

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 28**

ASARCO LLC

and

**Cases 28-CA-255235
28-CA-263409
28-CA-267000**

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, AFL-CIO, CLC**

and

**Cases 28-CA-255412
28-CA-263590**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 104, GENERAL
TEAMSTERS (EXCLUDING MAILERS), STATE OF
ARIZONA**

and

Case 28-CA-255460

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 518**

and

Case 28-CA-255482

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 428**

and

Case 28-CA-255487

**THE UNITED ASSOCIATION OF JOURNEYMAN &
APPRENTICES OF THE PLUMBING,
PIPEFITTING & SPRINKLER FITTING INDUSTRY
OF THE U.S. AND CANADA, LOCAL 469**

and

Case 28-CA-255492

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 602**

and

Cases 28-CA-255862
28-CA-263369

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

and

Cases 28-CA-256724
28-CA-265707

**INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, LOCAL 627**

**ORDER FURTHER CONSOLIDATING CASES, THIRD CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On September 30, 2020 an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued in Cases 28-CA-255235, 28-CA-255412, 28-CA-255460, 28-CA-255482, 28-CA-255487, 28-CA-255492, 28-CA-255862, 28-CA-256724, 28-CA-263369, 28-CA-263409, 28-CA-263590, 28-CA-265707 alleging that ASARCO LLC (Respondent) had engaged in unfair labor practices that violate the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** those cases are further consolidated with Case 28-CA-267000, filed by United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO (USW), which alleges that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Third Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board’s Rules and Regulations, is based on these consolidated cases and alleges that Respondent has violated the Act as described below.¹

1. The charges in the above cases were filed by the Charging Parties as set forth in the following table, and served upon Respondent on the dates indicated by U.S. Mail:

¶	Case No.	Charging Party	Version	Date Filed	Date Served
(a)	28-CA-255235	USW	Original	1/27/20	1/28/20
(b)	28-CA-255235	USW	First Amended	3/4/20	3/4/20
(c)	28-CA-255412	International Brotherhood of Teamsters, Local Union No. 104, General Teamsters (Excluding Mailers), State of Arizona (IBT, Local 104)	Original	1/29/20	1/30/20
(d)	28-CA-255460	International Brotherhood of Electrical Workers, Local 518 (IBEW, Local 518)	Original	1/28/20	1/31/20
(e)	28-CA-255460	IBEW, Local 518	First Amended	3/5/20	3/6/20
(f)	28-CA-255482	International Union of Operating Engineers, Local 428 (IUOE, Local 428)	Original	1/28/20	1/31/20
(g)	28-CA-255482	IUOE, Local 428	First Amended	3/5/20	3/6/20
(h)	28-CA-255487	The United Association of Journeyman & Apprentices of the Plumbing, Pipefitting & Sprinkler Fitting Industry of the U.S. and Canada, Local 469 (UA, Local 469)	Original	1/28/20	1/31/20
(i)	28-CA-255487	UA, Local 469	First Amended	3/5/20	3/6/20
(j)	28-CA-255492	International Brotherhood of Electrical Workers, Local 602 (IBEW, Local 602)	Original	1/30/20	1/31/20

¹ On February 19, 2020, March 4, 2020, March 23, 2020, August 6, 2020 and September 23, 2020, the Region requested that Respondent cooperate in the administrative investigation of the unfair labor practice charges conducted prior to issuance of the instant complaint. Respondent failed to fully cooperate in the investigation by refusing to furnish certain documents relevant to the disposition of the charges.

¶	Case No.	Charging Party	Version	Date Filed	Date Served
(k)	28-CA-255492	IBEW, Local 602	First Amended	N/A	N/A
(l)	28-CA-255862	International Association of Machinists and Aerospace Workers (IAM)	Original	2/5/20	2/6/20
(m)	28-CA-256724	International Brotherhood of Boilermakers, Local 627 (IBB, Local 627)	Original	2/19/20	2/21/20
(n)	28-CA-256724	IBB, Local 627	First Amended	5/19/20	5/19/20
(o)	28-CA-263369	IAM	Original	7/22/20	7/22/20
(p)	28-CA-263409	USW	Original	7/21/20	7/23/20
(q)	28-CA-263409	USW	First Amended	9/2/20	9/2/20
(r)	28-CA-263409	USW	Second Amended	9/15/20	9/15/20
(s)	28-CA-263409	USW	Third Amended	9/24/20	9/29/20
(t)	28-CA-263590	IBT, Local 104	Original	7/27/20	7/27/20
(u)	28-CA-265707	IBB, Local 627	Original	9/3/20	9/4/20
(v)	28-CA-265707	IBB, Local 627	First Amended	9/24/20	9/29/20
(w)	28-CA-267000	USW	Original	10/1/2020	10/2/2020
(x)	28-CA-267000	USW	First Amended	12/22/20	12/22/20

