Resolving Labor and Employment Disputes

A Practical Guide

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CHAPTER 5

Office of the NLRB General Counsel: A Retrospective, 2006-2010

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§5.01 INTRODUCTION

This article is based on a speech I gave at New York University Law School's 63rd Annual Conference on Labor Law on June 3, 2010. I was in a retrospective mood that day—on the day before I had announced my pending resignation as General Counsel in order to move back to the private practice of law, where I had been for 23 years before President George W. Bush appointed me to a Board Member position in 2004, and later to the General Counsel's position in 2006. So that speech, and this article, is a bit of a retrospective on my term as General Counsel. It is hardly a complete record. Rather, it focuses on the things that I found most important about the job.

Where possible, in this article, I have supplemented statistics, cases and Agency memoranda cited in the speech with more recent information and case cites. I have also revised the text to accommodate a written rather than oral presentation.

I have always loved the opportunity to spend time in New York City, and the opportunity to deliver the speech at NYU Law School was no exception. I want thank Torrey Whitman, Executive Director of the Center for Labor and Employment Law at NYU Law School, and Professor Samuel Estreicher, for inviting me to speak and to publish this article.

As Shakespeare put it in his aptly named play, The Tempest, "What's past is prologue." I hope by looking back a bit at the four and a half years of my term as NLRB General Counsel, we can perhaps improve our understanding of what's in store for the future.

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§5.02 OPERATING RESULTS AND STATISTICS

The General Counsel is the chief administrative officer of the NLRB. The General Counsel's administrative authority derives from two sources: the first is section 3(d) of the National Labor Relations Act, which says that

> "the General Counsel ... shall exercise general supervision over all the attorneys employed by the Board (other than administrative law judges and legal assistants to Board members) and over the officers and employees in the regional offices."

The second source of the General Counsel's administrative authority comes under a direct delegation from the Board to handle all sorts of administrative matters that affect the entire agency, including budget, finance, accounting, payroll, procurement, human resources, recruitment, training and employee development, facilities and property, and security.

The Agency's budget for FY 2010 was just over USD 280 million dollars. That sounds like a lot of money—and it is. But the NLRB is a small federal agency. To put it in perspective, the federal government spends the NLRB's entire budget of USD 280 million about every 45 minutes.

This brings to mind an important point. All federal agencies have to remember that they are not only spending the hard earned money of taxpayers—but we also are spending borrowed money. Perhaps this has never been so clearly demonstrated as with the current budget debate in Congress. Thus, the government has an especially important obligation to spend only what is needed, and to spend that wisely.

This means implementing every organizational and operational efficiency possible, consistent with achieving the statutory mission, in order to get the most out of the dollars that Congress appropriates. The NLRB takes that obligation seriously, and we had to in order to survive during most of my tenure as General Counsel.

Up until FY 2009, things were very tight from a budgetary standpoint during my term. From Fiscal 2006 through Fiscal 2008, our budgets were flat.[1] Effectively, each year's flat budget was actually a budget cut, because we had to absorb annual employee wage increases ranging from 2.5% to 4.5%.

How did we stay within budget during that time? For one thing, we curtailed employee training, put a virtual freeze on hiring, and cancelled benefits for employees, including eliminating bonuses and awards for our highest performing personnel.

Primarily, though, we held the bottom line through attrition. Just to give you an idea, in Fiscal 2001 the NLRB had 1,993 full-time equivalent employees. By Fiscal 2008, the employee compliment was down to 1,628 full-time equivalents—a decrease of 365 FTEs, or over 18%. Fortunately, this attrition did not injure the Agency's ability to carry out its mission because case intake dropped about 23% during the same period.[2]

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1. The Agency saw a budget decrease of 0.05% in 2006 (after a 1% rescission); in Fiscal 2007, an increase of 0.07%; and in fiscal 2008, an increase of 0.10% (after another rescission, this time of one and three-fourths percent).
2. "C" cases dropped from 28,124 in FY 2001 to 22,497 in FY 2008, about a 20% drop. "R" cases dropped during the same time period from 5,410 to 3,393 during the same time frame, about a 38% drop.

In the last couple of years, however, "C" case intake has increased by several percentage points and "R" case intake has stabilized, and even increased a bit.[3] But during my term we were still being cautious about committing to long-term hiring, bringing on board only those personnel necessary to continue the Agency's successful case handling program and maintain high operational performance. One area we did emphasize, however, was investing in those whom we did hire, by spending somewhat more in FY 2010 on employee training and development than we had been able to in the past several years.

