

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

ABM INDUSTRIES GROUP, LLC

and

Case 13-CA-183244

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 727**

DECISION AND ORDER

Statement of the Case

On June 19, 2017, ABM Industries Group, LLC (the Respondent), International Brotherhood of Teamsters, Local 727 (the Union), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Respondent's business

(a) At all material times, the Respondent, with an office and place of business in Chicago, Illinois (the Respondent's facility), has been engaged in the business of providing parking and valet services.

(b) During the past calendar year, a representative period, the Respondent purchased and received goods and materials valued in excess of \$50,000 directly from points located outside the State of Illinois.

(c) At all material times, the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, ABM Industries Group, LLC, Chicago, Illinois, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and/or refusing to provide and/or delaying in providing or only partially providing relevant information to the Union in its role as bargaining representative.

(b) Promulgating or administering overly broad rules that interfere with and/or restrict employees' Section 7 rights.

(c) Making unilateral changes to employees' terms and conditions of employment without first notifying and offering to bargain with the Union; and

(d) In any like or related manner, interfering with employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

2. The Respondent has provided the following information to the Union:

1. A copy of any and all agreements, policies, rules, or documentation (excluding the parties' collective bargaining agreement) upon which ABM (the Company's) decision in this matter was made;

2. Any and all documentation and/or communications related to any meetings held with the Grievants concerning the allegations by the Company related to this matter;

3. Any and all documentation and/or communications related to employee interviews conducted by the Company related to the termination of the Grievants;

4. Any and all documentation and/or communications related to allegations and/or ABM's alleged investigation of the allegations against the Grievants;

5. A copy of any and all communications between the Grievants and management/ supervisors of the Company related to the Grievants;

6. Any and all communications to or from Rhonda Spicer/Evans, Jeremy McFadden, Eric Koprowski, Matt Andrews, and/or Alberto (former supervisor/manager at Marina Tower) related to the use of “yellow tickets” allegedly used at Marina Tower;
7. A copy of any and all letters issued to the Grievants related to their terminations or disciplines;
8. A copy of any and all video recordings related to the allegations against the Grievants;
9. A copy of any and all written statements or transcripts of oral statements made by residents, customers, or clients relating to the discipline or allegations against the Grievants;
10. A copy of any and all discipline issued to bargaining unit members for conduct similar to the Grievants for the past five (5) years;
11. A copy of any and all notes taken by Company employees, during any meeting(s) held with the Union representative, the Grievants, or both, regarding the Grievants;
12. A full and complete breakdown, by location, of every color ticket issued and used by ABM at all of its locations during the term of the Grievants’ employment;
13. Any and all video footage from security cameras at Marina Tower relied upon by ABM or any video footage of the allegations;
14. Any and all shift reports, consolidated worksheets, and daily reports for Marina Tower from the Grievants’ date of hire to present;
15. Any and all documentation related to interviews or statements made by Michael Shenaults and/or reports generated by him related to this matter;
16. Any and all communications related to the allegations against the Grievants including any communications between Alberto and ABM;
17. Copies of the schedules at Marina Tower for the year prior to the Grievants’ terminations; and
18. Any and all SCORE records related to the Grievants.

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

(a) Rescind the following portions of the Confidentiality Agreements the Respondent had Local Union 727 members sign around March 2016, and provide Local Union 727 members with a separate formal notice of rescission:

By signing below, you agree that you will not discuss the allegations made or your participation in the investigation with your co-workers, building tenants, or our customers. If you fail to maintain this confidentiality, you may be subject to discipline up to and including termination.

(b) After the Regional Office has sent copies of the approved Notice (attached as “Appendix”) to the Respondent in English and Spanish, and in additional languages if the Regional Director decides that it is appropriate to do so, a responsible official of the Respondent will then sign and date those Notices and immediately post them in prominent places, to include the parking/cashier booths, and all places where the Respondent

normally posts notices to employees at the Respondent's facility. The Respondent will keep all Notices posted for 60 consecutive days after the initial posting. The Respondent will also copy and mail, at its own expense, a copy of the attached Notice to all Teamsters Local 727 members who were employed at any time since December 21, 2016. Those Notices will be signed by a responsible official of the Respondent and show the date of mailing. The Respondent will provide the Regional Director written confirmation of the date of mailing and a list of names and addresses of employees to whom the Notices were mailed.

(c) Notify the Regional Director of Region 13, in writing, within 21 days from the date of this Order, what steps the Respondent has taken to comply.

Dated, Washington, D.C., September 20, 2017

Philip A. Miscimarra, Chairman

Mark Gaston Pearce, Member

Lauren McFerran, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**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 a representative to bargain with your employer 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 fail and/or refuse to provide relevant information to the Union in its role as bargaining representative.

WE WILL NOT delay in providing, or only partially provide, relevant information to the Union in its role as bargaining representative.

WE WILL NOT unilaterally and without notice to the Union promulgate or administer the following confidentiality prohibition:

By signing below, you agree that you will not discuss the allegations made or your participation in the investigation with your co-workers, building tenants or our customers. If you fail to maintain this confidentiality, you may be subject to discipline up to and including termination.

WE WILL NOT in any like or related manner interfere with employees in the exercise of the rights guaranteed to them in Section 7 of the Act.

WE WILL provide all outstanding information to the Union that was requested on August 18, 2016.

WE WILL rescind the confidentiality policy described above.

ABM INDUSTRIES GROUP, LLC

The Board's decision can be found at <http://www.nlr.gov/case/13-CA-183244> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

