

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

UPS SUPPLY CHAIN SOLUTIONS, INC.

and

Cases 12-CA-26437
12-CA-26446
12-CA-26564

TEAMSTERS LOCAL UNION NO. 769,
affiliated with INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

**GENERAL COUNSEL'S BRIEF IN SUPPORT OF CROSS-EXCEPTIONS
TO THE ADMINISTRATIVE LAW JUDGE'S DECISION**

Christopher C. Zerby, Esq.
Counsel for the General Counsel
National Labor Relations Board
Region 12
201 East Kennedy Blvd., Suite 530
Tampa, Florida 33602-5824
Telephone No. (813) 228-2693
Facsimile No. (813) 228-2874
Email: Christopher.zerby@nrlrb.gov

I. STATEMENT OF THE CASE AND INTRODUCTION

UPS Supply Chain Solutions, Inc. (Respondent) operates a warehouse in Miami, Florida from which it controls and manages inventory for various customers including Intel, GAP, and Sony Ericsson. (ALJD 2:34—3-6; Tr. 218, 293, 837).¹ In June 2009,² warehouse employees Irving Puig, Mario Lopez and Ricardo Arriaza discussed organizing Respondent's employees into a union. (ALJD 3:8-17; Tr. 222, 274-275). Lopez met with Business Agent Eduardo Valero of Teamsters Local Union No. 769 (the Union), and shortly thereafter the Union began its campaign to organize the employees. (ALJD 3:8-17; Tr. 34-35, 226-229, 276-277, 354). Employee Lopez was discharged by Respondent on about July 15, and employee Arriaza assumed the role of lead organizer until his discharge on about July 21.³ (ALJD 3:8-17; Tr. 35-36, 226-230, 354; GC Ex. 23, 24). Following Arriaza's discharge, employee Puig became the lead organizer and from about the end of July until Puig was unlawfully discharged on August 6, Puig continued the organizing campaign by soliciting and collecting signed authorization cards from employees and otherwise speaking out on behalf of the Union.⁴ (ALJD 3:19-25; Tr. 36, 232-234, 281-285, 331-332).

By mid-July, Respondent was aware of the ongoing organizing campaign and it began a campaign to defeat the organizing effort. (ALJD 4:34-41; Tr. 100, 115, 468-469). As part of its campaign to defeat the Union, Respondent held a series of pre-work communication meetings (PCMs) with its employees. (ALJD 4:44—5:5; Tr. 98-103, 107; GC Exs. 5-10; R. Exs. 44-48).

¹ As used herein, the numbers following "ALJD" refer to the page and line number of the Administrative Law Judge's Decision. For example "ALJD 4:44—5:5" refers to page 4, line 44 through page 5, line 5 of the ALJ's Decision. The numbers following "Tr." refer to the transcript page numbers. In addition "GC Ex." refers to General Counsel's exhibits and "R Ex." refers to Respondent's exhibits.

² All dates are in 2009 unless otherwise specified.

³ Employees Lopez and Arriaza are not alleged to have been unlawfully discharged by Respondent.

⁴ As found by the ALJ, the Employer violated Section 8(a)(1) and (3) of the Act by discharging Puig on August 6, because he engaged in protected concerted activity. (ALJD 22:38-40; 23:12-14). Respondent has excepted to the ALJ's finding regarding Puig's discharge. Puig's union activity and the facts surrounding his discharge are discussed at greater length in General Counsel's Answering Brief that is being filed concurrently with General Counsel's Cross-Exceptions and this brief in support of Cross-Exceptions.

Throughout its anti-union campaign, Respondent maintained in its employee handbook a no solicitation rule that reads, in part:

Employees of the company: Employees of the company may not solicit or distribute literature during work time or in work areas for any purpose. (ALJD 5:9-35; Tr. 460; R Ex. 20; R Ex. 39, page 12).