Notwithstanding a shrinking budget and a diminishing work force, for each year I was General Counsel we met virtually every one of both our internal case handling goals, as well as those mandated by the Office and Management and Budget.[4] This is a tribute to our Regional Directors and our professional and support staff, whose hard work and dedication to the Agency's mission remains as strong today as ever.

The NLRB keeps records on time targets, overarching goals, and all sorts of other metrics. I want to say a few words about why the Agency cares so much about them.

In labor law, it seems that time is always of the essence. In no area of the law is it truer than in this one that justice delayed may well turn out to be justice denied. And that, very simply, is why the Agency pushes parties and their representatives to respond promptly to information requests or settlement proposals. It is not about deadlines for the sake of deadlines.

It is about clearing the atmosphere so the election can be run again promptly; or getting the parties back to the bargaining table so that the free choice of the employees is not effectively denied to them; or putting the unlawfully discharged worker back to work so she can pay her rent and feed her children.

It's an old saw, but like many old saws it's correct: "What gets measured gets done." For the sake of the Act and the purposes that animate it, we wanted to get it done, and that concern still animates my successor, as illustrated by his efforts to streamline the 10(j) injunction process for illegally discharged workers.[5]

In December 2009, I issued Memorandum GC 10-01, the summary of operations for the General Counsel's Office for FY 09, covering agency operations through September 30, 2009. It had a lot of statistics and I am not going to discuss all of them. But the Agency did hold 95% of all elections within 56 days of the filing of the petition,

3. According to GC Memorandum 11-03, Summary of Operations FY10 (Jan. 10, 2011) (hereinafter "FY 2010 Summary of Operations"), total case intake during FY 2010 was 26,585, compared to 25,413 cases in FY 2009, representing a 4.6% increase in overall intake. Unfair labor practice case intake was 23,381, a 3.8% increase from the FY 2009 intake of 22,501. Total representation case intake was 3,204, a 10% increase from the FY 2009 intake of 2,912.
4. According to the FY 2010 Summary of Operations, the Agency surpassed all three of its overarching goals, closing 86.3% of all representation cases within 100 days (target 85%); 73.3% of all unfair labor practice cases within 120 days (target 71.2%); and 84.6% of all meritorious unfair labor practice cases within 365 days (target 80%).
5. Memorandum GC 10-07, Effective Section 10(j) Remedies for Unlawful Discharges in Organizing Campaigns (Sept. 30, 2010).

and it settled over 95% of all merit unfair labor practice cases, facilitating both "real time" resolution of those cases and saving agency budget resources at the same time.[6]

The public also should be assured, however, that there is no trade-off between speed and quality. I recognized, and the Agency continues to recognize, it is axiomatic that quality must always go hand-in-hand with efficiency and timeliness.

§5.03 PROSECUTORIAL INITIATIVES

There are dozens of interesting issues that came across my desk as General Counsel. All of them demanded the attention and best thinking of me and my staff. But like most of my predecessors, and I believe my successor, I found it necessary and desirable to concentrate on some matters more than others. For that reason, I chose to implement some prosecutorial initiatives which I felt would improve the enforcement and administration of the Act.

[A] First Contract Bargaining

For example, a lot of attention gets paid to protecting employee free choice in the process *leading up to* and *including* the election. But, early on in my term, I asked myself, were we doing enough to protect employee free choice once employees *have chosen* union representation? If you have ever watched the film *Norma Rae,* you remember how it ends. It ends with the election. The workers vote in the union, and the organizer climbs into his automobile and drives away. We don't get to see what happened after that.

It's just like a traditional romantic comedy, which ends with the wedding. Why? Because in both cases, if we were to stick around for what comes next, it might be kind of a downer. After the wedding comes the dinner dishes, the laundry, the help with the homework, and the honey-do list.

Similarly, after the election comes the bargaining for a first contract. It is generally acknowledged that first contracts can be hard to bargain, and sometimes it does involve surface bargaining, bad-faith bargaining, dilatory bargaining, and down-right refusal to bargain. When I took office, I learned that almost half of all charges alleging employer bad-faith bargaining involve first-contract bargaining. What, I asked, might the Agency do to protect employee free choice during the bargaining process?

