



## Memorandum

**To:** Lester A. Heltzer, Executive Secretary

**Date:** November 6, 2012

**From:** Cornele A. Overstreet, Director  
Region 28

**Subject:** *GCA Services Group, Inc.*  
*Cases 28-CA-080785 and 28-CA-083504*

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Transmitted herewith is a Formal Settlement Stipulation (Stipulation) in the above-captioned case. The Stipulation is executed by GCA Services Group, Inc. (Respondent), the United Food and Commercial Workers Union, Local 99 (the Union or Charging Party), the Counsel for the Acting General Counsel, and approved by me. Attached to the Stipulation is Appendix A, the Notice to Employees, as well as Exhibits 1-5 which contains the charges, an amended charge, and complaints as described more fully below.

The Stipulation remedies the allegations contained in the Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Consolidated Complaint) issued by me on September 28, 2012. The Consolidated Complaint alleges that Respondent violated Section 8(a)(1) of the Act by engaging in numerous unfair labor practices its employees working at the Phoenix Sky Harbor International Airport started organizing in support of the Union. The violations include : threatening employees by telling Union representatives and employees to leave Respondent's property; summoning police to Respondent's facility to remove employees from its property; prohibiting employees from wearing Union insignia while at work; and maintaining 10 separate overly-broad and discriminatory rules in its Employee Handbook for Hourly Employees (Employee Handbook).

The Stipulation requires Respondent to cease and desist from engaging in the alleged unfair labor practices. In addition, the Stipulation also requires that Respondent: (1) rescind and give no effect to the overly-broad and discriminatory rules in its Employee Handbook and furnish all current employees, nationwide, with inserts for the Employee Handbook wherever the handbook has been distributed and maintained; and (2) advise employees that the rules have been rescinded, and to post an appropriate Notice to Employees on a nationwide basis, in languages to be determined by the Regional Director. Furthermore, the Stipulation provides for a reading of the Notice to Employees by a responsible agent of Respondent or by an agent of the Board in the presence of a responsible agent of Respondent, including at multiple meetings and in other languages as necessary and to be determined by the Regional Director.

The correct contact information for each of the parties is as follows:

Respondent:

GCA Services Group, Inc.  
2820 W. Broadway Road, Suite 9  
Mesa, Arizona 85202

Daniel A. Ward, Esq.  
Counsel for Respondent  
Frantz Ward, L.L.P.  
2500 Key Center  
127 Public Square  
Cleveland, OH 4414-1230

Charging Party:

United Food and Commercial Workers Union, Local 99  
2401 North Central Avenue, Floor 2  
Phoenix, Arizona 85004-1331

Eric B. Myers, Esq.  
Counsel for the Union  
Davis, Cowell & Bowe, LLP  
595 Market Street, Suite 1400  
San Francisco, California 94105-2821

  
C.A.O.

*Done  
1/23/12*

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

**GCA SERVICES GROUP, INC.**

**and**

**Cases 28-CA-080785  
28-CA-083504**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 99, AFL-CIO**

**FORMAL SETTLEMENT STIPULATION**

**I. INTRODUCTION**

Through this formal settlement stipulation, the parties to this proceeding -- GCA Services Group, Inc. (Respondent), the United Food and Commercial Workers Union Local 99, AFL-CIO (Charging Party or the Union), and the Acting General Counsel of the National Labor Relations Board (General Counsel) -- agree that, upon approval of this stipulation by the Board, a Board Order in conformity with its terms will issue and a court judgment enforcing the Order will be entered. The parties also agree to the following:

**II. JURISDICTION**

- 1) Respondent is a Delaware corporation with an office and place of business in Mesa, Arizona (Respondent's facility). It is engaged in the janitorial and facilities maintenance industry and provides services to various locations across the United States including the City of Phoenix, Sky Harbor International Airport and rental car facilities in the Phoenix, Arizona area ("Respondent's Jobsite").
- 2) In conducting its business operations during the one-year period ending May 10, 2012, Respondent purchased and received at Respondent's facility, goods valued in excess of \$50,000 directly from outside the State of Arizona.
- 3) Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**III. LABOR ORGANIZATION STATUS**

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The United Food and Commercial Workers Union Local 99, AFL-CIO, is now, and has been at all material times, a labor organization within the meaning of Section 2(5) of the Act.