Furthermore, during PCMs held on July 17, Operations Manager Raul Echeverria and other supervisors, reading from a script, informed employees that “UPS has a ‘No Solicitation’ policy, where no solicitation of any kind is allowed in the workplace. This policy is posted in the building.” (ALJD 6:8-25; Tr. 596-597; GC Ex. 6, 2nd page – English version, R Ex. 45, 2nd page – Spanish version.)

During a PCM held on July 23, at 11:00 a.m., the video “Little Card, Big Trouble” was shown to employees by Respondent’s Human Resources manager, Clara Polanco-Guzman. (ALJD 16:10-22; Tr. 103-104, 287-291; GC Ex. 30). This meeting was attended by employee Puig and three other employees. (ALJD 19:13-15; GC Ex. 2). Following the video, Polanco-Guzman told the employees that, based on her experience, she knew of some customers whose contracts with Respondent required Respondent to remain non-union. (ALJD 20:2-19; Tr. 663, 669-671). Polanco-Guzman went on to tell the employees that if they formed a union, client accounts could be lost and employees could lose their jobs. (ALJD 20:1-19; Tr. 289-290).

Next, Polanco-Guzman asked the employees in attendance if they had any questions or comments. (ALJD 19:24-29; Tr. 104, 289-290, 530). Puig responded:

If there were rumors about a union, it would be because the employees were unhappy, and if – the company would need to see what was happening and give answers to the employees’ unhappiness or uneasiness because I, for one, had presented some concerns that I had in writing and I never received a response.⁵ (ALJD 19:29-33; Tr. 126, 290).

⁵ In his analysis, the ALJ describes the subject matter of the discussion during the meeting as being “the reasons an employee might choose to sign a card, despite the warnings contained in the video.” (ALJD 22:27-28). Thus, it is apparent that the ALJ credited this testimony by Puig.

According to Polanco-Guzman, Puig expressed his disagreement with the video and Respondent, and raised complaints that he had been raising for the past five years. (ALJD 20:21-27; Tr. 660-661). Polanco-Guzman admitted that Puig stated that these types of concerns might be a reason employees would support a union. (ALJD 20:26-27; Tr. 139). The meeting lasted for about thirty minutes. (ALJD 19:13-22; Tr. 290; GC Ex. 2).

The last PCM was held on July 31, and Respondent ended its anti-Union campaign around the beginning of August. (ALJD 4:44-49; Tr. 115, 468-469; GC 10).

Between August 20 and December 23, the Union filed a number of charges and amended charges alleging that Respondent committed various violations of the Act. (ALJD 1; GC Exs. 1(a), 1(d), 1(g), 1(j), 1(m), 1(p), 1(s) and 1(v)). On February 25, 2010, the Regional Director issued an Order Consolidating Cases, Consolidated Complaint (the Complaint) and Notice of Hearing. (GC Exs. 1(y), 1(z)).⁶ The Complaint alleges, among other things, that Respondent violated Section 8(a)(1) of the Act by maintaining and enforcing an unlawful no solicitation policy, and by threatening employees with job loss if they selected the Union as their collective-bargaining representative. A hearing was held before Administrative Law Judge Michael Marcionese (the ALJ) from April 5, 2010 through April 8, 2010. (ALJD 1). The ALJ issued his Decision and Recommended Order on December 3, 2010. The ALJ found and concluded that Respondent violated Section 8(a)(1) of the Act by announcing an overly broad no solicitation rule and by threatening alleged discriminatee Puig with discharge because he engaged in union activities, and violated Section 8(a)(1) and (3) of the Act by discharging Puig on August 6, 2009, because of his protected conduct at a meeting on July 23, 2009. (ALJD 6:8-6:25, 18:15—23:14).