2. (a) At all material times, Respondent has been a limited liability company with offices and places of business in Hayden, Arizona (Respondent's Hayden Operations), Kearny, Arizona (Respondent's Ray Complex), Sahuarita, Arizona (Respondent's Mission Complex), Amarillo, Texas (Respondent's Amarillo Copper Refinery), and Marana, Arizona (Respondent's Silver Bell Mine) (collectively, Respondent's facilities), and has been engaged in the business of mining, smelting, and refining copper.

(b) During the 12-month period ending January 27, 2020, Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at Respondent's facilities in the State of Arizona goods valued in excess of \$50,000 directly from points outside the State of Arizona.

(c) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3. At all material times, the following entities (collectively, the Unions) have been labor organizations within the meaning of Section 2(5) of the Act:

- (a) USW;
- (b) USW, Local 886-2;
- (c) USW, Local 915;
- (d) USW, Local 937;
- (e) USW, Local 5252;
- (f) USW, Local 5613;
- (g) IBEW, Local 518;
- (h) International Brotherhood of Electrical Workers, Local 570;
- (i) IBEW, Local 602;
- (j) IAM, Local 519;
- (k) IBB, Local 627;
- (l) IBT, Local 104;
- (m) IUOE, Local 428;
- (n) United Brotherhood of Carpenters and Joiners of America, Millwrights Local 1607; and
- (o) UA, Local 469.

4. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the

meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Manuel Ramos	-	President
Agustin Trevino	-	Director of Human Resources
Stacy Sinele	-	Senior Human Resources Manager
Crista Cazeaux	-	Unknown Title
Tracy Morris	-	Operations Manager, Respondent's Amarillo Copper Refinery
Brenda Alward	-	Acting Plant Manager, Respondent's Amarillo Copper Refinery
Mitchell Farley	-	Rodline General Manager, Respondent's Amarillo Copper Refinery
Kenny Vines	-	Rodline Supervisor, Respondent's Amarillo Copper Refinery
Josh Brown	-	Supervisor II Operations, Respondent's Amarillo Copper Refinery
Jamie Bowen	-	Maintenance Supervisor, Respondent's Amarillo Copper Refinery
Lance Keys	-	Supervisor, Respondent's Amarillo Copper Refinery

(b) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondent within the meaning of Section 2(13) of the Act:

Unnamed Agents	-	Third-Party Security Agents
Unnamed Agent	-	Counsel
Unnamed Agent	-	Counsel
Unnamed Agent	-	Counsel

5. (a) About September 25, 2019, Respondent, by Tracy Morris, at Respondent's Amarillo Copper Refinery, removed Union literature from the employee break room.

(b) About September 25, 2019, Respondent, by Joshua Brown, at Respondent's Amarillo Copper Refinery, promulgated, and since then maintained, a rule or directive prohibiting employees from placing Union literature in the employee break room.

(c) On a date in or around mid-October 2019, Respondent, by Stacy Sinele, by letters to employees at Respondent's facilities:

(1) solicited revocation of employees' dues checkoff authorizations; and

(2) solicited resignation of employees' membership in the Unions;

(d) About October 21, 2020, Respondent, by Mitchell Farley, at Respondent's Amarillo Copper Refinery, threatened employees with reduced staffing levels if employees engaged in union and protected concerted activities, including participating in a strike.

(e) From a date in or around early or mid-November 2019 through present, Respondent, by unnamed agents of a third-party security company retained by Respondent, by video recording its employees engaged in a strike outside the entrances to Respondent's facilities set forth below, engaged in surveillance of employees' union and concerted activities:

- (1) Respondent's Ray Complex;
- (2) Respondent's Mission Complex;
- (3) Respondent's Silver Bell Mine; and
- (4) Respondent's Hayden Operations.

(f) About November 16, 2020, Respondent, by Brenda Alward, at Respondent's Amarillo Copper Refinery, threatened employees with reduced staffing levels if employees engaged in union and protected concerted activities, including participating in a strike.

