UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

MOTION TO INTERVENE

I. INTRODUCTION: Pursuant to Section 102.29 of the Board's Rules and Regulations, employees Dennis Murray, Cynthia Ramaker and Meredith Going, Sr. ("Intervenors") hereby move to intervene in this case, to oppose the Acting General Counsel's Complaint and the draconian remedy that it seeks, which is, in essence, the closure of their work site and their discharge from employment in South Carolina by The Boeing Company ("Boeing"). (*See* Complaint and Notice of Hearing, ¶ 13, issued on April 20, 2011; Answer to Complaint, filed on May 4, 2011, especially Defense ¶ 12; and Response to Specific Allegations of the Complaint ¶ 13(b)).

Under Section 102.29 of the Board's Rules and Regulations, the Regional Director should grant this Motion or, alternatively, refer it to the ALJ for a decision at or before the hearing set for June 14, 2011. In either event, this Motion should be granted because

the Intervenors have a direct and concrete stake in the outcome of this case, as their attached Declarations show.[1] *See also* Complaint and Notice of Hearing, ¶ 13; Answer to Complaint, Defense ¶ 12; and Response to Specific Allegations of the Complaint ¶ 13(b). Intervenors seek to fully participate as parties in this case, as they have relevant evidence concerning their opposition to representation by the IAM at the Boeing facility in North Charleston, South Carolina, including Mr. Murray's successful decertification of the same union in *The Boeing Company/IAM*, Case No. 11-RD-723. Intervenors also wish to participate to oppose the draconian remedies sought by the General Counsel, to wit: the disabling of their work site and their discharge by Boeing in South Carolina.

Alternatively, Intervenors wish to submit a post-hearing brief on behalf of themselves and all other employees at Boeing's North Charleston plant, particularly as the case relates to: a) the remedies sought by the General Counsel; b) Intervenors' exercise of their Section 7 rights to reject unionization by the IAM; and c) Intervenors' desire to work in South Carolina in a nonunion setting and to enjoy the protections of Section 14(b) of the Act, 29 U.S.C. § 164(b) and the South Carolina Right to Work law, S.C. Code Ann. §§ 41-7-10 through 90.

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[1] According to the Casehandling Manual, 10388.1, Counsel for the General Counsel should not oppose intervention by parties or interested persons with direct interest in the outcome of the proceeding. Sec. 102.29, Rules and Regulations; *Camay Drilling Co.*, 239 NLRB 997 (1978).

II. INTEREST OF THE PROPOSED INTERVENORS: In recent years Boeing established a new "final assembly and delivery" aircraft manufacturing plant in North Charleston, South Carolina. Thousands of workers have been hired to staff the new facility and production of large commercial aircraft is slated to begin in July 2011. Intervenors are current Boeing employees working in that North Charleston facility or other related facilities located nearby. They have a direct and tangible stake in the outcome of this case because their employment will almost certainly be terminated if the General Counsel's proposed remedy is imposed. (*See* Declarations of Dennis Murray, Cynthia Ramaker and Meredith Going, Sr.; *see also* Complaint and Notice of Hearing, ¶ 13; Answer to Complaint, Defense ¶ 12; and Response to Specific Allegations of the Complaint ¶ 13(b)). Although the Acting General Counsel's press release[2] and his Complaint assert that he does not seek to shut down Boeing's aircraft assembly plant in North Charleston, a shut down will be the inevitable result if the General Counsel succeeds, since Boeing is currently training its workforce specifically for the Dreamliner assembly work. At best, the plant will be disabled and the Intervenors will be without jobs if the remedy sought in ¶ 13 of the Complaint is ordered. Indeed, Boeing's Answer to the Complaint makes it clear that Intervenors will lose their jobs with Boeing in South

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[2] The NLRB's press release can be found at http://www.nlrb.gov/news/national-labor-relations-board-issues-complaint-against-boeing-company-unlawfully-transferring- (last reviewed May 14, 2011). It states that: "To remedy the alleged unfair labor practices, the Acting General Counsel seeks an order that would require Boeing to maintain the second production line in Washington state. The complaint does not seek closure of the South Carolina facility, nor does it prohibit Boeing from assembling planes there."

Carolina if the Acting General Counsel's proposed remedy is adopted. *See* Complaint and Notice of Hearing, ¶ 13; Answer to Complaint, Defense ¶ 12; and Response to Specific Allegations of the Complaint ¶ 13(b).

