UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

AFSCME COUNCIL 52, LOCAL 2254,

and

AFSCME COUNCIL 52, LOCAL 3680

v.

NLRB Case No. 22-CA-099042
NLRB Case No. 22-CA-110822
NLRB Case No. 22-CA-115713
NLRB Case No. 22-CA-115721

JERSEY CITY MEDICAL CENTER,
Employer/Respondent

_____/

EMPLOYER'S MOTION TO DISMISS, MOTION TO STRIKE AND FOR BILLOF PERTICULARS , ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Jersey City Medical Center ("JCMC") and files this Answer, Motion to Dismiss, Motion to Strike and Bill of Particulars pursuant to sec. 102.24, et seq, and as grounds therefore states as follows:

ANSWER

1. Admitted the union filed a charge;

2. Admitted the union filed a charge;

3. Admitted the union filed a charge;

4. Admitted the union filed a charge;

5. Admitted Respondent is a hospital in New Jersey;

6. Admitted Respondent has over $250,000 in revenue;

7. Admitted Respondent does more than $5000 in interstate commerce.

8. Admitted Respondent is a healthcare institution in interstate commerce;

9. Admitted the locals are labor organization;

10. Admitted that Joe Scott is the CEO, Mary Cataudella is the VP of Human Resources, Marcel Sanchez is the Director of Security, Christine Simeone is the ICU Director, Erin Salmond is a Nurse Manager, Kim Polesti is a Nurse Manager, Michelle Lopez is ER Director and Lourdes Valdez is a representative of Human Resources; DENIED as to her title; Wayne Griffin and Javier Pagarro are not employees of the Hospital, therefore DENIED, Bill Cook is not Housekeeping Director, therefore DENIED, and Jim Dwyer was not EMS Director at all times material hereto, having resigned in or about April 2013, therefore DENIED; and ADMITTED that Jeanne Schmid and Brent Yessin, undersigned, were obviously at certain times, and in limited capacity attorneys or agents of Respondents, DENIED, as to the balance of the Averment that they were such "at all material times", therefore DENIED.

11. ADMITTED that the job descriptions attached were included in the Recognition Clause of the expired contract, DENIED that they are the current job descriptions, as the parties agreed to new job descriptions in their negotiations, and subject to the Motion to Strike all averments related to Local 3680 since they were not parties to the employees' vote, neither of the discharges cited herein pertained to their members, the hospital still recognizes them as the exclusive agent of the employees in their bargaining unit, and have been operating under terms which they accepted in July 2013, and thus subject to the affirmative defenses listed below.

12. ADMITTED that the job descriptions attached were included in the Recognition Clause of the expired contract, DENIED that they are the current job descriptions, as the parties agreed to new job descriptions in their negotiations and many of the listed job descriptions do not exist, and FURTHER DENIED that Paramedics, Respiratory Therapists and Physical Therapists are appropriately in a bargaining unit since they are Professionals under NLRB authority and never afforded a *Sonatone* election to choose inclusion in a unit including non-professionals, and exercise supervisory authority over other bargaining unit members who are non licensed, thus making the unit inappropriate.

13. DENIED. They have not been the exclusive agent "at all material times"; the Hospital withdrew recognition of Local 2254 pursuant to a secret ballot vote of 70% of the employees conducted pursuant to *Allentown Mack, Strucknes Construction* and their progeny on November 13th and 14th, 2013; ADMITTED that the terms of the old bargaining agreement ceased being effective on December 31, 2012.

14. ADMITTED Local 3680 is the exclusive bargaining agent of the skilled craft unit, and as noted in the attached Motion to Dismiss, they are unaffected by the withdrawal of recognition of Local 2254 after the vote of its members.

15. DENIED, subject further to the Bill of Particulars attached hereto, since there is insufficient information in this Averment to form an opinion as to the truth of the Averment, and subject to the Motion to Dismiss for failure to state a claim, since "bargaining over EMS department issues" includes operational issues that the parties by practice discussed at a unit or department level.

16. ADMITTED that in February the Hospital stopped taking 2% of employees' pay in dues because the contract had expired, and with it the unenforceable illegal

maintenance of membership clause, and the dues check off provision requiring social security numbers be provided to the union in derogation of law; subject to the Affirmative Defenses listed below, including Accord and Satisfaction, Waiver, Estoppel and Laches, since the union asked the hospital to not collect dues until it agreed to a new dues check off clause, and once it did, in July, those cards were distributed according to the express desire of the parties.