In his Decision, the ALJ also held that an objective employee would conclude that the no solicitation rule maintained by Respondent in its Employee Handbook did not prohibit

⁶ On April 1, 2010, the Acting Regional Director filed in the United States District Court, Southern District of Florida, a Petition for Injunction Under Section 10(j) of the Act. The petition, which is docketed as *Diaz v. UPS Supply Chain Solutions, Inc.*, Case 1:10-cv-21038-JEM, remains pending before the Court.

employees from soliciting other employees on “their own time.” (ALJD 5:51—6:6). Based on that conclusion, the ALJ erroneously found that Respondent did not violate the Act by maintaining the above-described no-solicitation rule in its employee handbook. (ALJD 5:51—6:6, 23:16). The ALJ also erred by concluding that the above-described statement regarding employee job loss that was made by HR Manager Polanco-Guzman during the July 23, 11:00 a.m. PCM was not unlawful, and by recommending the dismissal of those allegations. (ALJD 20:1-19, 23:16). Although the ALJ found that Respondent violated Section 8(a)(1) and (3) of the Act by discharging Irving Puig because of his protected activity and because he supported the Union, the ALJ erred by failing to find that Respondent knew about Puig’s union activity before it discharged him, and failed to specifically conclude that Respondent discharged Puig because he engaged in union “activity.” (ALJD 3:24-25, 22:fn.9, 23:12-14).

In section II of this brief, the questions to be resolved and the corresponding cross-exceptions are set forth. Section III of the brief analyzes the questions to be resolved, and presents the argument supporting General Counsel’s Cross-Exceptions. Finally, section IV concludes the brief.

II. QUESTIONS TO BE RESOLVED

1. Did the ALJ err by failing to find and conclude that Respondent violated Section 8(a)(1) of the Act by maintaining and enforcing a no solicitation policy in its employee handbook that unlawfully proscribes employee solicitation in work areas during non-work time? (Cross-Exceptions 1, 2 and 3).

2. Did the ALJ err by failing to find and conclude that Respondent, by Human Resources manager Clara Polanco-Guzman, threatened employees with job loss if they selected the Union as their collective-bargaining representative in violation of Section 8(a)(1)? (Cross-Exceptions 4 and 5).

3. Did the ALJ err by finding that supervisor Pedro Garcia, rather than employee Irving Puig, testified that he raised personal issues with Respondent in writing and that Respondent had failed to respond in writing?⁷ (Cross-Exception 6).

4. Did the ALJ err by finding that Respondent was unaware of alleged discriminatee Irving Puig's union activity before it discharged Puig and by failing to specifically conclude Respondent discharged Puig not only because of his "protected" activity and because he was "supportive of the Union" at the July 23 meeting, but also because of his union activity at that meeting? (Cross-Exceptions 7, 8 and 9).

III. ARGUMENT.

A. Contrary to the ALJ's findings and conclusions, the no solicitation policy maintained by Respondent in its employee handbook unlawfully prohibits solicitation in work areas during non-work times, in violation of Section 8(a)(1) of the Act.

At all material times, Respondent maintained in its employee handbook a no solicitation policy that prohibits employees from soliciting in work areas. In addition to being set forth in the employee handbook, the no solicitation policy was posted at various locations throughout the facility, and it was read to employees during a February 19 PCM. (ALJD 5:32-35; Tr. 94-95, 462; GC Ex. 4; R Ex. 43). The no solicitation policy reads as follows:

In order to maintain and promote efficient operations, discipline, and security, UPS SCS has established rules applicable to all employees regarding solicitation, distribution of written material and entry into buildings and work areas. All employees are expected to comply strictly with these company rules . . .

Employees of the company: Employees of the company may not solicit or distribute literature during work time or in work areas for any purpose.

Work areas are all areas where employees perform work.

⁷ It appears that the ALJ may have made a typographical error in his decision and that, at page 13, near the end of line 5, he intended to state that "Puig testified . . .," rather than "Garcia testified. . . ." The transcript reveals that Puig testified that he raised complaints in writing and never received a response. (Tr. 295). Garcia did not testify regarding the written complaints made by Puig. (Tr. 552-581). Cross-Exception 6 will not be addressed further.

Work time: Does not include break periods and meal times or other periods during the work day when employees are not engaged in performing their work tasks. Work time includes the time of both the employee doing the solicitation or distribution and the employee to whom the solicitation or distribution is directed.

