

- c) Within fifteen days of the Order, restore the bargaining unit work to the status quo as it existed on August 5, 2019.
- d) Within 5 days of the Order, post copies of the Court's Order at the Franksville facility.
- e) Within 10 days of the Order, hold a mandatory meeting or meetings through video conference, at which the Order is to be read to employees by a responsible management official in the presence of a Board agent, or at Respondent's option, by a Board agent in the presence of a management official.
- f) Within 15 days of the issuance of this Order, file an affidavit with the Court describing with specificity the manner in which Respondent has complied with the terms of the Court's decree, including the locations of the posted documents and the date and time that the Order was read to employees.

2. Respondent has not undertaken good-faith efforts to comply with the substantive terms of the Court's Order. Indeed, Respondent has admitted as such in the affidavit that it filed with the Court on August 28, 2020. [ECF Doc Nos. 27, 27-1.] This affidavit indicates that the only step that Respondent has taken to timely comply with the Court's direction is the posting of the Order. Respondent has not yet taken any of the other affirmative steps contained in the Order, as outlined below—even after Petitioner sent a letter to Respondent regarding its apparent lack of compliance. [Exhibit A.]¹

3. With regard to its bargaining obligation, the evidence reveals that Sunbelt has acted in contravention of the clear terms of the Order. Sunbelt suggests that it has “communicated . . . , through counsel, regarding dates and times for resumed bargaining.” [ECF Doc. No. 27-1, ¶ 3] Conveniently, Respondent neglects to outline the timeline of its “offers” to bargain and the vacillating nature of its responses. Despite the clear terms of the Order, Respondent sent no communications to the Union regarding bargaining, and instead placed the burden on the Union

¹ Respondent's Response to Petitioner is consistent with its representations to this Court regarding its non-compliance and is attached as Exhibit B.

to request bargaining. The Union acted with alacrity in doing so, sending a request to bargain on August 11, 2020. [Exhibit C.] On August 12, 2020, Respondent, through its counsel, asserted that it “*will not resume bargaining*,” claiming (inaccurately)² that its Motion for a Stay privileged this conduct. [Exhibit D.] Respondent maintained this position well past the compliance period outlined in the Order and did not communicate further with the Union until August 26, 2020. In its August 26 communication, Respondent apparently changed its position, and has now requested dates for bargaining from the Union (without providing any dates that it would be available to meet). [Exhibit E.] Even assuming that Respondent’s August 26 communication could be read as satisfying the terms of the Court’s Order, it is untimely, as it occurred over two weeks after the Court-mandated period for compliance. This conduct strongly suggests that Respondent is continuing to refuse to take its obligation to bargain seriously, even in the face of an adverse Order from this Court.

4. With respect to the restoration of the bargaining unit, Respondent’s actions also demonstrate a lack of any attempt to engage in good-faith compliance. To date, Respondent has presented no evidence suggesting that it has made any effort to rehire employees, transfer work, or otherwise comply with the terms of the Court’s Order. [See ECF 27-1, ¶¶ 4–8.] Nor has Respondent consulted with Petitioner regarding any of the issues that it is now attempting to (belatedly) raise in its Motion for Clarification, as discussed below. Put simply, the Court’s Order required, on its face, *full* compliance within fifteen days of issuance; Respondent has not yet taken even the first step in doing so. Again, rather than seeking to timely address any

² The injunction remains in effect until a motion for a stay is *granted*, not merely filed. 11 CHARLES ALAN WRIGHT & ARTHUR R. MILLER, FEDERAL PRACTICE AND PROCEDURE § 2904 INJUNCTION PENDING APPEAL (APR. 2020) (“If no stay has been an obtained, an injunction that the district court has granted remains in effect.”); *see also Robbins v. Pepsi-Cola Metropolitan Bottling Co.*, 637 F. Supp. 1014, 1019 (N.D. Ill. 1986), *aff’d*, 800 F.2d 641 (7th Cir. 1986).

practical difficulties in good faith with either Petitioner or the Court, Respondent waited for the period of compliance to expire before even attempting to resolve its alleged issues.