17. ADMITTED the Hospital provided voluntary dues check off cards to its employees, subject to the Motion to Dismiss and Affirmative Defenses below.

18. ADMITTED that dues check off and union security clauses are mandatory subjects of bargaining that the parties did not agree to until July 2013; DENIED as to the balance of the averment, and subject to the Bill of Particulars set forth below.

19. DENIED. Union officials participated in discussions with Jim Dwyer, the former manager of the department, and department issues previously were and continue to be discussed directly with the staff according the past practice, Union attorneys and business agents including Paul Kleinbaum and Steve Tully both requested the hospital NOT collect dues until the parties had agreed to the terms of the new clauses, and the NLRB is in possession of that correspondence; the parties did then subsequently agree and the forms were distributed, the union even asking permission to use the terms of the cards for its other companies; The averments herein are further subject therefore to the Affirmative Defenses and Bill of Particulars below.

20. ADMITTED that the parties met at those times, DENIED that they stopped meeting in January, as negotiations continued in February, resumed under the auspices of FMCS in March, subject only to the union agreeing to move off its positions of previous

intransigence and continuing through July when the parties agreed on all material terms, subject only to ratification by the members.

21. ADMITTED that the final offer from February was implemented in February; DENIED to the extent the averment implies that offer remains the terms and conditions, as those terms were replaced by the terms the parties agreed to in July, and the Hospital replaced the February terms with the agreed upon terms in July 2013, which were then implemented as a *novation* or replacement of terms.

22. DENIED, the parties reached a good faith impasse under the terms of *Erie Brush* (attached), but moreover, as set forth below, *then* returned to the bargaining table, reached agreement on material terms that were previous articles of impasse, including wages, union security, seniority and others, and implemented those agreed upon terms in July 2013;

23. ADMITTED, Lynette Brown was suspended.

24. ADMITTED Kerri Jicha was suspended.

25. ADMITTED, Lynette Brown was terminated.

26. DENIED, Kerry Jicha was offered an approximately $10,000 raise to take a promotion to a doctor's office as a medical assistant, a position she is now qualified for because the Medical Center paid for a 6 month course to get her credentialed, and the job is a non bargaining unit position.

27. ADMITTED, Elvin Santos was assigned to the Behavioral Health department.

28. ADMITTED, Elvin Santos was discharged,

29. DENIED, and subject to the Bill of Particulars attached below, as there is not sufficient specificity regarding what the Board believes were protected concerted

activities for which claimants were discharged, since for example, failure to enter doctors orders resulting in patients not receiving prescribed treatments is not currently construed as "protected concerted activities," abandoning your job for hours while you run a football pool and interfere with care in an ICU room is not "protected concerted activity" within the meaning of the Act.

30. DENIED, and subject to the Bill of Particulars attached below, as there is not sufficient specificity regarding what the Board believes were the "about various dates"(*sic*), and subject to the Affirmative Defenses below including Failure to State a Claim, Estoppel, and Claimant's Own Conduct, since NLRB authority restricts the Hospital in its efforts to limit access to the hospital in furtherance of employees' Section 7 Rights;

31. DENIED, and subject to the Bill of Particulars attached below, as there is not sufficient specificity regarding what the Board believes were the "about various dates" (*sic*), and subject to the Affirmative Defenses below including Failure to State a Claim, Estoppel, and Claimant's Own Conduct, since NLRB authority restricts the Hospital in its efforts to limit access to the hospital in furtherance of employees' Section 7 Rights;

32. DENIED, and subject to the Bill of Particulars attached below, as there is not sufficient specificity regarding what the Board believes were the "about various dates" (*sic*), and subject to the Affirmative Defenses below including Failure to State a Claim, Estoppel, and Claimant's Own Conduct, since NLRB authority restricts the Hospital in its efforts to limit access to the hospital in furtherance of employees' Section 7 Rights, Flores' emails were from private accounts which the Board prohibits employers from restricting, and the list was prepared by the union when Flores was a union official.

