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10 LOCAL LODGE 964

11 UNITED STATES OF AMERICA  
12 NATIONAL LABOR RELATIONS BOARD  
13 REGION 21

14 ROHR, INC. OPERATING AS GOODRICH  
15 AEROSTRUCTURES,

16 Employer/Respondent,

17 and

18 IAMAW DISTRICT LODGE 725,  
19 LOCAL LODGE 964,

20 Petitioner/Union.

**CASE 21-UC-074150**

**REQUEST FOR REVIEW**

21 The Petitioner in the above-entitled matter hereby requests a review by the Board of the  
22 Decision and Order attached as Exhibit A in this unit clarification matter.

23 The Employer, Goodrich Aerostructures, is an employer in the aerospace industry  
24 building aircraft parts. The production, maintenance and inspection employees are represented by  
25 the Petitioner. They are covered by the current collective bargaining agreement for the period  
26 February 13, 2012 to February 13, 2015.

27 This dispute involves about 20 to 25 man-tech employees who are employed directly by  
28 the Employer, Goodrich Aerostructures. We recognize that the Regional Director has noted that  
there are about 15 to 20 man-tech employees who are employed jointly by the Employer and  
Adecco, a temporary employment agency. The Petitioner does not challenge the Regional

1 Director's decision that they may not be clarified into the bargaining unit given the current Board  
2 law. What is at issue is the 20 to 25 man-tech employees employed solely and directly by  
3 Goodrich Aerostructures.

4 These man-tech employees have been historically assigned to assist the research and  
5 development employees with prototype designs. Thus, historically, the Union agreed that the  
6 man-tech employees were excluded from the unit because they were involved in research and  
7 developmental programs. Historically, these employees worked in Buildings 16 and 40, separate  
8 from the production, maintenance and inspection employees.

9 The research and development activity of the man-tech employees is extremely limited,  
10 both with respect to the work performed and the building of the prototype designs. During the  
11 developmental period on very minimal occasions, production of machinery has been used by the  
12 man-tech employees.

13 Beginning in 2011 and continuing in 2012, Employer began assigning man-tech  
14 employees to additional production work. Man-tech employees, for example, have now been  
15 trained by production employees on the Gerber table. At about the same time, man-tech  
16 employees were trained by production employees on the process line. This is particularly  
17 significant because by using the process line, these employees are beginning to build more than  
18 just research and prototype designs. In 2012, production employees began training these man-  
19 tech employees on the degreaser. In roughly the same period, production employees trained the  
20 man-tech employees to use what is known as the AFP machine. In 2012, the Employer used  
21 production employees to train man-tech employees to paint aircraft parts.

22 What is apparent from this description is during the last year or two man-tech employees  
23 who were assigned to assist with developing prototype designs have now been producing more  
24 and more of the non-prototype production parts. It appears as though man-tech employees have  
25 now moved into the production of these parts rather than the creation of prototype designs. In  
26 fact, it appears now that the man-tech employees have built 50 ship sets for 780 aircraft.

27 The ship sets for the 780 aircraft went into production in or about February of 2012.  
28

1 It was the fact that the ship sets went into production which caused the Union to take the  
2 position that man-tech employees had to become part of the traditional production, maintenance  
3 and inspection unit.

4 This unit clarification has resulted from what is a substantial change. Although gradually  
5 over the last three years, man-tech employees have been assigned a little bit more production  
6 work, the substantial increase in production work over the last year and particularly in 2012  
7 generated this unit clarification petition. The man-tech employees directly employed by  
8 Goodrich have now been engaged in the production work of these ship sets of aircraft parts. Had  
9 they not engaged in production work, but remain involved solely in building prototype designs  
10 this petition would not have been appropriate.

11 The Regional Director simply ignored the fact that there has been a substantial change,  
12 that is, the man-tech employees are now doing production work on a much more substantial basis  
13 and thus doing the work covered by agreement.

14 Evidence of this change is provided through the Affidavit of James Cifu, the Chief  
15 Steward, which is attached as Exhibit B.

16 For the reasons stated above, the Regional Director's decision dismissing the unit  
17 clarification petition should be reversed. This reversal should be only as to the employees  
18 employed directly by the Goodrich Aerostructures.