Moreover, even if Boeing offered the Intervenors an opportunity to move to Washington or Oregon to perform the work that the Acting General Counsel seeks to move to those states, Intervenors would oppose such a move because: a) they have chosen to exercise their rights as citizens of the United States to live and work in South Carolina; b) they have chosen to exercise the rights provided to them under Section 14(b) of the NLRA, 29 U.S.C. § 164(b), and the South Carolina Right to Work law, S.C. Code Ann. §§ 41-7-10 through 90, to refrain from joining or supporting any union; c) Mr. Murray and many of his co-workers have already chosen to exercise the rights provided them under Sections 7 and 9 of the NLRA by voting to decertify the IAM when it was their representative at the same North Charleston facility; and d) relocating to Washington or Oregon would involve severe financial and personal hardship for the intervenors. (*See* Murray Declaration at pages 6-7; Going Declaration at pages 3-4; Ramaker Declaration at page 6). All of these rights will be forfeited even if Intervenors are offered jobs with Boeing in the forced-unionism states of Washington and Oregon.

Intervenors stress that many of the affected employees have already rejected the IAM when it represented workers in the North Charleston Boeing facility in 2009. In September 2009, Boeing employees voted to decertify the IAM at their facility by an

overwhelming vote of 199 to 68. (*See* Murray Declaration at pages 2-4, describing the events surrounding NLRB Case No. 11-RD-723). Intervenors seek to fully participate in the trial of this case to introduce facts and evidence concerning employees' efforts to decertify the IAM at the plant in question before and after it was acquired by Boeing. Mr. Murray was the successful decertification petitioner in NLRB Case No. 11-RD-723, and Ms. Ramaker is the former president of the IAM local union that was decertified. Both of these Intervenors can testify from personal knowledge about the reasons their co-workers chose to decertify the union. After the successful decertification, the Intervenors and their co-workers continued to work at the plant with the understanding that they would be working at a non-union facility.

More specifically, Intervenor Ramaker can testify that Boeing was not hostile to the IAM in South Carolina when it bought the plant, and was more than willing to work with the IAM at that location. (*See* Ramaker Declaration at page 4). Intervenor Murray can testify that for many employees the prime motivation for decertifying the IAM was to make the South Carolina facility more attractive to Boeing, which was then in the process of weighing where to build a second "final assembly and delivery" work site.

This testimony by Intervenors would show that Boeing's purchase of the plant was not motivated by the fact that it was a union-free facility, since the company bought the plant before the decertification. Mr. Murray can show that the decertification of the IAM in Case No. 11-RD-723 took place after Boeing bought the plant and recognized the

IAM, but before it had made its decision to locate the 787 Dreamliner assembly project there.

This testimony is indispensable to show that Boeing did not make its decision to locate the 787 production in South Carolina out of a desire to "punish" union workers in Washington, as the complaint alleges. (*See* Complaint at ¶¶ 7-8). Rather, Boeing made a rational decision to employ workers in South Carolina who had exercised their rights under Sections 7 and 9 of the Act to decertify an unwanted and troublesome union. Boeing can hardly be accused of committing a ULP for recognizing the South Carolina-based employees' desire to work in a union-free environment, and that the South Carolina facility would be more attractive if it operated without the IAM's oppressive work rules and labor unrest. All of this is more than relevant to the hearing on the merits of the case. Finally, all of the Intervenors have a right to be heard in opposition to the draconian remedy sought by the General Counsel, since they will surely be terminated if the General Counsel's position is sustained.

In short, Intervenors' ability to contract with and work for Boeing in South Carolina is in grave jeopardy as a result of the Acting General Counsel's Complaint, as are their rights to reject unionization by the IAM and work in a state that forbids compulsory unionism. The Acting General Counsel's proposed remedy favors the alleged Section 7 rights of unionized workers to strike in Washington and Oregon over the equivalent Section 7 rights of non-union employees in South Carolina, who have chosen

to decertify the IAM and work in a nonunion setting free from that union's economic coercion and malfeasance.

III. ARGUMENT IN SUPPORT OF MOTION: In a wide variety of circumstances employees have been allowed to intervene in ULP cases against their employers. Most recently, for example, in *New England Confectionary Co. & Bakery*, 356 NLRB No. 68 (2010), an employee who had initiated a decertification petition was allowed to intervene in an unfair labor practice case filed against his employer alleging unlawful assistance with the decertification petition. This is only the most recent example of the Board allowing liberal intervention where a party has a concrete interest in the proceedings.

Directly on point to this case is *Camay Drilling Co.*, 239 NLRB 997 (1978). There, the Trustees of various union pension funds moved to intervene, claiming that the trusts they administered were entitled to receive increased fringe benefit contributions depending on the results of the underlying case. The Trustees asserted that they had a direct financial interest in "both the resolution of the alleged unfair practices *and* in any remedy fashioned by the Board." *Id.* at 997, emphasis added. The ALJ denied the Trustees' motion to intervene on the ground that they would have no interest in the case until he first decided the threshold issue, *i.e.*, whether the Act had been violated. Thus, in the ALJ's view, the Trustees' interest would not manifest itself until a compliance proceeding was held, if indeed one were to be held.