33. ADMITTED the union sent the email requesting a copy of a disciplinary warning to Mr. Flores;

34. DENIED; Union officials were informed that the discipline was verbal and there is no "copy" to produce; they were also informed that discipline was limited by the fact that the complained of event was in a break room during or related to a party for another employee and not in a work place or work time.

35. DENIED, see above.

36. ADMITTED that employees voted in a secret ballot election by approximately 70% that they did not "wish to be represented for purposes of collective bargaining by Local 2254"; DENIED that there was an absence of "good faith doubt" regarding the union's status, since there were approximately 250 cards signed by employees rejecting the union as their bargaining agent, and only 2 dues payers out of 570, among other indicia recognized by the US Supreme Court and the NLRB as evidence of "good faith doubt, including *Johns-Manville Sales Corp. v. NLRB*, 906 F.2d 1428 (10th Cir. 1990). *Thomas Industries, Inc. v. NLRB*, 687 F.2d 863, 867-68 (6th Cir. 1982), and the aforementioned *Allentown Mack 118 S.Ct. 818, 820 (1998).*

37. ADMITTED that following the employees' secret ballot election rejecting the union, the Hospital withdrew recognition from this one local under the terms of *Allentown Mack, Strucknes, Johns Manville* and others cited above;

38. ADMITTED, having withdrawn recognition, the legal effect is a "refusal to bargain" but DENIED that any request to bargain has been made.

39. DENIED, in fact it would be a violation of Employee's section 7 rights now that it has objective evidence the union lost majority status, to so recognize them, *see for example, Levitz Furniture of the Pacific*, 333 NLRB 717, 720 (2001).

40. DENIED, see above.

41. DENIED, and more particularly subject to the Motion to Dismiss and Bill of particulars set forth above, as there is not averment above, save this lone conclusory accusation of any discrimination in "hire or tenure" related to union membership, and the Hospital continues to employ and have contracts with nurses, food service workers, professionals and others represented by the same union.

42. DENIED as to the averment there have been any unfair labor practices.

MOTION FOR BILL OF PARTICULARS

In support of its Motion for a Bill of Particulars, The Respondent does aver and state as follows:

43. In Paragraphs 15 and 18 of the Board's Complaint, it is impossible to prepare a defense of a claim so vague, there is no assertion of where the meeting took place, or what the subject matter was ("relat[ing] to wages, hours and other terms…"], let alone who was in attendance, and the Board's own case handling manual calls for more specificity than that, if it can be provided, and if it cannot, then the averment should be stricken. (See 10264.2, Case Handling Manual) Upon information and belief, the union's President David Parnell was party to these discussions and did in fact initiate those with Mr. Dwyer, who has since left employment with JCMC. If these allegations include those conversations, they should be stricken, and if not that should be so specified.

44. In Paragraphs 30 through 32 of the Board's Complaint, it is impossible to prepare a defense of a claim so vague, as there is no assertion of where the alleged assistance took place, or even when ["various dates in July and September"?] let alone what working hours they were, ("during working hours"). Vague allegations were investigated when the union complained in July, and there was not enough detail to allow the hospital to confirm more than one visit, which was in a break area on a day he was scheduled to work. The Board's own case handling manual calls for more specificity than that, if it can be provided, and if it cannot, then the averment should be stricken. (See 10264.2, Case Handling Manual) The Board must make dates, places and times available in order to allow the Hospital to defend the claim, and if no more specificity can be provided, the claim must be stricken.

MOTION TO STRIKE PORTIONS OF THE COMPLAINT

45. The Board's attached "Schedule A" is not referenced in any manner in the complaint. It reflects pay grades back in 2004 for jobs that have not existed for close to a decade, such as seamstress, elevator operator, upholsterer, morgue attendant, chauffeur, etc. Surely the Board is not requesting a return to antiquated titles abandoned long ago, and wage rates from 2006? If that is the remedy the Board seeks, it needs to provide more than simply a schedule. The attachment should be stricken.

46. Local 3680 is not a proper party to the Complaint, and the cases should not have been consolidated. None of the employee disciplines cited involve Local 3680. It was not a subject of the decertification petition, nor the election, nor the withdrawal of recognition. Indeed the members of Local 3680 have the terms and conditions of

employment today that their union agreed in July and was voting on prior to finding out that a member of Local 2254 had filed a petition to decertify that union… after which the union refused to allow its members to ratify the terms it had agreed to.