5. With respect to the required Notice Reading, Respondent has similarly ignored the plain terms of the Order. It has not contacted Petitioner regarding scheduling any reading or to address any of the logistical issues it raises in its Motion for Clarification.

6. Petitioner asserts that Respondent has not complied with the Court's Order and, in many instances, has not even take the initial steps to comply with the Order. The difficulties that it now raises are untimely and, in any event, are self-inflicted. Petitioner urges the Court to promptly deny Respondent's Motion to Stay [ECF Doc. No. 19] and to direct immediate compliance with the Court's Order.

Partial Opposition to Respondent's Motion for Clarification

7. On August 31, 2020, Respondent filed a Motion for Clarification regarding the Court's Order. Respondent now seeks to have the Court resolve alleged ambiguities as it relates to the Court's bargaining order and the order to restore the bargaining unit. [ECF Doc. No. 28.] Respondent's Motion for Clarification is belated, as it was not filed until after the period for compliance in the Court's Order had expired. Respondent also filed its Motion without conferring with Petitioner regarding the terms of the Order to determine whether any of the issues now before the Court could be resolved by the parties. Nonetheless, in an effort to resolve Respondent's concerns, Petitioner will respond in good faith to Respondent's stated issues, below.

8. With respect to the bargaining obligation imposed by the Order, Petitioner recognizes the unique circumstances posed by the COVID-19 pandemic and that in-person bargaining may not be feasible. That being said, the Order does not specifically require face-to-face bargaining,

and Petitioner has never asserted to Respondent that the Court's Order requires such bargaining in light of the ongoing pandemic.³ Respondent is free to work in good faith the Union to establish procedures that facilitate collective bargaining, and had it done so in the timeframe contained in the Court's Order, could have achieved compliance. That Respondent waited until *after* the period for compliance expired to bring this issue to Petitioner's and the Court's attention is troubling. To the extent, however, that the Court wishes to explicitly clarify that the Order does not require face-to-face negotiations during the ongoing pandemic, Petitioner does not oppose such clarification.⁴

³ On p. 2, n.1 of its Motion [ECF Doc. No. 28], Respondent misleads the Court yet again regarding the parties' prior briefing. Petitioner assumed (logically, but apparently incorrectly) in its Opposition to Respondent's Motion to Stay [ECF Doc. No. 19] that Respondent was referring to briefing before this Court. Respondent has now clarified that it was quoting a section of a brief that was not filed before this Court. However, the passage cited by Respondent is taken out of context and does not support the claim that the Board is requiring face-to-face bargaining to comply with this \ Court's Order. The full footnote, from which Respondent selectively quotes, states as follows:

Respondent also contends, at various points, that the Union should be held at fault for not negotiating over email and for not sending its proposals ahead of time. (R. Br. at 12, 20, 29.) These arguments ignore that the obligation to bargain necessitates *face to face* meetings, not bargaining by telephone or other electronic means. *E.g., Twin City Concrete, Inc.*, 317 NLRB 1313, 1314 (1995); *Westinghouse Corp.*, 196 NLRB 306, 313 (1972).

Petitioner invoked this familiar legal precedent to rebut various contentions that Respondent raised with before the Board regard to the *pre-pandemic* bargaining—not to command compliance with an Order that had not yet been issued by the Court. As with many other of the supposed “ambiguities” and “difficulties” allegedly raised in the Court's Order, these issues could have been resolved, in the first instance, had Respondent simply communicated its concerns to Petitioner. However, rather than working in good faith to resolve issues, Respondent chose to file the instant Motion—and waited to do so until after the compliance period expired.

⁴ As indicated in its August 28, 2020 letter [attached as Exhibit F], the Union would strongly prefer to meet with the Respondent for in-person negotiations. Contrary to Respondent's representations, however, the Union also indicated that it would be willing to engage in negotiations “via video conference if Sunbelt truly intends to bargain in good faith.”