The Board reversed the denial of the Trustees' motion to intervene. It relied upon Section 554(c) of the Administrative Procedure Act[3] to hold that the Trustees must be allowed to intervene at an early stage to challenge the ultimate remedy that is being sought. Moreover, the Board noted that the interests of the Trustees were not necessarily identical to that of the Charging Party union.

The same analysis holds true in this case. Although Boeing will surely and ably represent its own interests in opposing the Acting General Counsel's Complaint and proposed remedy, it has no Section 7 rights to refrain from unionization, no rights under Section 9 to decertify an unwanted IAM union (unlike Mr. Murray and his co-workers), and no rights under South Carolina's Right to Work law to refrain from joining or supporting a union. In short, given the draconian remedy sought in this case and the Intervenors' economic devastation that a successful prosecution portends, simple fairness and due process require that Intervenors be heard and allowed to participate in this case.

Perhaps the most important and analogous case to consider is *Local 57, International Ladies' Garment Workers Union v. NLRB*, 374 F.2d 295 (D.C. Cir. 1967). There, the employer was found to have violated the NLRA by maintaining a "runaway shop" that unlawfully moved from New York to Florida. The Board did not order the

[3] Section 554(c) of the Administrative Procedure Act provides, in pertinent part: "(c) The agency shall give all interested parties opportunity for- (1) submission and consideration of facts, arguments, offers of settlement, or proposals of adjustment when time, the nature of the proceeding, and the public interest permit."

employer to move back to New York, but rather ordered it to recognize the union at its new Florida operations, notwithstanding the fact that there was no evidence that any of the new Florida-based employees desired the union's representation. A 2-1 majority of the court of appeals refused to enforce the Board's order to recognize the union in Florida, holding it punitive and violative of those Florida-based employees' Section 7 rights. In doing so, the majority bemoaned the fact that the Florida-based employees did not intervene in the case, since no other litigant could realistically speak for them. 374 F.2d at 300 ("That these Florida workers are not before us asserting their legally protected right to freedom of choice of a bargaining agent is not controlling. Indeed their very absence indicates the need for this court to carefully scrutinize the Board's remedy."). Even the dissenting judge lamented the absence of the Florida-based employees from the case. "[T]he extent to which [the Florida employees] feel aggrieved by the circumstance is wholly speculative, since none of them are before us complaining of the deprivation of their freedom of choice...." *Id.* at 304 (McGowan, J., concurring in part and dissenting in part).

In the instant case, speculation as to what affected employees *would have* said about the IAM and Acting General Counsel's efforts to terminate their employment in South Carolina is unnecessary. Intervenors – flesh and blood Boeing employees – wish to be heard regarding all aspects of this case and the effect that the proposed draconian remedy will have on them, so that the ALJ, the Board and the federal courts will have no

doubt about where they stand: in opposition to both IAM representation and to a Complaint and proposed remedy that would see them fired from their jobs in South Carolina or, at best, provided with an "option" to transfer to the forced-unionism state of Washington where they would be represented by a union they have already rejected.

Other cases are on point as well. In *Gary Steel Products Corp.*, 144 NLRB 1160, 1160 n.1, 1162 (1963), an employee was permitted to intervene on behalf of himself and 62 other employees where the case concerned a union representative's misrepresentations to employees during an organizing campaign. The employer had refused to bargain with the union that filed the ULP charge, and the Board held it appropriate for the affected employees to participate in the case to assert their own rights and to help their employer's defense.

Similarly, in *J.P. Stevens & Co.*, 179 NLRB 254, 255 (1969), employees who had signed authorization cards were permitted to intervene during the course of the ALJ trial, where the complaint claimed that their employer had unlawfully restrained or interfered with a union organizing campaign. The employee-intervenors were allowed to cross-examine all witnesses, call their own witnesses and file exceptions to the Board as full parties.

In *Washington Gas Light Co.*, 302 NLRB 425, n.1 (1991), an employee revoked his dues check off, and the employer stopped collecting dues from him. When the union filed a ULP charge against the employer to force a resumption of the dues deductions, the

employee was allowed to intervene to represent his own interests and help defend his employer. In *Sagamore Shirt Co.*, 153 NLRB 309 (1965), 64 employees were allowed to intervene to establish a claim that they constituted a majority of the employees and that they did not wish to be represented by the union.

These cases show that employees have been allowed to intervene in a variety of settings to protect their interests and help defend their employer. This case is no different, and, indeed, the grounds for intervention are even stronger in this case than in many of the others.