At that point, the Employee Free Choice Act was not even out of a Congressional committee, much less part of a national dialogue on labor relations. I was simply interested in what I could do under the Act, just as it is. Thus was born, in April 2006, my First Contract Bargaining Initiative. The initiative has two components.

6. The comparable statistics for FY 2010, according to the FY 2010 Summary of Operations, are that 95.1% of all initial elections were conducted within 56 days of the filing of the petition, and 95.8% of all merit unfair labor practice cases were settled.

First, in cases alleging unfair labor practices committed during first-contract bargaining, I directed the Regions to consider whether a 10(j) injunction would be warranted.

Second, in those same cases, I directed the Regions to consider seeking special remedies, as appropriate, such as a new full certification year, notice reading, union access to bulletin boards, periodic reports on the status of bargaining, and reimbursement of the charging party's bargaining expenses. The next year, in May 2007, I added bargaining on a prescribed or compressed schedule to the menu of potential special remedies.

Why these two components? As you know, when a new bargaining relationship is undermined by unfair labor practices, time is not on the side of the employees. The hopes expressed in their free choice of a union as bargaining agent can quickly turn to disillusionment and disaffection. In effect, their free choice is negated.

Thus, a speedy remedy may be needed in the form of 10(j) interim relief. During my term, 10(j) proceedings were authorized by either me or the Board in 35 first-contract bargaining cases. Of these authorized cases, 13 settled. We won 15 cases, lost 3 cases, withdrew or didn't file petitions in 2 cases, and 2 cases were pending in court at the time I left.

But a speedy remedy is not really a remedy unless it is an *effective* remedy. In some circumstances, simply finding an unfair labor practice and ordering the parties back to the table may not repair the damage that has been inflicted on the nascent bargaining relationship and the free choice of the employees. That was why I added the "special remedies" component—to get the parties back to something like the status quo ante, and to get them moving toward a first contract.

Did the charging party spend its money on good-faith bargaining while the other side bargained in bad faith? Then the wrongdoer *wasted* the charging party's money, and it should reimburse it for those bargaining costs. Was the wrongdoer's bargaining strategy one of postponement, cancellation, and delay? Then let's have bargaining on a mandatory schedule and a *Mar-Jac Poultry* extension of the certification year. And so forth with my other proposed special remedies.

In Fiscal Year 2009, I authorized special remedies in 23 cases, including 9 bargaining schedule cases; 4 cases requiring a report of bargaining status; 7 cases seeking bargaining or litigation costs; 11 cases seeking extension of the certification year; 11 cases seeking a notice reading; and 3 cases seeking special access to employees by the union. Of these cases, 9 settled, and 14 went to trial.

And then, by the time cases seeking special remedies began to reach the Board, it was down to two members. By long-standing custom and practice, less than a full Board will not change existing law or precedent. And under existing precedent, special remedies are reserved for cases involving "numerous, pervasive, and outrageous" unfair labor practices. Many, if not most, typical refusal-to-bargain cases would not generally appear to meet this standard.

Under our system, the General Counsel proposes, the cases work their way through the pipeline, and the Board disposes. But for a Board to "dispose" in a way that involves changing existing law or precedent, it has chosen, under long-standing

custom and practice, to have more than two votes to do so.[7] And for almost half my term in office, I could propose, but the Board would not dispose in those types of cases.

I am glad to be able to say that now, while at near full strength, the Board has decided a case in which a unanimous, bipartisan three-member panel adopted some of these remedies.[8] And, despite the fact that the Board was not able to address these issues while I was General Counsel, the initiative did succeed as a settlement tool.[9] The value of the *prospect* of special remedies in securing successful settlements should not be underestimated. Keep in mind that in each of the last two fiscal years, about 95% of meritorious charges settled, a trend that has proved stable over time.

There is some other good news to report about the First Contract Bargaining initiative. When I took office, nearly half of all the 8(a)(5) charges filed with the Agency were in first-contract bargaining situations.[10] For the fiscal years 2006, when the First Contract Bargaining initiative was announced, through the time I resigned in June 2010, that number was more than cut in half, to an average of 22.4%. On its face, this would indicate that there is less bad-faith conduct being reported in first-contract situations.

I also think it is important to note statistics for the Fiscal Years 2006-2009, which indicate that, on average, 84% of first-contract bargaining after Board certification occurs without *any* 8(a)(5) charges being filed. This suggests that in the overwhelming majority of cases where a union is chosen in a Board-conducted election, labor and management are bargaining in good faith without resort to Board processes.