### III. PROCEDURE

- 1) FILING AND RECEIPT OF CHARGES. The charge in case 28-CA-080785 , was filed by the Charging Party on May 10, 2012, which was served on Respondent on May 11, 2012. The a charge in Case 28-CA-083504 was filed on June 19, 2012, by the Charging Party, and served on Respondent on June 20, 2012. The amended charge in Case 28-CA-083504, was filed on September 24, 2012, by the Charging Party and served on Respondent on September 25, 2012. Respondent acknowledges receipt of the charges and amended charge.
- 2) ISSUANCE OF COMPLAINT AND NOTICE OF HEARING. On July 31, 2012, the Regional Director for Region 28 of the Board issued a Complaint and Notice of Hearing in Case 28-CA-080785 (First Complaint), alleging that Respondent violated the National Labor Relations Act. Respondent and the Charging Party each acknowledge receipt of a copy of the Complaint, which was served by regular U.S. mail on July 31, 2012. On September 28, 2012, the Regional Director for Region 28 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (Consolidated Complaint). Respondent and the Charging Party each acknowledge receipt of a copy of the Consolidated Complaint, respectively.
- 3) WAIVER. All parties waive the following: (a) filing of answers; (b) hearing; (c) administrative law judge's decisions; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.
- 4) THE RECORD. The entire record in this matter consists of the following documents: this stipulation; the charges and amended charges and the Consolidated Complaint. Copies of the charges, amended charge and the Consolidated Complaint are attached as Exhibits A through F.
- 5) ENTIRE AGREEMENT. This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it. It is understood that the signing of this stipulation by Respondent does not constitute an admission that it has violated the Act.



Page 11/23/2018

**GCA Services Group, employees, and customers is intended for use within the scope of your job at the facility. A breach of confidentiality may be cause for disciplinary action, up to and including termination.**

**(2) At Page 9:**

**Employment Record Access**

**Your employment record is considered confidential and includes your resume, benefit selections, performance reviews, employment history, and other employment information. Personnel files are the property of GCA and access to the information contained therein is restricted in accordance with state and/or federal law.**

**(3) At Page 10:**

**Non-Harassment**

**\* \* \* \* \***

**GCA strongly encourages the prompt reporting of all incidents of discriminatory harassment. If an employee believes that he or she has been subjected to sexual or other discriminatory harassment, or if an employee has observed such harassment directed toward a fellow employee, GCA requires him or her to promptly notify their Account Manager, their Human Resources Representative, or the Vice President of Human Resources for prompt investigation and resolution. Any manager or director who receives a report of harassment must immediately notify their Human Resources Director.**

**When a report of discriminatory harassment is made as specified above, the Human Resources Department will ensure a prompt investigation as deemed appropriate under the circumstances. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. Confidentiality will be maintained throughout the investigative process to the extent practicable and consistent with the Company's needed to undertake a full investigation.**

**(4) At Page 14:**

**Company Work Rules and Regulations**

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Employees have a responsibility to perform their assigned job in a satisfactory and conscientious manner and to conduct themselves according to reasonable standards of conduct. Below is a list of standards to guide employee conduct while at work. Please read them carefully and be sure you understand them. Some of these rules are so serious that even a single violation may result in discharge (major offenses). With other violations; you may be warned and given another chance (minor offenses). Obviously we could not cover everything in these rules, and we expect the employee to use his or her common sense. Some behavior not specifically listed below may lead to discipline up to termination depending upon its severity. Therefore, if unsure what to do in a given situation, it is the employee's responsibility to speak to his or her supervisor before acting.

**Major Offenses (May result in Immediate discharge)**

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**A2. Breach of Trust—Failure to maintain confidentiality.**

(5) At Page 15:

**Minor Offenses (infractions generally requiring progressive discipline)**

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**B3. Leaving work area or the property without authorization.**

(6) At Page 15:

**B9. Loafing or loitering on the job.**

(7) At Page 15:

**B.11 Conducting oneself in a disorderly, or offensive manner, engaging in horseplay.**

(8) At Page 17:

**Use of Communication Systems**

**It is the intent of GCA Services Group to provide the communication systems necessary for the conduct of its business.**

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**Employees are expected to adhere to proper use of all communication systems. These include, but are not limited to, telephone, electronic mail (e-mail), facsimile, Internet, corporate Intranet, voice mail, computer terminals, modems, and systems software.**