Finally, unions have also been allowed to intervene in a variety of circumstances. In V*alencia Baxt Express, Inc.*, 143 NLRB 211 (1963), the Seafarers union was certified as the employees' representative, but the employer thereafter adjusted grievances via a rival union. The employer later withdrew recognition of the Seafarers and instead recognized a rival union. In the subsequent ULP proceedings, intervention by one of the competing unions was allowed, as it stood to lose recognition if the rival union prevailed. *See also Harvey Aluminum*, 142 NLRB 1041, 1043 (1963) (union was allowed to intervene in a case in which discharged employees were the charging parties); *Frito Co. v. NLRB*, 330 F.2d 458 (9th Cir. 1964) (unions were also allowed to intervene in a case in which they were not the Charging Party or the Respondent).

CONCLUSION: Intervenors respectfully move to intervene to defend their interests as non-unionized workers wishing to contract their services to Boeing in the

State of South Carolina. They have a tangible interest in not being fired at the behest of the IAM and the Acting General Counsel. They wish to introduce evidence regarding: a) their experience with Boeing while they were represented by the IAM; b) the reasons for the decertification of the IAM; and c) their legally-protected choice to work at a non-union factory in South Carolina and to remain working at that factory and have it remain non-union without interference from the NLRB Acting General Counsel.

Alternatively, and at the very least, they should be allowed to file a brief opposing the Acting General Counsel's Complaint and the proposed remedy so their interests can be heard.

Respectfully submitted,

/s/ Glenn M. Taubman
/s/ Matthew C. Muggeridge

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Certificate of Service

I hereby certify that a true and correct copy of the foregoing Motion to Intervene and the attachments were filed electronically with the NLRB Regional Office using the NLRB e-filing system, and was sent via e-mail to the following additional parties:

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this 1st day of June, 2011.

/s/ Matthew C. Muggeridge

Matthew C. Muggeridge

Declaration of Dennis Murray

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

DECLARATION OF DENNIS MURRAY
IN SUPPORT OF MOTION TO INTERVENE

Dennis Murray, pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, declares as follows:

I am one of the South Carolina-based Boeing employees seeking to intervene in this case.

I reside in Summerville, SC. I am currently employed by Boeing in North Charleston, SC.

Along with my family, I have lived in South Carolina since 1981. I moved to South Carolina in 1981 when it was made my Air Force permanent duty station. I served in the Air Force for a total 8 years, and was honorably discharged in 1984.

I went to work for Lockheed in 1984 in Charleston, SC. I was employed within a bargaining unit represented by the International Association of Machinists & Aerospace

Workers ("IAM"). I was a voluntary member of the IAM for most of the time I worked there.

Eventually Lockheed ran out of contracts and I was laid off. Later, Lockheed merged with Martin-Marietta, and the jobs in Charleston were moved to the Baltimore, MD area. I remained in Charleston and did not relocate to Baltimore.

I then worked for Bayer for about nine years, in the greater Charleston area. There was no union in that facility. I got laid off by Bayer when they downsized and sold off the facility, and I moved on to other jobs.

In 2008, I became employed by Vought, a manufacturer with a Charleston facility that assembled two aft sections of large Boeing aircraft. In approximately July, 2009, Boeing bought the Vought facility where I worked, and I have been a Boeing employee since that time.

When I went to work at Vought in 2008, the IAM had been voted in as the employees' exclusive bargaining representative, but they were just negotiating a first contract. In November 2008, an IAM representative called an emergency meeting but only told twelve of the 200 union members in the unit about the meeting. A total of thirteen employees attended the meeting and those few in attendance ratified the IAM's contract by vote of 12-1. Many of the provisions of the new IAM contract were worse than what Vought employees already had without a contract. For example, employees lost medical, dental, and short term disability. The Vought employees were then extremely unhappy with the IAM's actions. This unhappiness was exacerbated by

subsequent layoffs that lasted from three weeks to five months. Employees contacted IAM leaders to seek redress for the way that the contract had been ratified, but the IAM leadership turned down our requests to intervene and refused to assist us. I also contacted the NLRB and was told that this was not an unfair labor practice because the NLRB does not police internal union ratification votes.

Employees then collected more than 30% of signatures to decertify the IAM, but were told by the NLRB that we could not decertify until the contract expired, and we would have to wait until a 60-90 day period prior to the expiration of the contract.

In May 2009, we heard rumors that Boeing was going to buy out the facility from Vought, and we started collecting new decertification signatures. On July 30, 2009 when it was formally announced that we were no longer employees of Vought but were now employed by Boeing, we filed a decertification petition with the NLRB. The case was docketed as *The Boeing Company/IAM*, NLRB Case No. 11-RD-723. I was the named decertification petitioner in that case. After Boeing bought Vought's facility, it continued to recognize the union as our representative, but employees wanted to get out of the union nevertheless. Boeing was not hostile to the IAM in any way and did not encourage us to decertify. We filed the decertification petition entirely on our own.