The policy applies to solicitation for personal interests such as the sale of goods, subscriptions, products and food.

*United Way is the only exception to the No Solicitation Policy.

(ALJD 5:9-35; Tr. 460; R Ex. 20; R Ex. 39, page 12).⁸

An employer may restrict solicitation to the working time of the employee doing the soliciting and the employee being solicited. *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945). However, in the absence of special circumstances, an employer may not prohibit solicitation by employees in work areas during non-working time. *NLRB v. Baptist Hospital*, 442 U.S. 773 (1979); *Cardinal Home Products, Inc.*, 338 NLRB 1004, 1005-1006; *Stoddard-Quirk Manufacturing Co.*, 138 NLRB 615, 617-621 (1962). Respondent operates a warehouse and there is no evidence of special circumstances that justify a restriction on solicitation in work areas during non-working time. *Cf. NLRB v. Baptist Hospital*, 442 U.S. 773 (1979) (justifying a prohibition against employee solicitation in immediate patient care areas of a hospital); *Marshall Field & Co.*, 98 NLRB 88 (1952), *enfd.* 200 F.2d 375 (7th Cir. 1953) (justifying a prohibition against employee solicitation on the selling floor of a department store).

In his decision, the ALJ focused on the prohibition on engaging in solicitation during work time. (ALJD 5:37—6:6). Relying on the analysis set forth by the Board in *Our Way, Inc.*, 268 NLRB 394, 395 (1983), the ALJ determined that “a plain reading of the entire rule, including its definitions of work areas and work time establishes that the rule did not prohibit employees from soliciting employees ‘on their own time.’” (ALJD 6:1-3). Based on this analysis, the ALJ concluded that “an objective employee reading the entire rule in the handbook would reasonably

⁸ In the related Section 10(j) proceeding in the United States District Court, Southern District of Florida, in *Diaz v. UPS Supply Chain Solutions, Inc.*, Case 1:10-cv-21038-JEM, Respondent filed affidavits asserting that Respondent posted a modified no solicitation policy in its Miami facility. (Document 58). Respondent did not present any evidence concerning such a modified no solicitation policy in the administrative record herein.

believe that he could solicit his co-workers when he and the other employee were not ‘performing work tasks,’ i.e. working,” and recommended dismissal of the allegation. (ALJD 6:3-6).

The ALJ’s analysis does not go far enough. A plain reading of the rule shows that solicitation is never permitted in work areas. As set forth above, Respondent’s no solicitation policy states, in part, that “employees may not solicit or distribute literature during work time **or in work areas for any purpose.**” (ALJD 5:9-35; Tr. 460; R Ex. 20; R Ex. 39, page 12—emphasis added). Thus, Respondent’s no solicitation rule is overly broad on its face and violates Section 8(a)(1) of the Act.

In addition, the evidence establishes that at all material times Respondent publicized and maintained its overly broad no-solicitation policy. Respondent’s no solicitation policy was posted throughout its Miami facility and it was read to employees during a PCM on February 19. (ALJD 5:32-35; Tr. 94-95, 462; GC Ex. 4; R Ex. 43). Furthermore, during PCMs held on July 17, Operations Manager Raul Echeverria and other supervisors informed employees that Respondent had an even broader policy that prohibited employee solicitation anywhere in “the workplace.” (ALJD 6:15-25; Tr. 596-597; GC Ex. 6, 2nd page – English version, R Ex. 45, 2nd page – Spanish version). The statement made on July 17, shows that Respondent and its managers and supervisors understood that the no solicitation policy prohibited employee solicitation anywhere on Respondent’s premises, including work areas, regardless of whether or not the employees were on working time.⁹

In summary, the record evidence establishes Respondent maintained and enforced an overly broad no solicitation rule in its employee handbook in violation of Section 8(a)(1) of the Act. The ALJ’s conclusions and findings to the contrary should be reversed and Respondent

⁹ As noted above, the ALJ found that this orally announced no solicitation policy violated Section 8(a)(1) of the Act. (ALJD 6:8-25).

should be ordered to rescind the unlawful no solicitation policy and notify employees that it has done so.¹⁰

B. Respondent violated Section 8(a)(1) of the Act on July 23, when Human Resources Manager Clara Polanco-Guzman told employees that if they selected the Union as their bargaining representative, Respondent could lose customers and employees could lose jobs.