**The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages, or information in the systems.**

**The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security, and scrutiny as any other corporate correspondence. E-mail communications must be written in accordance with customary business communications. E-mail communications are official internal Company communications, which may be subject to summons in legal proceedings. Work-related messages should only be directed to the affected employee(s) rather than sending a global message to all employees.**

**The Company's communication systems shall not be used as a forum to promote political or religious causes or to solicit or proselytize for commercial ventures, outside organizations, or other non-job-related solicitations, or any illegal activity. The Company also prohibits offensive or improper messages or opinions: transmission of sexually explicit images, messages, cartoons, or other such items; or messages that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, marital status, age, disability, religion, veteran status, genetic information or any other protected category on the Company's communication systems.**

**Employees shall not attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access an employee's messages at any time, without notice to the employee.**

**Any violation of these guidelines may result in disciplinary action, up to and including termination.**

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**For additional information, refer to the "Corporate Computer Use Policy". This expanded policy is available through the Information Technology Department or on the Company Intranet at <https://portal.gcaware.com/default.aspx>.**

**(9) At Page 18:**

**Section V. Work Conditions**

**No-solicitation and No-Distribution Rule**

**Because of the need to maintain an atmosphere conducive to our goals of high quality service and employee productivity, the Company has adopted this policy with regard to solicitations and distributions on the jobsite, regardless of whether the jobsite is on Company property or property of our customer.**

**You, as an employee, are not permitted to solicit employees in work areas during work time. You are also not permitted to distribute non-Company material to employees in work areas on work time or on non-work time.**

**The Company's e-mail system is not to be used for non-job related solicitations.**

**Non-employees are not allowed to solicit employees or to distribute material to employees on the jobsite, except as permitted by law.**

**Bulletin boards are maintained in the office for Company information. Bulletin boards are for official Company communications; employees may not post personal items or notices on bulletin boards.**

**(10) At Page 20:**

**Timekeeping & Payroll**

**Loitering**

**To prevent interruption of the work schedules of others, you are expected to leave the work area immediately following completion of your working hours. Whether you may remain in nonworking areas depends upon the laws and regulations which apply to your**

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particular worksite. However, you must not leave your workstation before your shift ends without the permission of your supervisor. The practice of having children or other members of your family or friends waiting for you at the jobsite or areas other than public waiting rooms is against Company policy.

(b) Threatening employees with disciplinary action or discharge if they violated any of the above rules in paragraph 1(a).

(c) Threatening employees by telling Union representatives and employees to leave Respondent's property because they engage in union and other protected concerted activities.

(d) Threatening employees by summoning the police to Respondent's facilities to remove employees from its property when they are engaged in union and other protected concerted activities.

(e) Instructing employees to remove union insignia from their uniforms while permitting other employees to wear other insignia.

(f) In any other like or related manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Rescind and give no effect to the overly-broad and discriminatory rules in its Employee Handbook For Hourly Employees.

(b) Upon approval of this stipulation and receipt of the Notice(s) from the Region, which may include Notice(s) in more than one language as deemed appropriate by the Regional Director, the Respondent will post immediately in conspicuous places in and about its facility in Mesa, Arizona, and in conspicuous places in and about Respondent's jobsite at the Sky Harbor International Airport in Phoenix, Arizona, including all terminals and the rental car center where Respondent occupies its offices, break rooms and other related areas, including all places where notices to employees are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice marked "Appendix

10/23/2012

**A" (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notice(s) to be signed by a responsible official of the Respondent and the date of actual posting to be shown thereon.**

- (c) **In addition to physical posting of paper Notices, Respondent will furnish all current employees, nationwide, with inserts for Respondent's Employee Handbook For Hourly Employees that (a) advise that the unlawful rules have been rescinded, or (b) provide language of lawful rules, or 2) publish and distribute a revised Employee Handbook For Hourly Employees that (a) do not contain the unlawful rules, or (b) provide the language of lawful rules; post in all of Respondent's facilities on a nationwide basis, where Respondent's Employee Handbook For Hourly Employees has been distributed and maintained, a notice to employees regarding the alleged unlawful conduct alleged in paragraph 5; and as part of the remedy for the unfair labor practices alleged above in paragraphs 2(a) through 2(e); Respondent will, by a responsible management official, or by a Board agent in the presence of a responsible management official, read aloud the Notice to Employees of the Respondent to all employees employed by the Respondent at its Mesa facility and in and about Respondent's jobsite at the Sky Harbor International Airport in Phoenix, Arizona, including all terminals and the rental car center where Respondent occupies its offices, break rooms, including at multiple meetings if necessary to insure that the Notice to Employees is read to all such employees, and including with appropriate translations in the primary languages spoken by the Respondent's employees, within 14 days from the commencement of the standard posting period.**
- (d) **This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.**
- (e) **Within 21 days after service by Region 28, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.**

#### **V. ENFORCEMENT OF ORDER**

**The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment including**

*Done  
10/23/2012*

compliance with the order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that it has not already done so.

