assembly. She made full use of this greater access. As Pine and Noonan testified, once Downs-Haynes was assigned to layup area 1, she was absent for long periods of time, unlike other employees, to such an extent that Sellers raised the issue with Downs-Haynes. In her decision, the ALJ referenced the testimony of Pine and Noonan, and did not make any negative credibility findings, yet her description of Downs-Haynes access to other employees fails to take into consideration their testimony.

The ALJ dismissed the question of motivation based on the timing of the move, finding that the transfer happened before signature collection started. However, the evidence shows that in June, Cole and Downs-Haynes had begun planning, and that transfers, such as that of Downs-Haynes, were unusual. In the context of Respondent's other assistance it is not unreasonable to conclude the transfer was only motivated by a desire to assist Downs-Haynes.

That Cole and Downs-Haynes began planning their decertification activity in early to mid-June is established by their own testimony, and the ALJ concluded as much.

Regarding the nature of the transfer, Sellers attempted to paint Downs-Haynes' transfer to layup area 1 as a typical occurrence, this is not supported even by her own testimony. When questioned on direct examination about Downs-Haynes gaining experience in other areas of the facility, Sellers referenced overtime and fill-in assignments that amounted to a day or less, describing this temporary type of assignment as common. However, during cross-examination, when questioned more directly about other employees that had been transferred for a similar length of time as Downs-Haynes – several weeks – Sellers could only name two other examples.

The conduct above is the basis for the § 8(a)(1) allegation. However, in considering how this conduct assisted and supported Downs-Haynes' efforts, it is critical to not view this conduct in a vacuum. It is additionally relevant to the § 8(a)(5) question of taint that Respondent unlawfully promoted Downs-Haynes as a reward for the decertification petition. This strongly suggests that Respondent was directly participating in the decertification campaign, and therefore tainted the petition. Overall, the favorable access granted to Downs-Haynes throughout June and July and her promotion spoke loudly and clearly that Respondent either sponsored, or at a minimum, strongly supported, the decertification effort, and that the failure to sign the petition could have negative consequences.

**C. As Respondent's Actions Directly Caused the Birth of the Disaffection/Decertification Petition, Its Withdrawal of Recognition Violated § 8(a)(5) (Exceptions 13-18)**

Pursuant to well-established Board law, an employer cannot lawfully withdraw recognition from a union when the employer's own unlawful conduct caused employees to doubt and ultimately to lose their support for their Union. *Master Slack Corp.*, 271

NLRB 78 (1984). In examining whether violations taint the signatures on a petition in this way, the Board considers the following factors: (1) the length of time between the unfair practices and the withdrawal of recognition; (2) the nature of the violations, including the possibility for a detrimental or lasting effect on employees; (3) the tendency of the violation to cause employee disaffection; and (4) the effect of the unlawful conduct on employees' morale, organizational activities, and membership in the union. *Lee Lumber & Building Material Corp.*, 322 NLRB 175, 177 (1996), citing *Master Slack Corp.*, 271 NLRB at 84; *East Bay Automotive Council v. NLRB*, 483 F.3d 628, 634 (9th Cir. 2007).

*Master Slack* is an objective standard; there is no need to question employees as to why they did or did not support the Union. *Saint-Gobain Abrasives, Inc.*, 342 NLRB 434, 434 n.2 (2004). "[I]t is the objective evidence of the commission of unfair labor practices that has the tendency to undermine the union, and not the subjective state of mind of the employees, that is the relevant inquiry in this regard." *Bunting Bearings Corp.*, 349 NLRB 1070, 1072 (2007). Stated differently, the Board assesses "the tendency of unfair labor practices to cause disaffection, instead of relying on employees' recollection of subjective motives for withdrawing support from the union." *Comau, Inc.*, 357 NLRB 2294, 2298 (2012), *vacated on other grounds*, 358 NLRB 593 (2012). Given this standard, individual employee sentiments cannot negate findings of a causal relationship between the unlawful conduct and employee disaffection. *Hillhaven Rehabilitation Ctr.*, 325 NLRB 202 (1997), *enfm't den'd in part on other grounds*, 178 F.3d 1296 (6th Cir. 1999).

The ALJ correctly applied *Master Slack* as controlling on the question of Respondent's withdrawal of recognition. However, because she dismissed several unfair labor practices alleged in the complaint, including the finding that Downs-Haynes was allowed greater access and the independent § 8(a)(1) violations, and the ALJ failed to consider the full scope of Respondent's unfair labor practices in her *Master Slack* analysis.

First, as described in the previous section, Respondent's managers and supervisors repeatedly made statements to employees blaming the Union for the lack of raises at the Sumner facility. Although these statements began as early as 2014, the statements increased in their frequency and intensity shortly before or during the period when Downs-Haynes was collecting signatures. As such, the first *Master Slack* factor, the length of time between the unfair practices and the withdrawal of recognition, weighs in favor of finding taint. The ALJ also properly concluded that the promotion of Downs-Haynes, occurring immediately after the withdrawal of recognition, also weighed in General Counsel's favor in regard to this factor.