At the hearing, employee Puig testified that during a PCM on July 23, Human Resources Manager Polanco-Guzman told employees:

to think about what we were going to do . . . that if a union was formed, the clients could be unhappy and jobs could be lost, and if the accounts were lost we would lose our jobs and be left in the street. (Tr. 289).

Polanco-Guzman admitted that she told employees that Respondent had customers, during her experience in 2005, “that had as part of their contracts, maintaining non-union status clauses.” (ALJD 20:1-19; Tr. 637, 670). Polanco-Guzman went on to testify that Proctor & Gamble had such a clause in its contract, but that she hadn’t been involved in operations for the past couple of years and did not know of any other customers. (ALJD 20:1-19; Tr. 670). Polanco-Guzman also testified that she told employees that it was important to maintain flexibility because customers had that clause as part of their contracts. (Tr. 671). Respondent failed to introduce into evidence the Proctor & Gamble contract or any other contract containing a clause requiring that Respondent remain non-union. Polanco-Guzman denied telling employees that the customers whose contracts required Respondent to remain non-union would be lost if employees selected the Union to represent them. (Tr. 663-664).

The ALJ credited employee Puig’s testimony regarding Polanco-Guzman’s statements at this meeting and found that Polanco-Guzman told employees that “they could lose their jobs if they formed a Union because Respondent could lose customers.”¹¹ (ALJD 20:12-13).

¹⁰ As noted above, to the extent that Respondent may claim that it has revised its unlawful handbook no solicitation rule and publicized a lawful rule in its place, there is no record evidence to that effect. Accordingly, Respondent should be ordered to fully remedy this unfair labor practice.

Relying on *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969), concluded that this statement was lawful because Polanco-Guzman

never told, or implied to, the employees that Respondent would terminate the employees on its own simply because they chose the Union, without regard to business necessity. Rather, her statement, or prediction, of possible job loss was couched in terms of the effect of unionization on the Respondent's customers, a factor outside the Respondent's control. (ALJD 20:14-19).

An employer is free to communicate to employees its predictions regarding the effect of unionization, but only if such predictions are "based solely on objective facts which convey its belief as to demonstrably probable consequences beyond its control." *Crown Cork & Seal Company, Inc.*, 255 NLRB 14, 14 (1981); *TVI, Inc.*, 337 NLRB 1039 (2002). Here, in concluding that Polanco-Guzman's statement to employees was lawful, the ALJ cited her testimony that Proctor & Gamble had a contract requiring Respondent to remain non-union. However, the ALJ made no finding as to whether such contracts actually existed, and correctly noted Polanco-Guzman's unfamiliarity with the details of any such contract. (ALJD 20:5-8). Respondent failed to introduce any such contracts into evidence and, as the ALJ noted, Human Resources manager Polanco-Guzman was not familiar with the details because she no longer worked in Respondent's operations department. (ALJD 20:2-19). In view of Respondent's failure to introduce any past or current customer contracts into evidence, and the length of time that has passed since Polanco-Guzman worked in operations,¹² Respondent failed to establish an objective basis for Polanco-Guzman's statement that if employees chose union representation Respondent could lose customers and employees could or would lose their jobs.

Even if some of Respondent's contracts do in fact require Respondent to remain non-union, Polanco-Guzman's statement to employees is an unlawful threat of loss of jobs. There is

¹¹The ALJ failed to discuss Puig's further testimony that Polanco-Guzman told the employees, as noted above, that if accounts were lost as a result of unionization, the employees "would" lose their jobs and be out in the street. (Tr. 289).