47. Local 3680 therefore should be stricken from the case, and more particularly from 22-CA-115713, 22-CA-110822 and 22-CA-115721 with whom they have no nexus whatsoever. Rather that file a motion to sever these claims, they should simply be stricken as Local 3680 is not a proper party. To the extent that the suspension of dues and implementation cited in 22-CA-099042 involves Local 3680, see below.

48. All charges related to 22-CA-099042 are mooted by the *novation*, or substitution, of the parties' subsequently agreed upon terms in July 2013.

49. The Board is in possession of the well trod record of the contract ratification vote by the union in July, wherein the union and the hospital agreed to terms that had previously been the subject of intransigence on both parties' side, including pay for performance, seniority, union security and dues check-off among others.

50. Although those terms were not ratified due to the suspension of voting, the terms were implemented in July.

51. The former AFSCME members were covered from July to November by terms agreed to by the union and the Hospital, and only after their vote to leave the union in November were they provided the benefit of the enhanced package that non-represented staff enjoy, including merit pay raises echewed by the union and a 403(b) match not in the union contracts.

52. The Board's own statute of limitations (6 months, Sec 10052.2, Case Handling Manual) ran on that implementation in January of 2014, with no amendment of the

union's charges, and no new charge. The new dues check off card, agreed to be the parties at that time, was circulated at that time. The statute of limitations therefore ran on any charge related to either dues check off or implementation as of about January 15, 2014, 6 months after the new terms were implemented

53. The Novation *mooted* the earlier implementation – replacing implemented terms from February with Agreed terms in July. The union has since said on several occasions, in writing and on the official transcript of the Board of Freeholders (attached under separate cover) that they accept those terms. 22-CA-099402 therefore, *must,* be dismissed, or stricken from the Complaint.

54. The charges asserted in paragraphs 36 – 40 and set forth in 22-CA115713 and 22-CA115721 should similarly be dismissed. There is no genuine issue of material fact in this matter – the only assertion regarding the secret ballot election made by the Board is that it was conducted "without good faith doubt of Local 2254's majority status". (Note, no reference in any of the relevant averments regarding Local 3680, to the point set forth above).

55. That assertion runs contrary to the weight of the law, and existing precedent. While deference is given by the Court to the Board, the ALJ is bound by existing precedent, by Board procedure and here there is no doubt: a petition signed by 40% of the employees IS sufficient to create good faith doubt, as is lack of dues payers, anectdotal remarks, and other indicia.

Note: In *Johns-Manville*, the employer relied, as a basis of its "doubt" as to the union's majority status, upon the signatures of 211 employees on a decertification petition (approximately 40% of the unit), *plus* comments by 13 more employees who had not

signed the petition but stated they did not want the union as their bargaining representative, *plus* 4 more returning-striker employees who had not signed the petition but had resigned from the union. The *Johns-Manville* Court found that the Board should have assessed "the combined effect of these factors" (and others) and noted that "**it strains reason to ignore the increasingly convincing inference which arises when all of these factors are simultaneously present**." (*Emphasis added) Id.* at 1434, 1434 n. 14. The *Johns-Manville* case is particularly instructive because the appellate court directed that the "totality of specific circumstances" in the case should be considered by the Board, and that when objectively viewed, it would "only support one conclusion: [the employer] had sufficient objective evidence before it to doubt, in good faith, that the Union continued to enjoy majority support." Id. at 1434.

The *Johns-Manville* court cited for it's "totality of circumstances" standard, Justice Rehnquist's concurring opinion in *Curtin Matheson Scientific, Inc. v NLRB*, 494 U.S. 775 (1990) "I have considerable doubt whether the Board may insist that good faith doubt be determined only on the basis of sentiments of individual employees, and at the same time bar the employer from using what might be the only effective means of determining those sentiments (a poll)… [But that issue is not before us today.]"

56. Following negotiation and agreement by JCMC and the Union on appropriate dues checkoff language in July 2013, the Hospital mailed to all members of the bargaining unit a dues checkoff authorization form which, in addition to authorizing payroll deduction for dues, stated that those employees who executed the form are "also

authorizing the Union and/or its subordinate organizations, to represent you in connection with your employment at the Medical Center" (Attachment 1, Check Off Authorization Form).