19  
20 Dated: May 7, 2012

WEINBERG, ROGER & ROSENFELD  
A Professional Corporation

21  
22 By: /s/ David A. Rosenfeld  
23 DAVID A. ROSENFELD  
24 Attorneys for Union IAMAW DISTRICT  
LODGE 725, LOCAL LODGE 964

25 130425/667407

1 **CERTIFICATE OF SERVICE**

2  
3 I am a citizen of the United States and an employee in the County of Alameda, State of  
4 California. I am over the age of eighteen years and not a party to the within action; my business  
5 address is 1001 Marina Village Parkway, Suite 200, Alameda, California 94501-1091.

6 Jeffrey Edward  
7 Jackson Lewis, LLP  
8 One North Broadway, 15 Floor  
9 White Plains, NY 10601-2310  
(JeffreyE@jacksonlewis.com)

10 Attorneys for Employer

11  
12 copies of the document(s) described as:

13 **REQUEST FOR REVIEW**

14  **BY ELECTRONIC MAIL** - I caused to be transmitted each document listed herein via  
15 the email address(es) listed above or on the attached service list.

16  **BY MAIL** I placed a true copy of each document listed herein in a sealed envelope,  
17 addressed as indicated herein, and caused each such envelope, with postage thereon fully prepaid,  
18 to be placed in the United States mail at Alameda, California. I am readily familiar with the  
19 practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for  
20 mailing, said practice being that in the ordinary course of business, mail is deposited in the United  
21 States Postal Service the same day as it is placed for collection.

22 I certify that the above is true and correct. Executed at Alameda, California, on May 7,  
23 2012.

24 /s/ Joanna Son  
Joanna Son

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
Region 21

RECEIVED

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WR & R

ROHR, INC. OPERATING AS  
GOODRICH AEROSTRUCTURES

Employer

and

Case 21-UC-074150

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO, DISTRICT LODGE 725, LOCAL  
LODGE 964

Petitioner

**DECISION AND ORDER**

Upon a petition filed under Section 9(b) of the National Labor Relations Act, as amended, a careful investigation and consideration took place.

Pursuant to the provisions of Section 3(b) of the Act, the Board had delegated its authority in this proceeding to the undersigned Regional Director.

Upon the entire record in this investigation, the Regional Director finds:

- (1) The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction herein.
- (2) The Petitioner wishes to clarify the bargaining unit as follows:

All production, inspection, maintenance employees and man-tech<sup>1</sup> unit employees performing assembly lay-up and production work at Rohr, Inc., operating as Goodrich Aerostructures located at 8200 Arlington Avenue, Riverside, CA 92503.

- (3) Clarification of the bargaining unit is unwarranted inasmuch as the man-tech classification that has been historically excluded from the unit, and there have not been recent, substantial changes that would call into question the placement of the employees in the unit. *Bethlehem Steel Corp.*, 329 NLRB

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<sup>1</sup> The term "man-tech" according to the Employer refers to "Manufacturing Technology."

243, 244 (1999). Unit clarification proceedings are appropriate for resolving ambiguities that come with a newly established classification or when an existing classification has undergone recent, substantial changes in the duties and responsibilities for the employees. *Union Electric Co.*, 217 NLRB 666, 667 (1975).

There is no doubt that the man-tech position is not a new position. The Union maintains the man-tech classification has been existence since 1972, and the Employer asserts that it has employed employees in the classification for over 30 years.

The Union argues that the man-tech position was in the Research and Development department. These non-unit employees would manufacture parts used solely in the Research and Development department. At various time in the past, from 2005 up to and including March 2012, the Union argues that unit employees trained man-tech employees on how to use certain machines used by the unit employees: the PT machine, the 6-axis mill, the Gerber table, the “process line,” the degreaser, the AP machine, and painting machines. These machines were used sporadically by either man-tech employees employed by the Employer or by temporary staffing employees.

While it is unclear how many employees are in the man-tech classification, there is no doubt but that a significant number are supplied by Adecco, a temporary staffing agency. The Employer asserts the number of man-tech employees is “approximately 51” employees, while the Union asserts the number is 42. While each party disagrees on the exact number of temporary employees, each agree that the number is substantial.

The Union asserts that the man-tech employees have been producing limited amounts of parts and, thus, were not producing production parts or engaged in production work. However, it asserts that beginning on March 6, 2012, the man-tech employees supplied by the temporary staffing agency began painting certain parts of the GTF in a production area. Furthermore, from 2005 to 2011, the man-tech employees produced more than 50 “ship sets” for the 787 airplane.