Besides our lack of support for the IAM, it soon became clear to many employees that there was another good reason to decertify the union. In 2009, during all of this maelstrom and the decertification campaign, the media was reporting that Boeing was in the middle of a site election process to decide where it should create a new final assembly

and delivery line for the production of large aircraft. It was reported that Boeing was looking at several sites all over the country, including Charleston. Many employees knew about Boeing's site selection process, and discussed the fact that a decertification of the IAM would make our facility in Charleston all the more attractive to Boeing, since it was common knowledge that the IAM had caused major labor problems for the company in Seattle.

Thus, many employees who wanted to decertify the IAM because of the contract ratification fiasco also realized that our facility in Charleston would be in a much better competitive position to attract the Boeing final assembly and delivery work if we were operating non-union, without the IAM's rules and labor strife. The decertification election was held on September 10, 2009, and the IAM was voted out by a tally of 199-69. Boeing announced that Charleston was selected as the site for the new final assembly and delivery site about two months later.

Now that we are working in a nonunion setting, I feel that Boeing is treating employees well. Within a few weeks after the decertification was final, Boeing gave us 3% across-the-board raises. Overall, the wages, wage structure and benefits are better under the current non-union Boeing than under the prior unionized Vought. Most employees in my building are happy.

The Boeing Campus in North Charleston, SC is divided into three production buildings. The former Vought facility is now identified as Building 88-19. It is the Aft-Body Manufacturing building where Sections 47 and 48 are made. Here the two sections

are made from scratch, and then completed by the addition of all structural members and systems components. The sections are then joined together, making the rear third of the aircraft. Next is the former Global Facility, now known as Building 88-20. This is Mid-Body Assembly Facility where the mid-body sections are flown in from Italy and mated with the center wing section brought in from Japan. Once all the sections are joined and mated with the center wing section, the remainder of the systems components and wiring are installed completing the center third of the aircraft.

Last , there is the Final Assembly and Delivery Building, also known as FA&D. This is where the forward third of the aircraft is brought in from Spirit Aircraft in Kansas, the Mid-Body brought in from Building 88-20, the Aft-Body section from Building 88-19 as well as the wings from Japan and Horizontal stabilizer from Italy. All the sections are then combined to create a complete 787 Dreamliner aircraft. The interiors will come from the IRC facility being completed a few miles away, and also be installed at FA&D. After a quick flight for a high quality customer paint job, the aircraft return to the Charleston delivery center where the customers will take possession of their new airliner.

Building 88-19 is currently staffed by about 1200 employees. Building 88-20 is currently staffed by about the same amount. FA&D currently has somewhere in the range of 800 to 1000 employees with 10 classes going around the clock with several hundred more employees preparing to work in the FA&D building. When it is fully staffed, FA&D will employee some 3800 employees.

Although I still work in the "old" section of the building working on the aft sections of the aircraft, it is possible that I could transfer over to the new facility.

I understand that the NLRB General Counsel seeks a remedy in this case that would force Boeing to discontinue the final assembly and delivery work in Charleston, and transfer it to Seattle. This remedy is grossly unfair and would devastate our community and my family. As noted above, I have been laid off several times in my career due to corporate re-structuring or lack of work, and it is a devastating experience.

It seems clear that many Charleston-based employees and I would lose our jobs with Boeing in South Carolina if the General Counsel's proposed remedy is adopted. The current unemployment rate here is high and jobs are scarce. If I lose my job, my family will be devastated, as my son and daughter are both looking for work but are currently unemployed due to the high unemployment rate in this geographic area. Thanks to Boeing I am able to keep food on the table and a roof over my head for all of my family, including my grandchildren too. Many other families around here are in a similar boat.

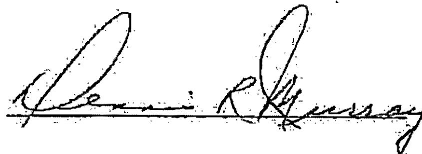
Moreover, even if Boeing gave me the opportunity to move to Washington to perform the work that the General Counsel seeks to transfer to that state, I would oppose and decline such a move because I have already gone head-to-head with the IAM union and do not want to work in a unionized IAM environment in Washington, especially in light of what they have done to us here in Charleston.

In January 2009 Vought sent me to Boeing's Everett, Washington facility for training purposes. When I told those rank and file IAM members how we had been

mistreated by the IAM, the rank and file workers voiced support for us. But of course the union officials were against our efforts to re-do the contract ratification and our efforts to decertify the IAM. One union official went on the public record and said that he would try to keep work from coming to our plant in Charleston because of the decertification. I would not want to work in such a hostile unionized environment, nor do I believe that I should have to in order to earn a living and feed my family.