57. Of the 570 recipients of the form, **only two employees, less than one percent (1%) of the bargaining unit, authorized checkoff and supported "authorizing the Union…to represent [them]."**

58. A "low number of dues checkoff authorizations . . .may be considered when assessing majority support for a union." *Furniture Rentors of America, Inc., v. NLRB*, 36 F.3d 1240, 1245 (3d Cir. 1994), *followed by Horizon House v. NLRB*, 57 Fed. Appx. 110 (3d Cir. 2003).

59. A drop in dues checkoff authorizations can also be considered as a legitimate indicator of lack of union support, when other "additional objective evidence of employee dissatisfaction with the Union" is present as well. *Thomas Industries v. NLRB*, 687 F.2d at 867-68; see also *NLRB v. Albany Steel, Inc.*, 17 F.3d 564, 570 (2nd Cir. 1994); *NLRB v. North American Manufacturing Co.,* 563 F.2d 894, 898 (8th Cir. 1977); *NLRB v H.P. Wasson & Co.,* 422 F.2d 558 (7th Cir. 1970). In *Thomas Industries*, a checkoff authorization drop of 32% was considered as a factor pointing to the loss of majority status of the union therein. Comparatively at JCMC, even after approved check-off cards were mailed to the bargaining unit members, less than 1% of the bargaining unit chose to sign them. [That evidence has previously been submitted to the Board.]

60. Additionally, at a picket conducted by the Union in May, less than 5% of the bargaining unit participated.

61. Taken in their totality, the cumulative effect of the foregoing factors combined to provide JCMC with a good-faith doubt as to the Union's majority status, but out of caution, JCMC conducted a lawful, secret-ballot election among its employees to confirm both its express uncertainty (per the RM petition) and its objective good faith doubt that the union maintained majority status, promising based upon the outcome to a) continue, OR b) withdraw recognition from the Union based on the express wishes of the employees as indicated by their vote.

62. The totality of circumstances – fewer than 5% supporting the picket, less than 1% supporting the union with dues check off cards, and 250 people signing a petition to get rid of the union "only support one conclusion: [the employer] had sufficient objective evidence before it to doubt, in good faith, that the Union continued to enjoy majority support" *Johns-Manville,* at 1434.

63. After the election, with 70% turnout, and barely 30% supporting the union in a secret ballot election, plus the anecdotal remarks by another 30 – 40 employees who told managers they opposed the union but could not vote, the Hospital could only lawfully reach one objective conclusion: the employees no longer wished to be represented by AFSCME Local 2254. In light of that, to continue to recognize the union in contravention of the express will of a majority of employees would violate Section 8(a)(2) by bargaining with a minority union.

64. The Court of Appeals held in *Johns-Manville:* The Board's decision in this case is not supported by substantial evidence in the record as a whole. *Lear Siegler, Inc. v. NLRB,* 890 F.2d 1573, 1575 (10th Cir.1989). Manville was legally justified, based on the

objective manifestations of lack of majority support, in withdrawing recognition from the Union. Accordingly, we refuse to enforce the Board's order.

65. We believe the record before us is even more compelling than the facts before the Court there: the union's own bargaining committee expressed a desire to negotiate directly without the union present, less than 1% of the unit paid dues, less than 5% supported the union in a picket to support its contract goals, and well over 40% of the unit signed a petition to decertify the union or withdraw recognition, and voters then rejected the union by more than 2:1.

66. Paragraphs 43 and 44 are incorporated herein by reference as if restated in their entirety.

AFFIRMATIVE DEFENSES

Further, Respondent Jersey City Medical Center does further assert the following *affirmative defenses*, including but limited to the following, and does aver and state as follows:

1. **THE STATUTE OF LIMITATIONS.** Section 10052.2 of the NLRB Casehandling manual sets forth the 6 month statute of limitations for unfair labor practices. All averments related to 22-CA-099042, including paragraphs 16 – 22, and 40 are mooted by the union's failure to timely object to the implementation of the agreed upon terms in July. Claims not properly filed are lost.
2. **NOVATION.** Under the doctrine of novation, a *"A novation… takes place when the original parties continue their obligation to one another, but a new*

agreement is substituted for the old one". West's Encyclopedia of American Law (2008) . All averments related to 22-CA-099042, including paragraphs 16 – 22, and 40 are mooted by the union's failure to timely object to the implementation of the latter agreed upon terms in July. Those terms substituted for the earlier (February), implemented terms, thus any charges related to the new terms would have to have been filed in January of 2014 to be timely, and they were not.