Thus, the evidence does not establish that there have been recent substantial changes in the classification.

The clarification of the bargaining unit is further unwarranted because of the undisputed fact that a number of the man-tech employees are temporary employees. While the Union presented evidence to support that the Employer has implemented recent changes to the temporary employees supplied by Adecco, Adecco is not a signatory to the current collective-bargaining agreement between the Employer and the Union. In *Oakwood Care Center*, 343 NLRB 659 (2004), the Board determined that bargaining units that combine employees solely employed by a user employer and

employees jointly employed by the user employer and a supplier employer constitute multiemployer units, which may be appropriate only with the consent of all employers. Here, the evidence disclosed that Adecco is not a party to the current collective-bargaining agreement between the Employer and the Union, therefore, granting the clarification would bind Adecco to a collective-bargaining agreement to which it has not authorized consent. Relying on *Oakwood Care Center, supra*, Adecco's authorization is required for the accretion of the man-tech employees it supplies to the Employer.

As to the fraction of employees that are solely employed by the Employer, as previously noted, the employees have been historically excluded from the unit, and there have not been recent, substantial changes that would call into question the placement of the employees in the unit. Based on the undisputed facts concerning the man-tech employees and their duties, the clarification of the bargaining unit is unwarranted.

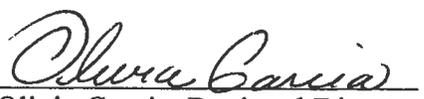
#### **ORDER**

The petition filed in this matter is dismissed.

#### **RIGHT TO REQUEST REVIEW**

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by **April 23, 2012**. The request may be filed electronically through E-Gov on the Agency's website, [www.nlr.gov](http://www.nlr.gov),<sup>2</sup> but may not be filed by facsimile.

DATED at Los Angeles, California this 9<sup>th</sup> day of April, 2012.

  
Olivia Garcia, Regional Director  
Region 21  
National Labor Relations Board

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<sup>2</sup> To file the request for review electronically, go to [www.nlr.gov](http://www.nlr.gov) and select the E-Gov tab. Then click on the E-Filing link on the menu, and follow the detailed instructions. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Agency's website, [www.nlr.gov](http://www.nlr.gov).

County of Los Angeles )  
 ) SS  
State of California )

Case 21-UC-074150

**Confidential Witness Affidavit**

**I James Cifu, being first duly sworn upon my oath, hereby state as follows:**

**I have been given assurances by an agent of the National Labor Relations Board that this Confidential Witness Affidavit will be considered a confidential law enforcement record by the Board and will not be disclosed unless it becomes necessary to produce the Confidential Witness Affidavit in connection with a formal proceeding.**

I reside at 16721 McPherson Avenue, Lake Elsinore

Zip Code 92530

*My telephone number is 951-674-7245*

I am employed by Goodrich Aero structures (herein the Employer)

located at 8200 Arlington Avenue, Riverside, California.

1 I was hired by the Employer on or about July 29, 1974, as an assembler. I am currently employed by the  
2 Employer as a maintenance employee on Saturday and Sundays. From Monday through Friday I am employed  
3 by the Employer as a full-time shop steward. The Employer is in business of building aircraft parts.

4 Production, maintenance and inspection employees employed by the Employer are represented by  
5 International Association of Machinists Local 964, herein the Union. The Employer and the Union currently have  
6 a collective-bargaining agreement. The term of the collective bargaining agreement is February 13, 2012 to  
7 February 13, 2015.

8 The Employer currently employs about 20-25 man-tech employees. The Employer and Adecco, a  
9 temporary employment agency employs about 15 additional man-tech employees. The Employer has employed  
10 man-tech employees since in or about 1972. Man-tech employees are not represented by a union. Man-tech  
11 employees were represented by the Union in or about 1972. Man-tech employees decertified the Union in or  
12 about 1973. Man-tech employees have not been represented since in or about 1972.

**PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine used for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further an unfair labor practice or representation case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.

**EXHIBIT** 

1 From about 1972 to about 2005, man-tech employees were assigned to work in non-building production  
2 buildings, buildings 5 and 20. From about 1972 to about 2005, Man-tech employees were assigned to assist the  
3 research and development employees with prototype designs.