6. (a) Since about October 13, 2019, certain employees of Respondent represented by the Unions and employed at Respondent's facilities ceased work concertedly and engaged in a strike.

(b) The strike described above in paragraph 6(a) was caused by Respondent's unfair labor practices described above in paragraphs 5(a) and 5(b) and below in paragraph 7(f) and was prolonged by the unfair labor practices of Respondent described above in paragraphs 5(c) and 5(d), and below in paragraphs 6(c), and 7(h) through 7(i).

(c) About December 2, 2019, Respondent implemented a Copper Price Bonus Proposal that penalizes employees by reducing their potential compensation when they spend time on union activities.

(d) About July 5, 2020, by e-mail and letter, the Union, on behalf of the following employees who engaged in the strike described above in paragraphs 6(a) and (b) and other employees who engaged in the strike described above in paragraphs 6(a) and (b) whose names are presently unknown to the General Counsel but are particularly within the knowledge of Respondent, made an unconditional offer to for the employees to return to their former positions of employment, on or about July 6, 2020:

Ricardo Costa	Joseph Russo, Jr.	Lance Swetensky
Jaime Vargas	Brent Willard	Emilio Medina
Andres Penunuri	Liandra Bell	Francisco Carbajal
Carson Carillo	Jack Anaya	Victor Cordova
Nicholas DeYoung	Salvatore Liotta	Keegan Widner
Luis Cordova	Daniel Pedregon	Armando Uzarraga
Joshua Houser	Eduardo Placencio	Michael Sepulveda
Angle Yslas	Larry McClain	Jeremy Moskal
David Kerton	Steve Morrison	Christian Schneider
Joshua Simpson	Kevin Gauthier	William Foor
Caleb Gates	James Rushford	David Colson
Richard Valencia	Lorenzo Moreno, Jr.	Robert Banegas
Robert Kershner	Ronald E Molera	Emmanuel Daniels
Allan Eckhart	Gerardo Ramirez	Francisco Trujillo

Adrian Teran	Vincent Escandon	Ezequiel Altamirano
Antonio Bautista	Michael CuvIELLO	James Cardenas
Cesar Gonzales	David Koshua	Kurt Kuta
Billy Quijas	Roy Robles	Armando Tanori, Jr.
Erin Wormer	Luis E Gonzales	Jose A Gonzales
Carlos J Moreno	Alfred Obregon	Nicolas Mackenzie-Low
William A Diaz	Chaz P Gilmore	Armando Valencia
Fabricio Verduzco	Benjamin Lucero	Joe Hernandez
Timothy Davies	Jesus Alvarez	Carlos Gonzalez
Joe Romero	Bernabe Medina	Michael Sepulveda
Jose Pacheco	Frank Dicochea	Derrick Tadeo
Alfonso Navarro	Armando Hernandez	Eric Torres
Brian Davidson	Manuel Diaz	Stephen Carson
Michael Capono	Alanis Cruz	Carlos Lopez
Ernest Torres	Michael Hassell	Bradley Becker
David Copeland	Ricardo Castro	Oscar E Ortiz
Mark Schoolman	Toribio Lujan	Karl Wagner
Anthony M Jose	Jose O Hernandez	Michael Jarratt
Matthew Orozco	David A Lopez	Peter Thayer
James Wegener	Leroy Duran	Angelito Dicochea
Miguel Romero	Victor Gonzalez	Paul Martin Rivera
John G Ford	Robert C Chavez	Juan Villalobos
Raymond Beltran	Nicholas Gaona	Marcus Richardson
Francisco Gallardo	Dylan Smith	Miguel Estrada
Mario Gonzales	Ronald Scheibe	Drew Turner
Kelly Gilliam	Anthony Segovia	Amahja Reynolds
Jeremiah Griffin	Levi Stamps	Tammy Rocha
Joseph H Hernandez	Eloy Garcia	Adam Alonzo
Richard Oldfather	Timothy Henders	Timothy Hoelzer
Bruce Weston	Luis Ballesteros	Mario Clyne
Charles Valdez	Brandon Hocking	Romero Cruz
Douglas Sweepe	Alfred Barragan	Tyson Pitner
Michael A Ramirez	Daniel T Flores	Kenneth Acevedo
Harlan Johnson	Daniel S Armstrong	Justin Day
Kyle Roan	Patricia Juvera	Carlene Denton-Roach
Regina Roth	Felisha Lechuga	Bill Haro
Eric Alderman	Allen Bushey	Kevin R Johnson
Benny Vines	Anthony Sanchez	Toby Tippetts
Michele Peltier	Donald Benner	Trevor Tomerlin
Leander Pullen	Christian Rios	Robert Madjerec
Marcus Alviar	Frank Steinke	Reynaldo Torres
Frederick Riddle	Jesus Soqui	Carlos Perez-Torres
Israel Daugherty	Danny Goodin	Tommy Bryce
Ellen O'Rourke	Donald McNeil	Joanna Almaraz
Arthur Chavez	Ruby Hosea	Jarred Fugett
Kevin J Johnston	Marlene Madrid	Delmar Clark