I have chosen to exercise my rights as a citizen of the United States to live and work in South Carolina. I have chosen to exercise the rights provided to me under the state and federal laws that prohibit compulsory unionism, and allow employees to refrain from joining or supporting any labor union. I served in the military to uphold every citizen's basic constitutional rights, which includes the right not to be compelled to join or support any private organization. Moreover, along with a large majority of my co-workers, I have already chosen to exercise my rights under the NLRA to decertify the IAM when it was our representative at the same facility. I have nothing against unions, but I do not think they should be compulsory. I do not think employers should be told by the federal government where they can establish their operations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 25, 2011.



Dennis Murray

Declaration of Meredith Going, Sr.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

DECLARATION OF MEREDITH GOING, SR.
IN SUPPORT OF MOTION TO INTERVENE

Meredith Going, Sr., pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, declares as follows:

I am one of the South Carolina-based Boeing employees seeking to intervene in this case.

I reside in North Charleston, SC, and I am currently employed by Boeing in North Charleston, SC.

I am 65 years old. I was born in Charleston, SC, and I have lived in this area for virtually my entire life. I have lived in the same house for 26 years.

I previously worked for Lockheed-Georgia ("Lockheed") in Charleston, SC from Sept. 1965 until sometime in 1970. When I went to work at Lockheed there was no union. I helped organize for the Machinists union ("IAM"), and the employees voted in

the union. Once the union was voted in, I was a voluntary member of the IAM.

I left the aerospace field for many years, but then was hired by Boeing to work at its North Charleston aircraft assembly operations on July 16, 2010.

At this time I am happily working for Boeing in a nonunion setting. I feel that Boeing realizes the value of well-trained employees who are happy with their pay and benefits, and realizes that in order to keep people satisfied with their employment here in Charleston they are going to have to pay employees commensurate with their level of experience. Boeing is treating employees well, and the wages, wage structure and benefits are competitive. Most employees in my building are very happy to be working for Boeing, and I know many people who would like to work here if they could.

When I was hired, I was trained through the State of South Carolina technical training program, as part of an agreement that the State has with Boeing to entice them to come here. I went through a rigorous screening and hiring program, then I was assigned to the training program. Once I completed 8 weeks of training, I was given an assignment in the plant based on what Boeing needed to be done at that time. I am currently working in the mid-body plant, where we join the barrel sections of the aircraft. This is where the "join" is initially done on three main sections of the aircraft. We do the "drilling and filling" work, and then the different systems (e.g., hydraulics, passenger components, etc.) are added farther down the production line. My building never had a union in it, and it was not part of the decertification of the IAM that occurred in another building in 2009.

Although I am now working in the mid-body plant, I am assigned to the new final assembly and delivery ("FAD") part of the operation. Once production begins there in approximately June or July, 2011, I expect to move to that part of the operation. Boeing is trying to get experienced people to work at FAD. They are picking people to be pulled from the other departments to go into FAD based on their prior work experience. They have probably taken about a hundred people so far for FAD, who are already working at Boeing in Buildings 88-19 or 88-20.

I understand that the NLRB General Counsel seeks a remedy in this case that would force Boeing to discontinue the FAD work in Charleston, and transfer it to Seattle. This remedy is grossly unfair and would devastate our community and my family.

It seems clear that many Charleston-based employees and I would lose our jobs with Boeing in South Carolina if the General Counsel's proposed remedy is adopted. The current unemployment rate here is high and jobs are scarce. Many people I know would like to work at Boeing if they could. I am 65 years old, and was unemployed for over a year before I got this job with Boeing. Before coming to Boeing, I was laid off from my previous job in the automobile finance business. If I lose my job with Boeing, I'd have to go back on unemployment. Because of the economic downturn I was already forced to draw social security earlier than I would have liked. My wife is also drawing social security disability, and is older than me and cannot work. I am sure that any unemployment I would receive would run out quickly, and at my age getting a good job

with good wages and benefits like what I have here with Boeing is extremely difficult. Many other families in this area face similar economic hardships.

Even if Boeing gave me the opportunity to move to Washington to perform the work that the General Counsel seeks to transfer to that state, I would oppose and decline such a move because I have lived here all my life and I have been in my current house for over 26 years. In fact, because of my layoff and economic situation I had to take out a reverse mortgage on my house, and would lose my house if I had to move out and relocate to Washington. There, I would be forced to rent or lease adding to the economic difficulties my wife and I would face.

Moreover, I would not want to work in such a unionized environment where compulsory union dues are required, nor do I believe that I should have to in order to earn a living and feed my family. Having once helped organize an IAM union, I have seen what happens in a unionized environment, and I would not want to work in such a place, where the union treats everything as an adversarial relationship with the employer. When I helped organize the union at Lockheed earlier in my career, I was young and naive about unions, but I am neither young or naive any longer. There are people who are currently organizing for the IAM here in Charleston, but I want nothing to do with another chapter of the IAM or any other union.