9. With respect to the restoration of work, Petitioner asserts that the Order does not require clarification. The Order quite simply requires Respondent to restore, to the extent possible, the bargaining unit as it existed prior to Respondent's unlawful elimination of the unit on August 5, 2019. As Petitioner noted in its briefing before the Court, this is not a novel remedy in either Section 10(j) injunctions or before the Board. *See, e.g., Wilson v. Liberty Homes*, 108 LRRM 2699, 1981 WL 17037 (7th Cir. 1981); *Vico Products Co.*, 336 NLRB 583, 591 (2001). The purpose of the Section 10(j) injunction is "to restore the status quo as it existed before the onset of the unfair labor practices," *NLRB v. Electro-Voice, Inc.*, 83 F.3d 1559, 1575 (7th Cir. 1996). Interim restoration of the bargaining unit work is a necessary step to achieve this goal, as the Court found in its underlying Order.

The contentions in its Motion for Clarification are neither reasonable nor timely. Respondent first asserts that it needs "clarification" as to whether the Order requires it to hire former bargaining unit employees. [ECF Doc. No. 28, ¶ 5.] The Order self-evidently does not, as it contains no obligation to offer *reinstatement* to bargaining unit employees—merely to restore the bargaining unit work, equipment, and to employ bargaining unit workers. Further, there is no "dispute" between the Board and Respondent on this front, as the Board has never stated that Respondent is required to reinstate the former employees as part of the Section 10(j) proceeding. Respondent knows better than Petitioner and the Court what employees it employed on August 5, 2019, and what (if any) bargaining unit positions it was seeking to fill. In returning to the status quo as it existed on August 5, 2019, Respondent is free to choose to make offers of reinstatement to the former employees, to post openings for the bargaining unit positions to fill with new employees, or to transfer employees into the bargaining unit on other positions.

Respondent is also free to seek the Union's assistance in finding suitable employees. The Order does not require clarification on this front.

Similarly, Respondent contends that the Order is "unclear" as to whether non-bargaining unit employees need to be re-hired. [ECF Doc. No. 28, ¶ 6.] The Order is not "unclear" on this point—it is silent, and thus imposes no obligation with respect to non-bargaining unit employees.

10. Respondent next contends that the term "bargaining unit work" needs further definition. [ECF Doc. No. 28, ¶ 4.] This is completely frivolous. Bargaining unit work is a term of art that is well-understood by those who practice before the Board and is clearly defined by the information that Respondent already possesses. The Board issued a certification to Respondent at the time of Union election, outlining the employees who were covered by the bargaining unit—namely, mechanics and drivers at the Franksville facility. Respondent is in the best position to know the work that the bargaining unit performed, and it is unclear what, if any, further "clarification" the Court could even provide on this front.

Respondent further contends that the Order needs clarification as it relates to the type of equipment that needs to be brought back to the facility. Again, however, the Order does not dictate that Respondent need bring back any *particular* pieces of machinery, only that it brings back equipment sufficient to provide substantially the same level of bargaining unit work as existed on August 5, 2019. To the extent that Respondent is currently auctioning or dissipating assets that would otherwise be necessary to employ bargaining unit members at the Franksville facility, as suggested in its Affidavit of Compliance [ECF Doc. No. 27-1, ¶¶ 5–7], this argument weighs *in favor* of interim relief, as the Court has already found that the Board has a likelihood of success on the merits of its claim and it will be more difficult to restore the status quo at the time of the ultimate Board order in the absence of interim relief. Indeed, while Respondent

contends that some of this equipment has been transferred to other facilities, it has not contended that the equipment necessary to sustain the bargaining unit no longer exists or that the restoration of the work would otherwise endanger Respondent's business.