4 In or about 2005, the Employer assigned man-tech employees ~~16 and 40~~<sup>16</sup>. Buildings 16 and 40 are Man-  
5 tech employee buildings. Since 2005, man-tech employees were assigned to assist the research and  
6 development employees with prototype designs.

7 In or about 2005, the Employer had man-tech employees trained by production employees on <sup>NAC</sup>MPT  
8 machine. Only production employees originally used the <sup>NAC</sup>MPT Machine. I do not know how many times the man-  
9 tech employees used the <sup>NAC</sup>MPT machine in 2005 – 2011. The use of the <sup>NAC</sup>MPT machine by man-tech employees is  
10 minimal. I cannot recall the number of times it was used by man-tech employees. From January 2012 to about  
11 March 30, 2012, man-tech employees have used the <sup>NAC</sup>MPT machine about 2 times.

12 In or about 2009, the Employer had man-tech employees trained by production employees on the 6-axis  
13 mill. Only production employees originally used the 6-axis mill. I do not know how many times the man-tech  
14 employees used the 6-axis mill in 2009 – 2012. The use of the 6-axis mill by man-tech employees is minimal. I  
15 cannot recall the number of times the 6-axis mill was used by man-tech employees.

16 In or about 2011, the Employer had man-tech employees trained by production employees on the Gerber  
17 table. Prior to 2011, only production employees originally used the Gerber table. In or about 2011, about 6  
18 months after the employees had the man-tech employees trained on the Gerber table, the Employer purchased a  
19 Gerber table for man-tech employees. The man-tech Gerber table is located in building 16. Building 16 is  
20 occupied only by man-tech employees.

21 In or about 2010, the Employer had man-tech employees trained by production employees on the  
22 process line. Prior to 2010, only production employees originally used the process line. Since 2010, man-tech  
23 employees have used the process line less than 5 times.

24 In or about 2012, the Employer had man-tech employees trained by production employees on degreaser.  
25 Prior to production employees used the degreaser. Man-tech employees have used the degreaser about one time  
26 in 2012.

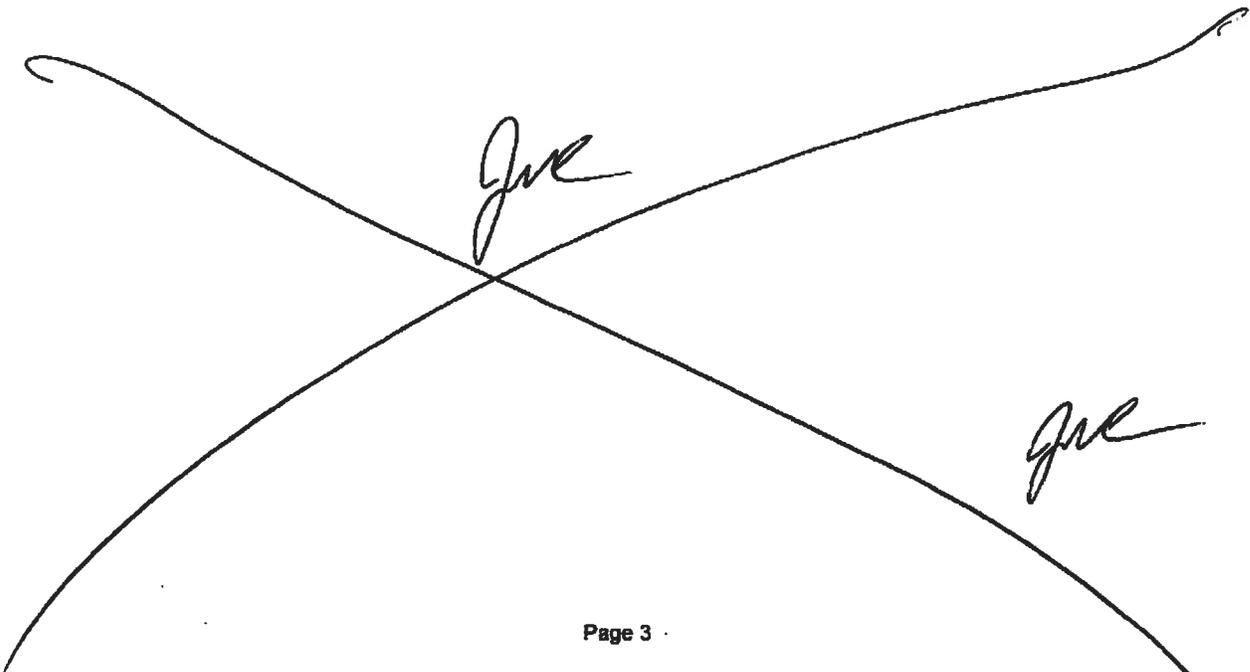
27 In or about 2005, the Employer purchased the <sup>FAC</sup>AMP machine. In initially, only production employees were  
28 trained on the <sup>AC</sup>AMP machine. At some point, I cannot recall when at this time, the Employer had production