I have chosen to exercise my rights as a citizen of the United States to live and work in South Carolina. I have chosen to exercise the rights provided to me under the

state and federal laws that prohibit compulsory unionism. I believe that employees should be allowed to refrain from joining or supporting any labor union. I have nothing against unions in general, but I do not believe that they should be compulsory. I do not believe that employers should be told by the federal government where they can establish their operations.

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 20, 2011.

Meredith E. Going Sr.

Meredith Going, Sr.

Declaration of Cynthia Ramaker

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 19

THE BOEING COMPANY,
Respondent,

Case No. 19-CA-32431

and

IAM DISTRICT LODGE 751,
Charging Party.

DECLARATION OF CYNTHIA RAMAKER IN SUPPORT OF MOTION TO INTERVENE

Cynthia Ramaker, pursuant to Section 1746 of the Judicial Code, 28 U.S.C. §1746, declares as follows:

I am one of the South Carolina-based Boeing employees seeking to intervene in this case.

I reside in Ladson, SC. I am currently employed by Boeing in North Charleston, SC. I have lived in South Carolina since 1975. My family also lives in South Carolina. I moved to South Carolina from New Jersey when my father was transferred by the Air Force.

I was a police officer in Charleston County Police Department until 1989. I then worked for Daimler-Chrysler until about 2005. In 2006 I was in the first in group to be hired by Vought Aircraft, a manufacturer with a Charleston facility that assembled two aft sections of large Boeing aircraft. I was a voluntary member of the IAM from the time the union first got in until it was decertified. I was a Vought employee until approximately July, 2009, when Boeing bought the Vought facility. Since then I have been a Boeing employee.

When I went to work at Vought in 2006, the IAM had not yet made any contact with employees. The IAM was interested but there were only 25 or so employees. In 2007 IAM organizers began soliciting Vought employees, with a door-to-door campaign. The union was eventually voted in the spring of 2008.

In 2009 I became President of IAM Local Lodge 787. I was President during the time the IAM was negotiating the first contract with Vought. I did not have a role in the negotiations. The IAM did not inform employees concerning the importance of issues being negotiated with Vought. In general there was not much communication between the IAM and the employees. The IAM must have known that the contract it was negotiating was likely to be rejected because, the meeting at which the contract was ratified was billed as a normal union meeting. The IAM knew that if it said a contract was being voted on workers would show up at the meeting and reject the contract. The IAM was desperate to get a contract signed. I recall the IAM assuring employees that any bad things in the contract would later be improved. I, myself, made similar arguments to employees in an attempt to convince them that no matter what was in the contract, we would be stronger with it than without it.

Of the 200 union members in the unit only 13 attended the contract ratification meeting. Those few in attendance ratified the IAM's contract by vote of 12-1. Many of the provisions of the new IAM contract were worse than what Vought employees already had without a contract. The IAM upper leadership itself did not monitor the Vought negotiations. Employees lost medical, dental, and short term disability. Additionally, dues were set to increase, although this requirement was later reduced due to the strong backlash in the unit.

As Local President, I got to see what was going on behind the scenes with the union. The

experience was embarrassing and humiliating. I believe I was at that time the only IAM woman local president, and I believe this made my dealings with IAM leadership in Seattle even more difficult. On various occasions, Union leadership in Seattle made public very negative, humiliating comments concerning the South Carolina unit and South Carolina workers, generally. These comments appeared in the newspaper in Seattle, Charleston and even in a Florida newspaper.

The IAM gave myself, as well as others, the impression that they all backed each other up. It was a brotherhood. We never received any support at all from any other IAM Local. It was completely opposite. The IAM in Washington, (Seattle), went out of its way to make us look totally incompetent of building anything, let alone the 787.

I am not surprised by the Unfair Labor Practice filed by the IAM in Seattle/Everett against Boeing. They are violating my right to work with a choice. Isn't that what being an American is all about? That is MY right! Being a union member or not did not matter at all to the IAM in Everett/Seattle. They made it perfectly clear that they did not want the 787 built here in South Carolina.

The Vought employees dissatisfaction with the IAM's actions surrounding the contract and the contract, itself, only increased when workers were laid off in the weeks following the new contract.

After the contract ratification employees attempted to contact IAM leaders concerning the contract. The IAM Grand Lodge representatitves held one meeting and then we had no contact from the IAM Leadership for four months. Nobody was even able to contact union leadership for about the next four months. IAM came back into the picture in about March or April 2010. I

continued as Local President until about September 2009, when the union was decertified. There was nothing I could do with respect to influencing union leadership or reassuring employees about our future under the new contract and with the union. I tried to promote a positive attitude towards the union despite the enormous dissatisfaction in the plant.