Second, regarding the nature of the violations and whether the possibility exists for a detrimental or lasting effect on employees, this factor is amply met in the instant case. As discussed in detail previously, the statements at issue here are precisely the type that the Board has found violative because they disparage the Union and tend to restrain and coerce the § 7 rights of employees.

Third, the tendency to cause disaffection, the Board has found disparaging statements against the Union discourage support for and cause disaffection. The instant case provides a powerful example of why this is the case. Respondent had

repeatedly told employees that the Union or the collective bargaining agreement prevented raises. The clear implication of this is that, if the Union was removed, raises would be forthcoming. This is precisely what happened – Respondent unilaterally gave across-the-board wage increases immediately after withdrawing recognition.

This objectively demonstrates its sincerity in blaming the Union for a lack of raises, and the entire series of events only underscores the coercive nature of the statements. In *In re Equipment Trucking Co., Inc.*, 336 NLRB 277 (2001), the Board found the employer's withdrawal of recognition was unlawful where it promises employees raises if they decertified the union, and then told employees it was granting them a wage increase because they had decertified the Union. Thus, Respondent's conduct under the third factor weighs in favor of finding a violation, as alleged.

Regarding the final *Master Slack* factor, the effect of the unlawful conduct on employees' morale, organizational activities, and membership in the union, the General Counsel maintains in this case the effect is self-evident: 142 of Respondent's unit employees signed a disaffection/decertification petition. While that petition is tainted because it was caused and assisted by Respondent, it nonetheless demonstrates the reach and impact of Respondent's unfair labor practices on employees' support for the Union. To the extent Respondent maintains its employees may have also had other reasons for their disaffection unrelated to Respondent's unfair labor practices, that is immaterial; the withdrawal of recognition is unlawful because the unfair labor practice conduct was a substantial and aggravating cause of the Union's loss of majority support, even if it was not the only cause. See *Hillhaven Rehab. Ctr.*, 325 NLRB at 205; *Tenneco Automotive*, 357 NLRB 953, 960 (2011), *enfm't. den'd*, 716 F. 3d 640 (2013)

(finding causal nexus between disaffection and unfair labor practices, despite evidence that other factors may have contributed to the disaffection.); *Comau, Inc.*, 357 NLRB at 2300. Simply stated, an objective examination of Respondent's illegal conduct leads to the conclusion that it specifically caused disaffection among the petition signers.

### **III. THE REMEDIES SOUGHT ARE APPROPRIATE**

The complaint seeks several appropriate special remedies to counteract the negative effects of Respondent's unfair labor practices, including a public reading of the notice, mailing and physical distribution of the notice, and posting and distributing the notice in languages that reflect the linguistic diversity of Respondent's workforce.

A public reading of the notice is "an effective but moderate way to let in a warming wind of information and, more important, reassurance." *United States Service Industries*, 319 NLRB 231, 232 (1999), *enf'd*, 107 F.3d 932 (D.C. Cir. 1997), quoting *J.P. Stevens & Co., v. NLRB*, 417 F. 2d 533, 540 (5th Cir. 1969). By imposing such a remedy, the Board can assure that all employees will know that the employer will respect their statutory rights. *Federated Logistics*, 340 NLRB 255, 258 & n. 11 (2005), *enf'd*, 400 F.3d 920 (D.C. Cir. 2005).

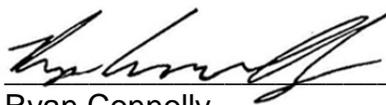
A physical distribution of the notice will similarly ensure that the important information set forth in the notice is "disseminated to all employees, including those who do not consult the [employer's] bulletin boards." *Excel Case Ready*, 334 NLRB 4, 5 (2001). The fact that the notices, both posted and read, will be in multiple languages simply ensures that all employees will thoroughly understand what is being remedied. The request for multiple languages is based on experience with Respondent in the prior representation case.

#### IV. CONCLUSION

Based on the above, the General Counsel respectfully submits that the ALJ erred in failing to find Respondent violated the Act by its actions leading up to, and including, its withdrawal of recognition. Respondent first created employee disaffection by its multiple independent violations of § 8(a)(1), blaming the Union for the lack of wage increases. Respondent then provided assistance to Downs-Haynes in collecting signatures, in violation of § 8(a)(1), but also tainting and preventing a lawful withdrawal of recognition consistent with *Levitz*. When that withdrawal of recognition did occur, it additionally violated § 8(a)(5) under a *Master Slack* analysis. For the reasons stated above, the General Counsel respectfully requests that the Board find a violation for each allegation in the Consolidated Complaint and issue an appropriate Order remedying these violations.

Signed at Seattle, Washington, on June 27, 2018.

Respectfully submitted,



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### Certificate of Service

I hereby certify that a copy of Counsel for the General Counsel's Brief In Support of Cross-Exceptions was served on the 27<sup>th</sup> day of June, 2018, on the following parties:

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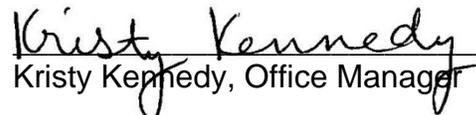
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