Kathy Coleman	Lucas S Gonzales	Matthew Schepers
Aaron Ayze	Samuel Juvera	Chandler Coleman
Warren Cosen	Daniel Sattelberg	Steven McDaniel
Philip Demario	Irma Navarro	Andrea Lea Armes
Renee Lillquist	Veronica Rios	Teresa White
Stephen Jones	Jacob Gonzales	Becky Hightower
Ernesto Roybal	James Wainio	Julio C Lopez
Isaac Conniff	Kevin Roth	Lyle Murphy
Michael Beaudoin	Joseph J Mendez	Megan Sewell
James McDaniel	Darrel Lee Swaim	Don A Seller
David E Heathman	Leticia Garcia	Josh Judd
Thomas S Kelley	Tylor McCormack	Kenneth George
Dale Bush	Jason Cude	Alfonso Soqui
Brett Angle	Allen Martinez	Ronnie Moltz
Bille Lee Woods	Jeremy Aguirre	John Badilla
George Herman	Jared Motes	Lyle Wall
Robert Wilson	Paul Lakin	Ray Burrola
Adrian Contreras	Devon Donovan	Marcos Gonzales
Daniel T. Huerta	Mario E Pacheco	Eric Van Gorden
Justin Winsor	Cristobal Zamorano	Jonah Crude
Richard Macias	Carlos Anaya	Winford McCray
Ben Bakke	Rico Lopez	Tony Salazar
Joe P. Rocha	Johnny Archuleta	Timothy McDaniel
Marvin Brumley	Samantha Pierpont	Dorina Chiquete
Tim Demario	Steve Garcia	Felipe Gomez
Mark Gonzales	Robert Hays	Manuel Martinez
Richard Sosa	Mauricio Soto	Grace Ybarra
Michael Collins	Fidel Abarca	Phillip Bonner
Sherry Chavez	Nikki Hernandez	Joseph Tameron
Dario Estrada	Augustine Gutierrez	Bruno Abarca
Pamela Pacheco	Michael Aragon	Dino Calvillo
Stephen Kitcheyan	Danny Quezada	Cody Vargas
Marcos Verdugo	David Wayne Wade	Mark Sigala
Ronald Sharp	Albert Careaga	Jimmy Bryce
Lance Deen	Salvador Hernandez	Fred Navarro
Steve Rivera	Ackim Verdugo	Ruben Olivas
David Martinez	Nicholas Greenleaf	Dolores Baez
Felix Cruz	Daniel Fehr	Debra Aguirre
Marisa Lopez	Mark Alvarado	Eduardo Granillo
Nathaniel Yanora	Esther Gonzales	Stephen Lucero
William Wallace	Michael Migliore	Demetri Breeden
Jacob Lorona	Tony Jimenez	Manuel Sanchez
Jeremy Pelletier	William Rocha	Gilbert Rodriguez
Jordan Garcia	Luis Zuniga	Franklin Adams
Kevin Cummings	Randy Gilliam	Thomas Herrera
Jason Myers	Jacquelyn Osborn	Leroy Servant