Now, I am not a professional statistician. But I know that because a type of conduct is unreported doesn't mean that it didn't occur. And I am sure that there are situations where there is bad-faith bargaining going on, where one of the parties could have, but for strategic reasons did not, file charges. Regardless of these uncertainties, I think I left office with the first-contract bargaining arrows pointed in the right direction. And I am gratified that my successor has continued to build on that initiative.[11]

[B] 10(j) Injunctions

I think my 10(j) record speaks for itself. From January 2006 through this the second quarter of FY 2010, Regional Offices submitted 320 cases[12] to the Injunction Litigation

7. Examples of this are: Ryan Iron Works, 345 NLRB 893, 895 fn. 13 (2005); Daimler Chrysler Corp., 344 NLRB 772, 772 fn. 1 (2005); Tradesmen International, 338 NLRB 460, 460 (2002); Wake Electric Membership Corp., 338 NLRB 298, 300 fn. 10 (2002).
8. Gimrock Construction, Inc., 356 NLRB No. 83 (2011).
9. In one case, the parties reached an initial contract and settled after complaint seeking a bargaining-schedule remedy. Imperial Sheet Metal, 14-CA-29415, Section 10(j) authorized 10/22/2008. In another case, the parties similarly concluded an initial contract after the Region was authorized to seek a bargaining schedule, reimbursement of the union's bargaining costs, and an extension of the certification year. Station Operators, 34-CA-12078.
10. The average over the previous four fiscal years, 2002-2005, had been 47%.
11. See Memorandum GC 11-06, First Contract Bargaining Cases (Feb. 18, 2011).
12. That number does not include "short-form" submissions pursuant to General Counsel Memorandum 06-05, "First Contract Bargaining Cases," Apr. 19, 2006. In those cases, the Regional

Branch of the Division of Advice with a recommendation concerning Section 10(j) relief. During this 52-month period, Section 10(j) proceedings were authorized by the Board, or by me under delegation from the Board, in 112 cases. [13]

It is sometimes suggested that Section 10(j) authorization in 112 cases over an approximately four-year period does not seem to indicate a vigorous 10(j) program, particularly where during that same period our total unfair labor practice charge case intake was approximately 90,862 cases for the four complete Fiscal Years 2006-2009. The explanation is, of course, that not every charge is a Section 10(j) case. First and foremost, the merit factor—the percentage of cases which, upon investigation, are deemed to merit issuance of a complaint—ranged between 35% and 40% during my term.

For purposes of illustration, I will choose a median merit rate for those years of 37.5%. That means, of course, that 62.5% of the charges filed with the Agency are either dismissed or withdrawn for lack of merit. Thus, the number of meritorious charges over the four years of my term was approximately 34,000.

However, most merit cases settle. Indeed, during my term the case settlement rate was approximately 96% for the four complete Fiscal Years 2005-2009. Settled cases do not require or warrant 10(j) relief. This means that of the total case intake for those four years, the number of unsettled meritorious cases was approximately 1,360. And finally, of course, most meritorious cases, even if they warrant prosecution, do not meet the standards that the courts have established for injunctive relief.

In short, the 112 authorized cases, in my view, represent an active and vital 10(j) program and, given intake, merit factor, and settlement rate differences, is comparatively high number by historical comparison with other periods.[14]

Of course, it's not just about *seeking* 10(j) injunctions, it's about being *successful* in those cases. And we were successful in 10(j) cases. Of the 112 cases authorized, 93 were pursued to conclusion through the second quarter of FY 2010.[15] Altogether, we obtained a successful settlement or favorable court decision in 81 of those 93 cases, a "success" rate of 87% of the cases pursued to a conclusion.[16]

If you are particularly interested in the Agency's 10(j) efforts, I suggest you look at the Quadrennial Report on 10(j). Over the past 35 years, it has been the practice of

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Offices submit a short recommendation on the need for either interim injunctive relief and/or special remedies, accompanied by the Region's "decisional documents," such as the final investigative report and agenda minute.