11. Respondent similarly contends that the Order needs clarification to reflect the possibility of good faith bargaining and changed circumstances during the pendency of the injunction. [ECF Doc. No. 28, ¶ 7.] This is unnecessary, as the relevant Circuit precedent and Federal Rules of Civil Procedure provide avenues for addressing Respondent's concerns. The Order clearly outlines Respondent's duty to bargain in good faith. This portion of the Order implicitly incorporates labor law principles developed by the Board and the courts, and the Court is not required to further explicate the contours of this duty. *Szabo v. U.S. Marine Corp.*, 819 F.2d 714, 718 (7th Cir. 1987) (discussing duty to bargain provision in 10(j) injunction and determining that court "was not required to spell out those principles in the injunction; it was enough that the injunction, by using familiar terms of art, evoked those principles.") Should any other hypothetical changes arise during the pendency of the injunction, Respondent is free to file a motion to modify its terms under Rule 60(b), or for an indicative ruling under Rule 62.1 if the appeal is still pending. Accordingly, there is no need to add any additional qualifiers regarding changed circumstances.⁵

12. In sum, Respondent's Motion to Clarify is part and parcel of its ongoing and bad faith strategy to delay compliance with this Court's Order. The Order contains clear and

⁵ To the extent that Respondent's Motion for Clarification can be understood as seeking to modify the substantive terms of the injunction at this time, such that it would disrupt the status quo at the time the appeal was filed, it should be denied. *Small v. Operative Plasterers' and Cement Masons' Int'l Ass'n Local 200*, 611 F.3d 483, 495 (9th Cir. 2010). Further, creating an interim remedy where only bargaining is ordered, without the accompanying restoration of work remedy, would be a nullity, as the Union would have no employees to represent during the negotiations.

unmistakable timelines for compliance, as outlined above. Rather than working in a diligent and good faith effort with the Court and Petitioner to resolve any issues *during* the compliance period, Respondent chose to wait until *after* the compliance period had ended before filing the present Motion. This is consistent with the position that it has taken during bargaining with the Union, where it has engaged in an unlawful pattern of delay, and now it is the position it has taken before this Court.

WHEREFORE, Petitioner asks that the Court promptly direct compliance with its August 7, 2020 Order; that it clarify the August 7 Order (if the Court deems it necessary) to the limited extent consistent with this Partial Opposition; and that it issue any other relief deemed just and proper in light of Respondent's ongoing non-compliance.

Dated: September 2, 2020.

Respectfully submitted,

[SIGNATURE Tyler J. Wiese]
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Attorney for Petitioner
National Labor Relations Board, Region 18
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August 26, 2020

Patricia J. Hill
Smith, Gambrell & Russell, LLP
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pjhill@sgrlaw.com

SENT VIA EMAIL

Re: Hadsall v. Sunbelt Rentals, Inc.
20-CV-181-JPS
(NLRB Case Nos. 18-CA-236643 et al.)

Dear Ms. Hill:

As you are undoubtedly aware, the Federal District Court for the Eastern District of Wisconsin issued an Order granting an injunction against your client, Sunbelt Rentals, Inc., (Respondent) on August 7, 2020. This Order enjoined your client from committing certain unfair labor practices and further required your client to take certain actions to remedy the effects of its prior unfair labor practices. Among other items, the Order requires that Respondent:

1. Within five days of the Court's Order, bargain collectively and in good faith with Operating Engineers Local 139 (Union). The Order further obligated your client, on request, to agree to a bargaining schedule requiring good faith bargaining not less than 24 hours per month and 6 hours per bargaining session.
2. Within fifteen days of the Court's Order, restore the bargaining unit work to the status quo that existed on August 5, 2019, including by transferring unit work back to the Franksville facility, restoring bargaining unit positions and assigning bargaining unit work to unit employees.
3. Within five days of the Court's Order, post copies of this Order at the Franksville, Wisconsin facility, in all places where notices to employees are normally posted.
4. Within ten days of the issuance of the Court's Order, hold a meeting or meetings through video conference, at which the Order is to be read to employees by a responsible management official in the presence of a Board agent, or at Respondent's option, by a Board agent in that official's presence.

5. Within fifteen days of the issuance of the Court's Order, file an affidavit of compliance with the Court describing specifically the steps that Respondent has taken to comply with this order.