David Sotelo	Jeffrey Stephens	David Tippetts
Robert Tippetts	Kacy Ratliff	Matthew Archuleta
Jordan Gilliam	Marvin Harmon	David Olmos
Antonio Santa Maria	Samantha McDaniel	Dean A Morgan
Danny Cates	Kevin Benson	Kenneth Small
Enrique Lopez	Martin Madrid	James Selner
David Garcia	Edward Soto	Jose Luis Garcia
Michael Manriquez	Manuel Borboa	Esteban Gallego
Jaime Borbon	Nicholas Wright	Adrian Lopez
Keenan L Jones	Ricardo Cota	Clemente Soto
William Daniel McCune	Felix Monroy	David Valenzuela
William Madrid	Joshua Garcia	John Sanchez
Carlos LaPrada	George Lopez	Chris Gutierrez
Ernesto Magallanez	Jenessa Baldenegro	Angel Sanchez
Erik Buchanan	Michael Bravo	Arthur Alvarado
Jeremy Garcia	Darren Chapman	Robert Sandoval
Raul Morales	Henry Vargas	Arturo Quijada
Ronald Scheibe	Mario Romero	Adrian Corona
Donald Lopez	Sean Reece	Guillermo Rey Meza
Francis Allen	Brandon Lord	Skyler Harding
Pedro Salcedo	Ralph Garcia	James Everett
Roy Estrada	Travis Ben Horta	Andrew McCubbin
Ralph B Garcia	Timothy Rafferty	Fracisco Estrada
Ruben Hernandez	Domingo Ramos	Victoria Silva
Nick L Garcia	Michael Morales	Martha Alameda
Joseph Chubb	Olivia Medina	David Carbajal
Ruperto Gonzales	Charles Jimenez	Eduardo Mendoza
Agapito Galarza	Samuel C Williams	Silviano Jose Maes
Ryan J Pool	Angel Lopez	Nicholas J Lopez
Johan Jaramillo Chavez	Amado Ramos	Edward Gomez
Chris Nielsen	Keith Jordan	Charles Pisani
Isabel Rodriguez	Brandon Gomez	Francisco Medina
Torrie Boyd-England	Dorothy Russell	Jessica Lopez
Rene Rabago	David Ballesteros	Lisa Olivares
Fortunato Chavez	Clinton Whitaker	John Breneman
Kristofer Marez	Francisco Gutierrez	Matthew Flores
Theresa Martinez	Clemente Soto	Julian Garcia
Antonio Villegas	Omar Urbalejo	Jerry Robles
Michael Dills	Joshua Baldwin	Paul Neuman
John Lee Baldwin	Louis A Anaya	Joseph Steinnecker
Gary J Jones	Noel Felix	Joseph Boger
Jonathan Gonzales	Edward Austin	Frederick Cruz
Isiah Boltarez	Jared Ortiz	Enrique Beikes
Roy Cline III	Richard Magallanes	Francisco Barragan
Trent Tyler	Albert Amador	Matthew Rippey
Joseph Gonzales, Jr.	Colin Smitch	Gavin Torres

Austin White	Alex M Noriega	Rogelio Contreras
Patrick Carender	Mark Gamez	Ramon Samaniego
Timothy Waltermire	Jesus Gallego-Perez	David Walker
Antonio Almanza	Michael Guerrero	Scott Anderson
Michael Phelan-Rabago	Pablo Robles	Roger Zeiler
Jose A Ortiz	Mario Lopez	Terry Athey
Gilbert Sanchez	David Cluff	Mark Tamayo
Bobby Smith	Jack Carbajal	John Machado
James Powell	Michael Chavez	Vincente Zazueta
Michael A Salazar	Alfonso Gonzales	Hector Espinoza
Armando Rodriguez	Daniel Baldenegro	Fracisco Tamayo
Dennis Pool	Tim Cruce	Patrick McPeak
Afredo Contreras	Porfirio Lozoya	Emerson Seeley
Michael DeVos	Larry Garcia	Vincent Gonzales
Monica Badillo	Raul Romero	Frank Gonzales, Jr.
Brandon Garner	Wallace Garner	John Duessent
Angel P Zazueta	Jesse Camarena	Jose Martinez
Angel L Zazueta	Orlando Quesada	Alberto Roman
Raul Duarte	David Velasquez	Jorge Jacquez
Steve Saiz	Ramon Sanchez	Patrick Bainter
Raymond Rodriguez	Herbert Watson	Samuel Hart Kenton
Michael Garza	Jamie Black	Juan Camarillo
Matthew Alan Beel	Frank Noriega	Vincent T Taylor
Angel Baldenegro	Steven Juarez	Harrison Dillon
Anthony Denogean	Harley Steele	Robert Clark
Paul Shelby	Corinne Sheppard	Christopher Simmons
Raymond Parrish	Royce Smith	Tony Luna
Jesus Diaz	Gabriel G Hernandez	Alexander Dietz
Patrick Walker	Steven Joseph Gutierrez	Julio Cabrera
Zebulon Snelgrove	Patrick O'Hara	Anthony Vaglivielo
Daniel Nabor	Rafael Flores	Harry Llanez
Donald Tachhia	Reuben Barragan	Charles L Head
Frank Quiroz	Cruz A Gonzales	Timothy Stevens
Tanner Tuck	Anthony Baugher	Francisco Bejarano
Nicholas A Gomez	Jeff Turner, Jr.	Thomas Woods
Matthew Waddell	Allen Fehr	Christopher G Hernandez
Romeo Cruz	George Manuel Rivera	Steven Alderete
Raymond Sanchez	Salvador Gallego	Derek Gonzales
Daniel Garbiso	Alex Villanueva	Ramon Rivera
Tony Segovia	Esteban Davila	Mario Mariscal
Efton Tony Hopkins	Fermin Rosales	Gregory Romero
William Snelgrove	Michael Guzowski	Cameron Garrick
Reginald Ramsay	William Casillo	Ronald Valdez
Tobias Madrid	Roberto Gallego	Rafael Valencia
Frank V Gonzales	Pedro Gallego	Mauro Moreno
Juan Verduzco	Jared Gomez	Juan Diego Hernandez