¹² By her own admission, Polanco-Guzman had not been involved in the operations department for the past couple years prior to the hearing. (Tr. 670).

no record evidence establishing what, if any, penalty is to be imposed in the event of unionization, or that Respondent's customers were permitted to cancel their contracts and summarily cease doing business with Respondent in the event of unionization. There is no evidence that any customer has ever threatened to cease doing business with Respondent in the event of unionization.

Polanco-Guzman's statement to employees that unionization could cause Respondent to lose business is, at best, mere speculation. Thus, Polanco-Guzman's statement to employees that unionization could cause the loss of customers, resulting in the loss of jobs, was not based on objective facts beyond its control, and it constituted a threat of job loss if employees selected the Union as their collective-bargaining representative, in violation of Section 8(a)(1) of the Act. *NLRB v. Gissel Packing Co.*, supra.

The ALJ's conclusions and findings to the contrary should be reversed, and Respondent should be ordered to post a Notice To Employees stating that it will not threaten employees with job loss if they select the Union as their collective-bargaining representative and to cease and desist from making such threats.

C. Respondent knew about Irving Puig's union activity and protected concerted activity when he spoke out during the July 23 meeting, before discharging Puig on August 6 because of his union and protected concerted activity.

As testified to by Puig, and as admitted by Human Resources manager Polanco-Guzman, at Respondent's July 23, 11:00 a.m. meeting attended by Puig and several other employees, Respondent showed the anti-union video "Little Card, Big Trouble." As the ALJ found, Respondent's video warned employees of the dangers of signing a union authorization card. (ALJD 19:29-33, 20:26-27, 22:8-12; Tr. 126, 139, 290; GC Exs. 27, 30). After the video presentation, Polanco-Guzman invited employee questions or comments about the video, and Puig responded by stating the reasons that an employee might support a union. (ALJD 19:29-33, 20:26-27, 22:8-12; Tr. 126, 139, 290).

The ALJ found that Puig's conduct during the meeting was supportive of the Union and held that his discharge violated Section 8(a)(1) and (3) of the Act. (ALJD 22:fn.29; 23:12-14). The ALJ went on to conclude that Respondent violated Section 8(a)(1) and (3) the Act by discharging Puig for engaging in protected conduct, but he failed to specifically conclude that Puig was discharged for engaging in "union activity." (ALJD 23:12-14).

Voicing support for a Union during a captive audience meeting, following the showing of an anti-union video, constitutes union activity. Polanco-Guzman admittedly heard Puig make statements supporting the Union. Thus, Respondent became aware of Puig's union activity on July 23. (Tr. 139). Furthermore, since Puig's union activity at the July 23 meeting resulted in his discharge on August 6, Respondent discharged Puig because of his union activity.

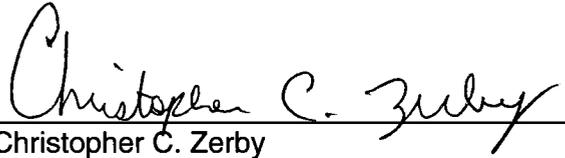
Therefore, ALJ erred by failing to find that Respondent was aware that Puig engaged in union activity before it discharged Puig, and by failing to specify in his conclusions of law that Respondent violated Section 8(a)(1) and (3) of the Act by discharging Puig for engaging in "union activity" as well as for engaging in protected activity.

IV. Conclusion

In summary, the evidence supports all of General Counsel's Cross-Exceptions. Accordingly, the Board should find that Respondent violated Section 8(a)(1) of the Act by maintaining and enforcing an overly broad no-solicitation policy and by threatening employees with job loss if they supported the Union. The Board should modify the ALJ's findings and conclusions to reflect a finding that Puig was engaged in union activity on July 23, that Respondent was aware of that union activity when it discharged Puig, and that Respondent discharged Puig for engaging in union activity and protected concerted activity. Furthermore, the Board should modify the ALJ's recommended Order and Notice to Employees accordingly. A recommended Notice To Employees is attached hereto.