13. Some of the 10(j) requests to the Board were withdrawn prior to a Board authorization, based upon a settlement of the underlying administrative case or due to changed circumstances.
14. For example, the 28 10(j)'s authorized in Fiscal 2008 actually represented a higher percentage of 10(j)-eligible cases—that is, unsettled, meritorious cases—than the 83 10(j)'s from 1994. In Fiscal 2008, we authorized 10(j) in 10.7% of 10(j)-eligible cases; in Fiscal 1994, it was 9%.
15. We have excluded 5 cases that were pending at the end of the reporting period and 14 cases in which we decided not to pursue further proceedings, either because of the issuance of a Board order or an adverse ALJ decision, or because of other changed circumstances.
16. Of these cases, 40 were resolved by a successful settlement, either before or after a 10(j) petition was filed in court. Of the remaining 53 cases resolved by court decision, injunctions were granted in whole or in substantial part in 41 cases. Thus, in litigated cases, we were successful in 77% of the cases.

General Counsels to issue a report on the use of 10(j) during their terms. Mine was issued as Memorandum GC 10-05, Meisburg End of Term 10(j) Report (June 15, 2010).

[C] Compound Interest on Monetary Awards

Efforts to require compound interest on monetary awards has had a checkered history at the Board. Indeed, until its decision in *Isis Plumbing & Heating Company*, 138 NLRB 716 (1962), the Board did not routinely award any interest on backpay or other monetary awards. In *Isis*, the Board began the practice of awarding 6% simple interest, 138 NLRB at 720. In *Florida Steel Corp.*, 231 NLRB 651, 651 (1977), the Board adopted sliding interest rates applicable to federal tax overpayments and underpayments. In *New Horizons for the Retarded*, 283 NLRB 1173 (1987), it adopted short-term federal rate under the Tax Reform Act of 1986.

In *Alaska Pulp Corporation*, 300 NLRB 232 (1990), *enf.*, 944 F.2d 909 (9th Cir. 1991), the General Counsel asked the Board to impose daily compound interest on a backpay award. The Board refused, but said: "Having duly considered the matter, we are not prepared at this time to deviate from our current practice. *We are, however, taking the matter under advisement.*" *Id.* at 232. (Emphasis added.)

Going beyond that, in March 1992, the Board issued a notice proposing adoption of daily compounding of interest, 57 Fed. Reg. 7897. However, political opposition to that and other Board proposed measures (most notably, the single location unit presumption) led the Board to withdraw the proposal in 1998, 63 Fed. Reg. 8890, stating that "no action has been taken by the Board ... for several years" and that it wanted to "focus its time and resources on reducing the backlog of ... cases pending before the Board."

In Memorandum GC 00-05 (July 20, 2000), the General Counsel announced that he would again seek daily compounding of interest on monetary awards. The Board routinely rejected the General Counsel's request, using almost identical language in every instance: "Having duly considered the matter, we are not prepared at this time to deviate from our current practice" of assessing simple interest. *See, e.g., Commercial Erectors, Inc.*, 342 NLRB 940 n.1 (2004); *Accurate Wire Harness*, 335 NLRB 1096 n.1 (2001).

It was against this background that I issued Memorandum GC 07-07 (May 2, 2007), announcing that I would seek compounding of interest on monetary awards on a quarterly basis. This renewed initiative was based on a variety of factors, including the Department of Labor's quarterly compounding practice under the recently enacted Sarbanes-Oxley Act. Adopting compound interest would also bring the Board's practice in line with federal courts and other federal agencies which have adopted the practice of awarding compound interest on monetary awards.

Further, without compounding, employees are not truly made whole. Commercial practice is to charge compound interest on borrowed funds. If an out-of-work discriminatee borrows money from a bank to make ends meet, his debt accrues compound interest, but he will only receive simple interest on his backpay award.

Recently, in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), a unanimous four-member Board adopted daily compound interest on monetary awards. This has required some administrative changes by my successor in handling compliance with backpay awards.[17]

[D] Electronic Notice Posting

In *Nordstrom, Inc.*, 347 NLRB 294 (2006), the Board invited the General Counsel to put a case before it regarding electronic notice posting:

> We are open to considering the merits of a proposed modification to the Board's standard notice-posting language in a particular case, if the General Counsel or a charging party (1) adduces evidence at an unfair labor practice hearing demonstrating that a respondent customarily communicates with its employees electronically; and (2) proposes such a modification to the judge in the unfair labor practice proceeding.

347 NLRB at 294, n.5.

In response to this invitation from the Board, the Regions were directed in Memorandum OM 06-82 (August 15, 2006) to investigate the issue whether charged parties routinely communicate with employees/members by electronic means and, if so, to request electronic posting by such means. It is with this background that I put the electronic notice-posting issue back before the Board.