James P Harden	Joseph M Vega	Wayne Morgan
Michael Estavillo	Franklin Riley	Garth Rieber
Shawn Allen	Lionel Duarte	Preston Sanchez
Frank Gomez	Luciano Romero	Antonio Santa Maria
Garbiel Sandoval	Cruz Gonzales	Steven Goodwin
Jeremy Ervin	Robert Mork	Gilbert D Velasquez
Nicholas Pacheco	Mark Tamayo	Jimmy Gonzales
Erik D Romero	Tony T Gallego	Samson Martinez
Mark A Alvarado	Terry Hightower	Joseph C Pacheco
Lanny J Smith	Paul A Baez	John A Dominguez
Vincent Alvarado	Christopher L Elvira	Joaquin Camarena
Manuel Ortega	Mario Vasquez	David M Sanchez
Francisco Corona	Angel Gonzalez	Orval Philpot
Benjamin Quesada	Michael Ballard	Jose Frisby Carillo
Anthony Marquez	Martin Esquivel	Jesus Rodriguez
Peter Encinas	James Lopez	Zachary Burwell
Joseph Ray Marinez	Patrick Apodaca	Julian Gomez
Jacob Sharff	Frederick Torrez	Joshua Luke
Daniel Ochoa	Joseph Valenzuela	Abelardo Rodriguez
Jose D Garcia	Etzael Garcia Reyes	Joseph M Valenzuela
Gino Zazueta	Ramon Samaniego	Brandon Cruz
Marcus Espinoza	Rudy Guerena	Patrick Llanez
Juan Howard	Anthony Garcia	David Valenzuela
Jacob Lopez	Brian Ortiz	Steven Trujillo
Lawrence Polanco	Eduardo Garcia	Alejandro Zazueta
Eric Haugh	Steven Hyde	John Garcia
Juan Lizarraga	Edward Garcia	Logan George Formo
Jeffrey Annis	Robert J Van Hassel	Michael L Barnett
Michael J Keegan	Mark Harden	Martin Calleros
Luis Aguilar	Matthew Alcala	Jerry Andrews
Tannen Andrews	Kermiet Baker	Nihad Barakovic
Antonio Barrera	Charlie Bass	William Bass
Hector Becerra	Juan Becerra	Jacob Benegas
Justin Black	Jared Bliss	Kenyon Blount
Kendrick Bournes	Weston Boyd	Rodney Briant
Willie Bridgeman	Pierce Browder	David Burris
Christopher Burton	Juan Carreon	Shay Carroll
Timothy Chamberlain	Brian Dawson	Christopher Dawson
Jordan Decorte	David Ketih Devore	Michael Diaz
Matthew Doerfler	Steven Eakin	Hanner Edgar
Maria England	Nickolas Escoto	Alfredo Flores
Vicente Flores	Gerald Frigo	Derrick Garcia
Dennis Gardner	Gregory Gerzon	Jason Gomez
Manuel Ysidro Gonzales	Anto Gubo	Ruben Guzman
Jason M Habel	Joe Brian Hall	Anthony Harrell
Brandon Helton	Antonio Hernandez	Debora Hewitt