DATED at Tampa, Florida, this 28th day of January, 2011.

Respectfully submitted,

A handwritten signature in black ink that reads "Christopher C. Zerby". The signature is written in a cursive style and is positioned above a horizontal line.

Christopher C. Zerby
Counsel for the General Counsel
National Labor Relations Board
201 East Kennedy Boulevard, Suite 530
Tampa, Florida 33602
(813) 228-2693

CERTIFICATE OF SERVICE

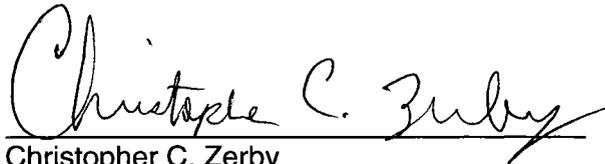
I hereby certify that the foregoing document, General Counsel's Brief in Support of Cross-Exceptions to the Administrative Law Judge's Decision in Cases 12-CA-26437, 12-CA-26446, and 12-CA-26564 was electronically filed with the Office of the Executive Secretary, National Labor Relations Board and served by electronic mail day this 28th day of January, 2011 on the following persons:

Kelly-Ann G. Cartwright, Esq.
Holland & Knight, LLP
Attorney for Respondent
701 Brickell Avenue; Suite 3000
Miami, Florida 33131
Kelly-ann.cartwright@hklaw.com

Erika R. Royal, Esq.
Holland & Knight, LLP
Attorney for Respondent
One East Broward Blvd., Suite 1300
Fort Lauderdale, Florida 33301
Erika.royal@hklaw.com

Howard Susskind, Esq.
Sugarman & Susskind
Attorney of Teamsters Local 769
100 Miracle Mile, Suite 300
Coral Gables, Florida 33134
hsusskind@sugarmansusskind.com

D. Marcus Brasswell, Esq.
Sugarman & Susskind
Attorney of Teamsters Local 769
100 Miracle Mile, Suite 300
Coral Gables, Florida 33134
mbraswell@sugarmansusskind.com



Christopher C. Zerby
Counsel for the General Counsel
National Labor Relations Board
201 East Kennedy Boulevard, Suite 530
Tampa, Florida 33602
(813) 228-2693
Christopher.zerby@nrlrb.gov



NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

**FEDERAL LAW (SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT) GIVES
YOU THE RIGHT TO**

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT announce overly broad no solicitation rules that prohibit solicitation of any kind anywhere in the workplace.

WE WILL NOT will not maintain or enforce any rules that prohibit solicitation by employees in work areas during non-work times.

WE WILL NOT threaten you with discharge because you have engaged in union or other protected concerted activity.

WE WILL NOT threaten you with the loss of your job if you select Teamsters Local No. 769 affiliated with International Brotherhood of Teamsters (the Union) or any other union as your collective bargaining representative.

WE WILL NOT discharge or otherwise discriminate against any of you for supporting the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL rescind the overly broad no solicitation rule set forth in our employee handbook and the overly broad no solicitation rule announced at the Pre-work Communication meeting that was held on July 17, 2009.

WE WILL, within 14 days from the date of this Order, offer Irving Puig full reinstatement to his former job or, if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

WE WILL make Irving Puig whole for any loss of earnings and other benefits resulting from his discharge, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of this Order, remove from our files any reference to Puig's unlawful discharge, and **WE WILL**, within 3 days thereafter, notify him in writing that this has been done and that the discharge will not be used against him in any way.

UPS SUPPLY CHAIN SOLUTIONS, INC.

(Employer)

DATED: _____ **BY:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: WWW.nlr.gov [Information in Spanish is also available on the Board's website]

NLRB, Region 12 Telephone: (813) 228-2641
201 E. Kennedy Blvd., Suite 530 Hours: 8:00 a.m. to 4:30 p.m.
Tampa, FL 33602-5824

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of the posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office.