GCA Services Group, Inc.

Respondent

By

*Daniel A. Ward*  
Daniel A. Ward, Attorney at Law  
Frantz Ward, L.L.P.  
2500 Key Center  
127 Public Square  
Cleveland, OH 44114-1230

*10/23/2012*  
Date

United Food and Commercial Workers Union  
Local 99, AFL-CIO

Charging Party

By

*Myrtin Hernandez*  
Myrtin Hernandez  
Director of Organizing  
2401 N. Central Avenue  
2<sup>nd</sup> Floor  
Phoenix, AZ 85004

*10/30/12*  
Date

Approval recommended:

*William Mabry III*  
William Mabry III  
Field Attorney  
National Labor Relations Board  
Region 28  
2600 North Central Avenue, Suite 1400  
Phoenix, Arizona 85004-3019

*10/30/12*  
Date

*ppw  
10/23/2012*

**APPENDIX A**

**Insert the following language on NLRB Form 4728:**

Posted pursuant to a stipulation providing for a Board order and a consent judgment of any appropriate United States Court of Appeals

**FEDERAL LAW 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** do anything that interferes with these rights. More particularly:

**YOU HAVE THE RIGHT** to bring issues and complaints to us on behalf of yourself and other employees including complaints regarding how your supervisor treats you in the workplace. **WE WILL NOT** do anything to interfere with your exercise of those rights.

**WE WILL NOT** maintain overly-broad confidentiality rules in our Employee Handbook For Hourly Employees that prohibit you from discussing with others information you learned as you perform your job, or tell you that your employment record is confidential, or that confidentiality will be maintained during harassment investigations, or tell you that a failure to maintain confidentiality is a breach of trust.

**WE WILL NOT** maintain overly-broad no-loitering rules in our Employee Handbook For Hourly Employees that prohibit you from leaving your work area, or our property, or from leaving your workstation before your shift ends without authorization or the permission of your supervisor.

**WE WILL NOT** maintain an overly-broad rule in our Employee Handbook For Hourly Employees that prohibits you from conducting yourself in an offensive manner.

**WE WILL NOT** maintain overly-broad rules in our Employee Handbook For Hourly Employees that prohibit you from using our communications system, including our e-mail system, to promote outside organizations or distribute other non-job related solicitations.

**WE WILL NOT** threaten you with disciplinary action or discharge if you violate any of the overly-broad and discriminatory rules in our Employee Handbook for Hourly Employees.

**WE WILL NOT** threaten you by telling you and Union representatives to leave our property because you are engaging in Union and other protected concerted activities.

10/23/2012

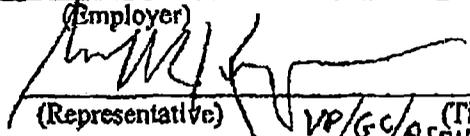
**WE WILL NOT** threaten you by summoning the police to remove you from our facility because you engage in Union and other protected concerted activities.

**WE WILL NOT** instruct you to remove Union insignia from your uniform, while allowing other employees to wear other insignia.

**WE WILL NOT** in any similar way, frustrate the exercise of any of the rights stated above.

**WE WILL** revise or rescind the rules described above in our Employee Handbook For Hourly Employees and, **WE WILL** furnish employees nationwide with inserts for the current editions of the in our Employee Handbook For Hourly Employees that advise that the rules described above have been rescinded, or provide the language of revised rules; or provide with you with an Employee Handbook For Hourly Employees that does not contain those rules.

**GCA SERVICES GROUP, INC.**

Date: 23 October 2012 By:   
(Employer) (Representative)

VP/GC/ (Title)  
ASSISTANT  
SECRETARY

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 Las Vegas Resident Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov)

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Phoenix, Arizona 85004-3019 - (602) 640-2160