Benjamin Hickam	Willie Hodge	Beverly Hughes
Kyle Hurst	Khieosomphone Inthirath	Michael Jaramillo
Sean A Johnson	Kay Kataneh	Scott Keesee
Souphanh Khamphoumy	Brian King	Lance Kirksey
Richard D Klahn	Alvin Knight	Christopher Kroeker
Seth D Lagunas	Quang Thien Lam	John D Land
Taylor B Lee	Brad Lemons	Chace Lofland
Truman Lucas	Zachary Luster	Jeffrey Mabry
Jeremy Macias	Juan G Mares	Charles Markham II
Edward Allen Martin	Anthony M Martinez	Jose C Martinez
Christopher McCallops	Carla McClendon	Tommy McFarlin
Tommy Merriman	Oscar Molano	Justin Moler
Patrick Montano	Efrain Morales	Jeremy D Morris
Neil H Mubarek	Jorge Muniz, Jr.	James Naranjo
JW Nelson	Mikel H Nelson	Josef Nguyen
Erick E Nunez	Leonardo Ocampo	Leroy Parker
Carlos Parscal	Lance S Patrick	Brittany Perdue
Renato Portugal	Dorothy Proctor	Reuben Ramirez
William Ray	Raymond Renteria	Jesus Resendes
Nathan J Roberts	Thaland Roberts	Zackery Roberts
Rodney Robinson	Dakota Rockholt	Isidro Rodriquez
Guerrero Ruiz	Reyes Ruiz	John Saavedra
Tony Saavedra	Carlos E Salazar	Christopher M Salazar
Miguel Sandoval Tellez	Billy Sarrels	Leonardo Segura
Bradley Sellers	Robby Shepherd	Lee H Shultz
Jedediah M Smith	Nicholas H Smith	Vixay Soumphonphakdy
Clay Lynn Spangler	Robert M Stine	William Stowe
Kevin Swain	Frederick Sweet	Daniel Tarango
Elizabeth Tarango	Donald Thompson	Francisco Tijerina
Juan Tijerina	Raymond Tillmon	Richard Vangalder
Sounthone Vera	Kasey Wade	Kenneth Walker
Michael Walton	Charles Ware	Jacoby Watson
Corey Whitt	Kerri Wilkinson	Brennen Worrell
Trent Worrell	Juan Zurita	
Gregory Schuett	Charles Case	Anthony Belding
Ryan Connolly	Kerry James	Ruben Gonzales
Steffan Trujillo	Chance Volle-Schoch	Christopher Wymbbs
Coren Coles	Alberto Polanco	

(e) Since about July 6, 2020, Respondent, by e-mail and letter, has failed and refused to reinstate the employees named above in paragraph 6(d) to their former positions of employment.

(f) About September 14, 2020, Respondent reduced the number of shifts for employees assigned to the rodline department at Respondent's Amarillo Copper Refinery from three to two.

(g) Since about September 14, 2020, Respondent has assigned supervisors to perform work ordinarily performed by employees in the Units described below in paragraph 7(b) at Respondent's Amarillo Copper Refinery.

(h) About September 14, 2020, Respondent eliminated bander, mobile equipment operator, mechanic, and general mechanic positions on the rodline at Respondent's Amarillo Copper Refinery.

(i) About September 25, 2020, Respondent laid off its employees named below:

Jon Mares
Pat Montano
Clay Spangler
Jared Bliss
Juan Carreon
Jordan Decorte

(j) About September 30, 2020, Respondent eliminated bander, mobile equipment operator, and mechanic positions on the rodline at Respondent's Amarillo Copper Refinery.

(k) About September 30, 2020, Respondent began assigning the active pickling operator on the rodline at Respondent's Amarillo Copper Refinery to train to operate cranes.

(l) About September 30, 2020, Respondent began assigning crane operators on the rodline at Respondent's Amarillo Copper Refinery to cut bands.

(m) About September 30, 2020, Respondent began assigning second shift banders on the rodline at Respondent's Amarillo Copper Refinery to perform work during the first shift.

(n) Respondent engaged in the conduct described above in paragraphs 6(c) and 6(e) through 6(m) because Respondent's employees assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. (a) The employees of Respondent (collectively, the Units) described in Article 2, Section A of the Basic Labor Agreement between Respondent and the Unions (the BLA) as supplemented by the Supplemental Agreements between Respondent and certain of the Unions for each of Respondent's facilities (the Supplemental Agreements), all of which were effective from September 21, 2017, through November 30, 2018, constitute units appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

(b) Since at least January 1, 2007, and at all material times, Respondent has recognized the Unions as the exclusive collective-bargaining representatives of their respective Units, as described in Article 2, Section A of the BLA, as supplemented by the Supplemental Agreements. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was the BLA, as supplemented by the Supplemental Agreements.