It has now been nineteen days since the Court has issued its Order. To date, Petitioner has received no evidence suggesting that your client has complied with any, let alone all, of the steps required by the Court's Order. I have also consulted with the Union and they have provided additional evidence suggesting lack of compliance with the Court's Order.

Accordingly, I am requesting that you provide a position statement, along with any supporting evidence, regarding your client's compliance with the Court's Order. As this is a time sensitive matter, I am requesting that you provide this information **no later than close of business on Friday, August 28.**

I look forward to attempting to resolve these outstanding issues during our scheduled Seventh Circuit mediation tomorrow. Please be advised, however, that failure to comply with this request may lead to the Agency seeking contempt sanctions against your client.¹

Very truly yours,

/s/ Tyler Wiese

TYLER WIESE
Field Attorney

¹ Petitioner is aware of and has opposed your request for a stay pending appeal. As the Court has not yet ruled on your requested stay, the injunction is and remains in effect. 11 CHARLES ALAN WRIGHT & ARTHUR R. MILLER, FEDERAL PRACTICE AND PROCEDURE § 2904 INJUNCTION PENDING APPEAL (3D. ED., APR. 2020 SUPP.) (“If no stay has been an obtained, an injunction that the district court has granted remains in effect.”); *see also Robbins v. Pepsi-Cola Metropolitan Bottling Co.*, 637 F. Supp. 1014, 1019 (N.D. Ill. 1986), *aff'd*, 800 F.2d 641 (7th Cir. 1986); *NLRB v. Cincinnati Bronze*, 829 F.2d 585, 588 (6th Cir. 1987).

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August 28, 2020

VIA U.S. MAIL AND E-MAIL: TYLER.WIESE@NLRB.GOV

Tyler J. Wiese, Esq.
Field Attorney
National Labor Relations Board
Subregion 30
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Milwaukee, Wisconsin 53203-2246

Re: Hadsall v. Sunbelt Rentals, Inc.
20-cv-181-JPS
NLRB Case Nos, 18-CA-236643, 238989, and 247528

Dear Mr. Wiese:

This letter is in response to your August 26, 2020 letter to Sunbelt Rentals, Inc. (“Sunbelt”) regarding the Order issued by the Federal District Court for the Eastern District of Wisconsin on August 7, 2020. Please be advised that the following steps have been taken to comply with the Courts order:

- In response to the Union’s request for the resumption of bargaining, Sunbelt has requested the Union’s availability. As part of the bargaining process, Sunbelt also intends to explore with the Union whether the former bargaining unit members’ intent to return to Sunbelt employment or whether alternative steps must be taken to staff the returned bargaining unit.
- Sunbelt posted a copy of the Court’s August 7, 2020 Order at the Franksville profit center.
- Sunbelt transferred \$10.6 million in fleet from the Franksville profit center since August 5, 2019. Sunbelt is still attempting to determine whether the equipment was auctioned due to COVID, on rent to customers, or at a profit center inside or outside Wisconsin.



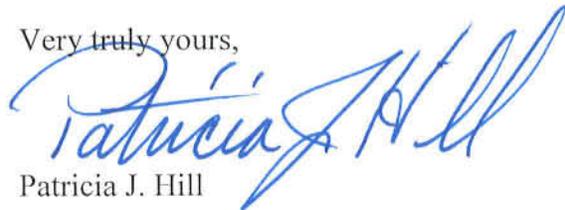
Tyler J. Wiese, Esq.
August 28, 2020
Page 2

However, Sunbelt has been unable to fully comply with the Order because of the ambiguity of the Order and Sunbelt's obligations thereunder. For example, the Order is unclear as to who needs to be hired, who/how individuals are hired if the individuals who were previously employed by Sunbelt do not wish to be reemployed, the protocol for resolving disputes, and the meaning of bargaining unit work that is undefined. Sunbelt intends to seek clarification of the Order. As a consequence thereof, Sunbelt has been unable to hold a meeting to read the Court's August 7, 2020 Order or file an affidavit with the Court certifying Sunbelt's full compliance.