1 employees train man-tech employees on the AMP. Man-tech employees regularly used the AMP machine in from  
2 2010 to mid 2011. Man-tech employees have not used the AMP machine since mid 2011.

3 In or about March 6, 2012, the Employer had production employees train man-tech employees to paint  
4 aircraft parts. The man-tech employees trained were those provided to the Employer by Adecco. Prior to March  
5 6, 2012, man-tech employees did not paint aircraft parts. Since March 6, 2012, man-tech employees regularly  
6 paint aircraft parts in Building 1 and 4. Building 1 and 4 are production buildings. Man-tech employees are  
7 currently painting parts for the GTF. Man-tech employees have built more than five GTF parts. I do not know  
8 how many GTF parts man-tech employees have built.

9 The production of the GTF was originally a developmental program. Man-tech employees began working  
10 on the GTF in or about mid 2009. The "aircraft industry" has indicated that only the production of 5-8 parts are  
11 considered developmental. Once a company builds more than 5-8 parts then it is considered production. I do not  
12 know who or what comprises the "aircraft industry". I do not know where the 5-8 part limit originated. I do not  
13 know if the 5-8 part limit is a law. I do not know if the 5-8 part limit is written anywhere. Prior to 2009, the  
14 Employer abided by the 5-8 part limit. Since in or about 2009, the Employer has built more than 5-8 GTF parts  
15 and still considers the work developmental. From about 2005 to about 2011, man-tech employees built more than  
16 50 ship sets for the 787 aircraft. The ship sets for the 787 went into production in or about February 2012.

17 Under the previous standard, the production of more than 5-8 parts would be considered production work



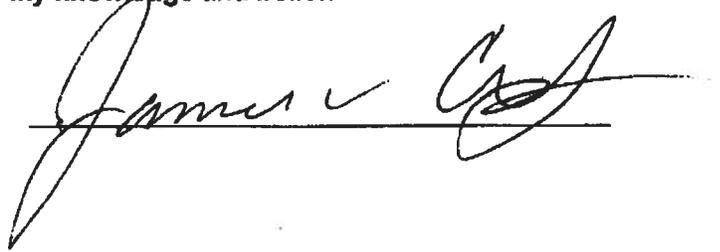
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1 by the Employer. Once a part goes into production, the Employer transfers the work from the man-tech  
2 employees to the production employees.

I am being provided a copy of this Confidential Witness Affidavit for my review. If, after reviewing this affidavit again I remember anything else that is relevant, or desire to make changes, I will immediately notify the Board agent. I understand that this affidavit is a confidential law enforcement record and should not be shown to any person other than my attorney or other person representing me in this proceeding.

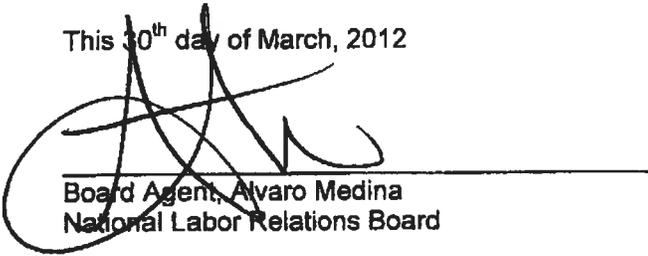
I have read this statement consisting of 4 pages, including this page, I fully understand its contents, and I certify that it is true and correct to the best of my knowledge and belief.



Subscribed and Sworn before me at

Los Angeles, California

This 30<sup>th</sup> day of March, 2012



Board Agent, Alvaro Medina  
National Labor Relations Board