(c) Since at least January 1, 2007, and at all material times, based on Section 9(a) of the Act, the Unions have been the exclusive collective-bargaining representatives of their respective units, as described in Article 2, Section A of the BLA, as supplemented by the Supplemental Agreements.

(d) About August 8, 2019 and November 12, 2019, the Unions requested in writing that Respondent furnish the Unions with the following information:

(1) Updated claims data for calendar year 2018 and year-to-date 2019 with corresponding enrollment for medical/prescription drug, dental and vision coverage;

(2) A report of high dollar medical/prescription drug claims (claims above \$25,000) for calendar year 2018 and year-to-date 2019;

(3) A report of the 2020 COBRA rates/premium equivalents for medical/prescription, dental and vision coverage;

(4) A copy of the 2020 renewal calculation used to develop COBRA rates/premium equivalents that includes a detailed description of the components included in the renewal calculation for medical/prescription, dental and vision coverage;

(5) A comprehensive report of the cost savings expected from the medical plan changes proposed in Company Update to Health and Welfare Proposal, dated August 7, 2019. Please provide a separate cost savings estimate for each proposed plan design change (i.e. deductible, coinsurance, out-of-pocket maximum, copayment), including separate estimates for the proposed in-network and out-of-network changes where applicable; and

(6) A copy of any materials prepared for the upcoming 2020 open enrollment period.

(e) The information requested by the Unions, as described above in paragraph 7(d), is necessary for, and relevant to, the Unions' performance of their duties as the exclusive collective-bargaining representative of the Units.

(f) From about August 8, 2019 to about January 18, 2020, Respondent unreasonably delayed in furnishing the Unions with the information requested by it as described above in paragraph 7(d).

(g) At various times from about August 20, 2018 through November 14, 2019, Respondent and the Unions met for the purposes of negotiating a successor collective-bargaining agreement to the BLA described above in paragraph 7(a).

(h) During the period described above in paragraph 7(g), Respondent engaged in the following conduct:

- (1) bargained with no intention of reaching a successor agreement to the BLA;
- (2) failed to cloak its representatives with the authority to enter into binding agreements;
- (3) insisted on proposals that are predictably unacceptable to the Union;
- (4) failed or refused to meet with the Union at reasonable times for the purposes of negotiating a successor agreement to the BLA;
- (5) prematurely declared impasse; and
- (6) made unilateral changes to mandatory subjects of bargaining.

(i) About December 2, 2019, Respondent unilaterally changed unit employees' terms and conditions of employment, despite the absence of a valid impasse, by implementing Respondent's "last, best and final" offer including, but not limited to, the Copper Price Bonus described above in paragraph 6(c).

(j) About November 11, 2020, Respondent recalled two banders, one mobile equipment operator, and one mechanic to work on the rodline at Respondent's Amarillo Copper Refinery and reinstated two bander, one mobile equipment operator, and one mechanic position on the rodline at Respondent's Amarillo Copper Refinery.

(k) The subjects contained in paragraphs 6(c), 6(f) through 6(m), 7(i), and 7(j) relate to the wages, hours and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(l) Respondent engaged in the conduct described above in paragraphs 6(c), 6(f) through 6(m), 7(i), and 7(j) without first bargaining with the Union to an overall good-faith impasse for a successor BLA.

(m) By its overall conduct, including the conduct described above in paragraphs 5, 6(c), 6(i), 7(f), and 7(h) through 7(l), Respondent has failed and refused to bargain in good faith with the Unions as the exclusive collective-bargaining representative of the Units.

8. By the conduct described above in paragraph 5, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

9. By the conduct described above in paragraphs 6(c) and 6(e) through 6(m), Respondent has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

10. By the conduct described above in paragraph 5(b), 6(c), 6(f) through 6(l), and 7, Respondent has been failing and refusing to bargain collectively and in good faith with the

exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

11. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

The General Counsel seeks, as part of the remedy for the allegations in paragraph 6(e) and 6(i), that Respondent be required to submit the W-2 reflecting backpay paid to the discriminatees to the Regional Director. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before January 21, 2021, or postmarked on or before January 20, 2021.** Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the

party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on June 29, 2021, at 9:00 a.m. (Arizona Time), at a location and by a means and method to be determined, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Phoenix, Arizona, this 7th day of January 2021.

/s/ Cornele A. Overstreet

Cornele A. Overstreet, Regional Director

Attachments

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE**

Cases 28-CA-255235, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not

submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.