Soon after Boeing took over, we had an initial meeting between the union leadership and Boeing executives. That meeting left me with the impression the relationship between Boeing and the union was going to be a successful one and that Boeing was keen to begin negotiations on a new contract which could improve on the previous one that employees were so unhappy about.

I had no role in the signature gathering for the decertification petition. During my time as Local President, I was aware that other employees began collecting the necessary signatures to decertify the IAM.

During the months leading up to the decertification, I was concerned about how I would be treated if the union was decertified, both by the company and my fellow employees. I expected to face retaliation from the company after my role as union president. I was completely wrong about this. Before the decertification election, one of my supervisors told me that whatever the result was, all he cared about was that we do our jobs, and that my role as union president would not affect how I was treated by the company at all. He also told me to inform him if any employee mistreated me.

The decertification election was held on September 10, 2009, and the IAM was voted out by a tally of 199-69. After the decertification of the IAM, work continued as normal. In the only communication on the subject that I recall coming from Boeing, the company thanked employees

for "giving the company the chance to work together." With respect to pay and terms of work, we were placed within the normal Boeing cycle. A safety bonus was given about 6 months after the decertification.

Recently, the union has again made contact with employees through home visits. The campaign was very poor in comparison to the first one several years ago.

The Boeing Campus in North Charleston, SC is divided into three production buildings. The former Vought facility is now identified as Building 88-19. It is the Aft-Body Manufacturing building where Sections 47 and 48 are made.

Next is the former Global Facility, now known as Building 88-20. This is Mid-Body Assembly Facility where the mid-body sections are flown in from Italy and mated with the center wing section brought in from Japan. Once all the sections are joined and mated with the center wing section, the remainder of the systems components and wiring are installed completing the center third of the aircraft.

The newest facility is the Final Assembly and Delivery Building, also known as FA&D. This is where the forward third of the aircraft is brought in from Spirit Aircraft in Kansas, the Mid-Body brought in from Building 88-20, the Aft-Body section from Building 88-19 as well as the wings from Japan and Horizontal stabilizer from Italy. All the sections are then combined to create a complete 787 Dreamliner aircraft. The interiors will come from the IRC facility being completed a few miles away, and also be installed at FA&D.

Building 88-19 is currently staffed by about 1200 employees. Building 88-20 is currently staffed by about the same amount. FA&D currently has somewhere in the range of 800 to 1000 employees with 10 classes going around the clock with several hundred more employees

preparing to work in the FA&D building. When it is fully staffed, FA&D will employee some 3800 employees.

I work in a building usually called "off-site warehouse" where the 787 parts are received. I am a quality inspector. I inspect the incoming parts before they are issued to production. I also inspect and ship parts to Everett. It is my responsibility to resolve any issues with the parts before they go to the program.

I will definitely be unemployed if the NLRB complaint is successful. All of my work is for the 787. Losing my job at Boeing will be personally catastrophic to myself and the workers at the North Charleston Boeing facility. I own my home, and support my mother who is 78 and in poor health. I understand that the NLRB General Counsel's remedy in this case will force Boeing to discontinue the final assembly and delivery work in Charleston, and transfer it to Seattle. This remedy is grossly unfair and would devastate our community and thousands of families.

It is an absolute certainty that many Charleston-based employees including me, will lose our jobs with Boeing in South Carolina if the General Counsel's proposed remedy is adopted. Boeing is one of the best employers in this area. I would like to continue working for Boeing, but if the 787 program is moved to Washington I will not be able to accept a relocation offer. Apart from my family and personal obligations, I would not accept an offer which would force me to join a union in order to have a job. Here, at least people have a choice. There, they have none. We should not be penalized for not wanting a union. The union doesn't want the program here, period. There was zero support from the IAM in Everett for the South Carolina workers even when we had a union.

One union official went on the public record and said that he would try to keep work from

coming to our plant in Charleston because of the decertification. There were numerous negative comments made by union leaders in Seattle about South Carolina, the education of the workers here, and how it would be impossible for us to successfully build the Dreamliner.

I have chosen to exercise my rights as a citizen of the United States to live and work in South Carolina. My personal experience with the IAM has been very bad. Although I have nothing against unions, in principle, I strongly believe that membership in a union and representation by a union should not be compulsory. We had a union in our plant. The majority of employees did not want to be represented by that union so it got voted out. Now it seems we are being punished for that choice. I strongly believe that employers should not be told by the federal government or a union where they can establish their operations. If Boeing thinks it can get the job done more profitably and successfully in South Carolina, that's Boeing's decision to make.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June __1st__, 2011.

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Cynthia Ramaker