3. **WAIVER AND ESTOPPEL** When the union accepted the language in the new dues check off provision, it "waived" any right to object to its use. When it accepted the new pay levels, some of which were enhanced, that came with the new job titles, it waived its right to assert that old titles and old, lower, rates of pay should apply. When the union demanded that the Hospital stop dues check off in March, by letter in possession of the NLRB, it is thereafter estopped from complaining when the hospital did so.
4. **ACCORD AND SATISFACTION.** The union has accepted the hospital's terms from July by continuing to work on them without striking.
5. **FAILURE TO STATE A CLAIM.** The Board's assertions in paragraph 15 – 23, 26, and 41, a non exclusive list, Fail to State a Claim. The contract implemented (legally) in February was "un-implemented" to coin a term, and replaced in July with agreed upon terms.
6. **CLAIMANTS OWN CONDUCT.** The Board itself, principally at the behest of labor organizations, has continued to liberalize rules allowing employees' protected concerted activity at or regarding their workplace, especially using the internet and social media. The actions it asserts are "assistance" to the petitioner constituted

simply the hospital trying to comply with new Board pronouncements regarding solicitation. Further, and relative to dues checkoff, the Board's late 2012 ruling in *WKYT* required employers to continue dues collection voluntarily if language was agreed upon.

7. **ILLEGALITY** Punishing the decertification petitioner for use of his personal email during personal time would have been a violation of the Board's own rules… thus allowing it cannot simultaneously be "unlawful assistance." Prohibiting solicitation in the break room which is the only specific instance the union cites in its complaints about Mr. Flores' on campus activities (there may be more, but it is not apparent in the complaint, as discussed in the Bill of Particulars) would also be unlawful restrictions on his Section 7 rights under the Board's new rules, as well as longstanding rules.
8. **LACHES** The union is equitably estopped from complaining of the terms of an implemented offer when it sought to ratify and *was* ratifying the new terms when it suddenly suspended voting, and is barred from asserting a claim for suspension of dues when it demanded that we do so.
9. **FAILURE TO MITIGATE DAMAGES.** The personnel matters are not specific enough to answer, but to the extent there were any damages, complainants would be under an affirmative duty to mitigate them.
10. **OFFSET.** See above.
11. **RETRACTION.** The Hospital offered to return Kerri Jicha to the position she came from, in the unit, and she declined because it was at a lower rate.

12. **NO DAMAGES.** The employees have all had an enhancement of pay or benefits of some sort both after the implementation of the February offer and subsequent offer in July, as well as when they became non-represented in November. To "restore" them would actually cost them money, and to restore them to the 2006 levels and jobs contained in the Board's Schedule A, "orphan exhibit", cited nowhere, would badly punish them and frustrate the purposes of the Act.

13. **UNIT NOT APPROPRIATE FOR RECOGNITION.** The unit includes statutory supervisors including paramedics, respiratory therapists and physical therapists, all of which exercise supervisory authority over non licensed staff, and therefore the unit is not appropriate.

Respectfully submitted,

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201 N. Franklin St., Ste. 2880
Tampa, Florida 33602

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by U.S. mail and provided by email on this the _____ day of _____, 2014 to:

Mr. J. Michael Lighnter
Regional Director
Region 22
National Labor Relations Board
20 Washington Place

Newark, NJ 07102

Mr. Paul Kleinbaum
Zazzali, Fagella, Nowak,
Kleinbaum and Freidman
1 Riverfront Plaza
Ste 320
Newark, NJ 07102

_____
Brent W. Yessin, Esq.

United States Court of Appeals

FOR THE DISTRICT OF COLUMBIA CIRCUIT

Argued October 15, 2012 Decided November 27, 2012

No. 11-1337

ERIE BRUSH & MANUFACTURING CORP.,
PETITIONER

v.

NATIONAL LABOR RELATIONS BOARD,
RESPONDENT

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1,
INTERVENOR

Consolidated with 11-1416

On Petition for Review and Cross-Application
for Enforcement of an Order of the
National Labor Relations Board

Irving M. Geslewitz argued the cause and filed the briefs for petitioner.