On October 22, 2010, the Board issued its decision in *J. Picini Flooring*, 356 NLRB No. 9. There, a three-member majority of the Board held that where the employer/union routinely communicates with its employees/members through the use of an intranet, email or other electronic means, then it will require remedial notices imposed by Board orders to be posted by such means, in addition to the traditional physical posting.

Notably, disputes regarding how an employer/union routinely communicates with its employees/members, and any particular problems presented by electronic posting, will be reserved for compliance proceedings, and not be part of the unfair labor practice proceedings initially tried before the administrative law judge.

§5.04 OUTREACH AND ENGAGEMENT

Throughout my term as General Counsel, our Regional and Headquarters personnel, including myself, were involved in numerous and varied outreach activities. In my view, part of our mandate was to let persons know who we are, what we do, and what their rights and responsibilities are under the Act. In each of the last two fiscal years of my term, Regional personnel, with the assistance of our Headquarters outreach coordinators, participated in over 500 outreach activities.[18]

17. See Memorandum GC 11-08, Changes in Methods Used to Calculate Backpay (Mar. 11, 2011).
18. According to the FY 2010 Summary of Operations, Agency employees participated in over 630 outreach events during FY 2010.

Groups involved in the outreach ranged from unions to employer associations to civic groups to that most exotic of all audiences, high school students. I personally traveled well over a hundred thousand miles nationally and internationally to speak at more than 100 programs to audiences of labor relations professionals and practitioners.

I also was involved in what I call "internal outreach." During my term I visited every one of our 32 Regional Offices, several more than once. I also hosted dozens of our Regional employees on detail to headquarters—both professional and support staff—personally in my office. I thought it was very important to get to know my colleagues in the Agency, and that they get an opportunity to know and speak with their General Counsel, whether it is in my office, or theirs, or in a meeting where I was giving a presentation, or—as it happened on a number of occasions—on a picket line.

In addition to outreach, I also believe in engagement. By this, I mean that the General Counsel should not operate from an ivory tower. Rather, in appropriate cases, I think it is important for the General Counsel to be engaged with counsel in matters pending before the Agency. During my term, I was personally involved in more than 1,000 cases where a decision had to be made whether to issue a complaint, seek an injunction, prosecute a contempt of court petition, defend a Board decision, or present the Board's position as an amicus in the federal courts, including the Supreme Court.

On more than 60 occasions, I personally hosted oral presentations by the parties and their counsel in cases pending before me. I believe these occasions are useful for at least three reasons. First, we deal with a lot of really superb lawyers, and their presentations almost always provided us with a better understanding of their legal and factual positions. Second, during the presentations we got an opportunity to discuss directly, across the table, the problems we had with a case, and seek their solutions. Sometimes they do provide those solutions, but many times I think we educated counsel about how difficult a particular issue was. And third, these meetings also gave us an opportunity to explain how we have to make prosecutorial decisions based not only on the case before us, but with an eye toward our prosecutorial policy and legal issues in other cases as well, and how their particular case impacted on this responsibility.

One other opportunity for engagement during my term was the publication of General Counsel Memoranda. I have cited several of them in this article. They are available on the Agency's Website, *nlrb.gov*, and I urge everyone to take a look at them. They presented an opportunity to explain to parties and practitioners not only *what* we were doing, but also to explain in some detail *why* we were doing it. I note that my successor has continued this practice. Even if there is disagreement among the bar about the wisdom of a particular decision, I think there is general agreement that it is useful for the Agency's constituents to know the General Counsel's thinking on a variety of issues that affect their cases and conduct.

§5.05 CONCLUSION

Shortly before the public announcement of my pending resignation, I sent a message to each of our employees in the Agency. I want to share part of it with you:

> [S]erving as a Board Member, and for the last four and one-half years as your General Counsel, has been the honor of a lifetime. ... I thank each of you for your hard work and the professionalism you have exhibited not only during my time here, but throughout your careers. ...
>
> Please accept my best wishes going forward, and—again—my deepest thanks for your efforts on behalf of the NLRB and the people of the United States whom we serve.

As I thanked my colleagues at the Board, I also wish to thank you, practitioners, academics, labor relations professionals alike, for the work you do every day to advance the causes of the Act, through counseling, advocacy, representation, education, analysis, and that sometimes most elusive of all goals, peacemaking. And, as I wished to my colleagues at the Board, I wish to you all the best in the years to come, as we continue to work together.