That said, Sunbelt maintains that, during the pendency of its Motion to Stay, full compliance is not required because the Court may grant, *inter alia*, a retroactive stay of the Order. *See Fed. Nat. Mortg. Ass'n v. Royal Manor Apartments, LLC.*, No. 13-12441, 2014 WL 4895638, at *1 (E.D. Mich. Sept. 30, 2014).

Your letter referred to evidence produced by the Union. Sunbelt hereby requests the production of any and all evidence provided to the NLRB by the Union. If you wish to discuss this, please do not hesitate to contact me.

Very truly yours,



Patricia J. Hill

PJH/ph



International Union Of Operating Engineers

★★★ Local 139 ★★★

Providing a Skilled Workforce for Wisconsin's Future

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Terrance E. McGowan

President / Business Manager
General Vice President

August 11, 2020

VIA EMAIL: pjhill@sgrlaw.com
Patricia J. Hill, Esq.
Smith, Gambrell & Russell, LLP
50 North Laura Street, Suite 2600
Jacksonville, FL 3222-3629

RE: Request for Resumption of Bargaining in Compliance Court Order

Dear Ms. Hill:

In light of Judge Stadtmueller's decision, Local 139 is hereby requesting to schedule dates for bargaining consistent with the Order. Local 139 proposes meeting on August 14, 18, 25 and 27, 2020, and September 1, 3, 8 and 10, 2020, starting at 8:00 a.m., with future dates established as needed. We further propose meeting for bargaining either at our Pewaukee hall, located at N27 W23233 Roundy Dr., or at a neutral location. Our office has ample space for all parties to maintain proper social distancing, whereas the conference room at the Franksville facility does not.

In addition to the order to resume bargaining, Judge Stadtmueller ordered Sunbelt to "[w]ithin fifteen (15) days of the issuance of this Order, restore the bargaining unit work to the status quo that existed on August 5, 2019, including by transferring unit work back to the Franksville facility, restoring bargaining unit positions and assigning bargaining unit work to unit employees[.]" Please explain what steps Sunbelt will take to comply with this part of the order.

Finally, please confirm the date Sunbelt begins posting the notice required by the Order, and confirm how and when Sunbelt will read the order to employees.

We look forward to resuming negotiations and reaching an agreement satisfactory to all.

Sincerely,

Mike Ervin

cc: Terrance E. McGowan
Steve Buffalo
Greg West
Dan Marsolek
Baum Sigman

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August 12, 2020

VIA E-MAIL

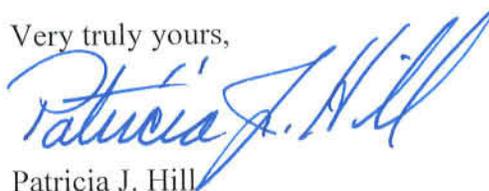
Patrick N. Ryan, Esq.
Baum, Sigman, Auerbach & Neuman, Ltd.
200 West Adams Street, Suite 2200
Chicago, Illinois 60606

Re: IUOE 139 v. Sunbelt Rentals, Inc.

Dear Mr. Ryan:

Please be advised that this letter is the response from Sunbelt Rentals, Inc. to an August 11, 2020 letter from Mr. Michael Ervin that requested the resumption of bargaining in compliance with a Court Order. Please be further advised that Sunbelt Rentals, Inc. will not resume bargaining because it is awaiting the District Court's decision on its Motion to Stay pending Appeal.

Very truly yours,



Patricia J. Hill

PJH/ph

cc: Sunbelt Rentals, Inc.

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August 26, 2020

VIA E-MAIL: PRYAN@BAUMSIGMAN.COM

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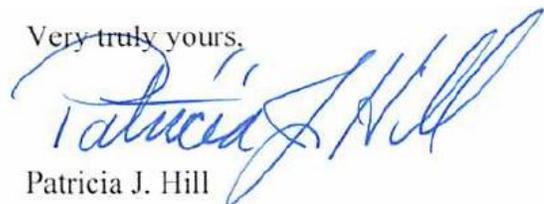
Re: IUOE 139 v. Sunbelt Rentals, Inc.

Dear Mr. Ryan:

This letter is in response to an August 11, 2020 letter to Sunbelt Rentals, Inc. (“Sunbelt”) from Mr. Michael Ervin requesting the resumption of bargaining in compliance with a Court Order. Please provide me by noon on August 28, 2020 with three or more dates in September for negotiations between the Union and Sunbelt. In light of the current pandemic, Sunbelt suggests using Zoom, Webex or Microsoft Teams for the negotiations. Please also provide me with information as to who the Union proposes would fill the “bargaining unit positions.”

Thank you for your assistance with this matter.

Very truly yours,



Patricia J. Hill

PJH/ph

cc: Sunbelt Rentals, Inc.



BAUM SIGMAN AUERBACH & NEUMAN, LTD.

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August 28, 2020

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VIA EMAIL: pjhill@sgrlaw.com

Patricia J. Hill, Esq.
Smith, Gambrell & Russell, LLP
50 North Laura Street, Suite 2600
Jacksonville, FL 3222-3629

RE: Sunbelt Rentals, Inc.
Case Nos. 18-CA-236643, 18-CA-238989 and 18-CA-247528
Our File Nos. 28506, 28551 and 28758

Dear Ms. Hill:

We received your letter dated August 26, 2020 (at 3:50 p.m.), demanding a response by noon on August 28, 2020, and containing a very different response from the ones in your May 26, 2020 and August 12, 2020 letters. That same day, August 26, 2020, Sunbelt also filed its reply brief in support of its motion to stay the 10(j) injunction, asserting that Sunbelt “will succeed on the merits of its appeal of the Order.” Given these inconsistencies, Local 139 cannot help but question the sincerity of Sunbelt’s sudden willingness to bargain. Since the primary charge at issue was Sunbelt’s failure to bargain in good faith with Local 139, a withdraw of Sunbelt’s appeal and motion to stay would be the best way for Sunbelt to demonstrate a sincere intent to bargain in good faith now.

Notwithstanding Local 139’s concerns about the sincerity of this offer, the Union remains eager to bargain a first contract for the Franksville bargaining unit. As stated in Mr. Ervin’s August 11, 2020 letter, the Union continues to be available for negotiations on September 1, 3, 8 and 10, 2020.

As for bargaining via video conferencing, the Union’s experience in recent months has been that it is an inefficient means of bargaining generally, which makes it particularly unsuitable after Sunbelt’s history of bad faith bargaining. Accordingly, Local 139 again proposes to meet in person at Local 139’s office in Pewaukee, which has ample space for proper social distancing. Alternatively, Local 139 proposes meeting at a neutral location with similarly adequate space. While in person bargaining is Local 139’s strong preference, it is open to attempting to bargain via video conference if Sunbelt truly intends to bargain in good faith. However, if Sunbelt continues to bargain in bad faith, Local 139 reserves the right to demand bargaining in person to comply with the Court’s Order.

As to your request to “provide me with information as to who the Union proposes would fill the bargaining unit positions,” that question is misdirected. The Court ordered Sunbelt to restore the status quo. Sunbelt will need to explain to Local 139 how it intends to do so and how it intends to comply with the remainder of the Court’s order if it intends to resume bargaining in good faith.

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Attorneys and Counsellors

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Patricia J. Hill, Esq.

Page 2

August 28, 2020

Please confirm the dates Sunbelt is available to meet for bargaining, and whether Sunbelt will bargain in person at Local 139's office or at a neutral location.

Very truly yours,

BAUM SIGMAN AUERBACH & NEUMAN, LTD.



Patrick N. Ryan

PNR/kp

cc: Terrance E. McGowan (via email)
Steve Buffalo (via email)
Greg West (via email)
Mike Ervin (via email)
Dan Marsolek (via email)

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Attorneys and Counsellors

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Patricia J. Hill, Esq.

Page 3

August 28, 2020

bcc: BCH
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