

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

WALDEN SECURITY, INC. *

Respondent, *

and *

**Cases 14-CA-170110
18-CA-170129
16-CA-170337
15-CA-176496**

**UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA, *
INTERNATIONAL UNION JOINTLY *
WITH ITS MEMBER LOCALS 85, 86, *
109, 110, 152, 161, 167, 173, 175, 220, ***

Charging Party. *

* * * * *

**RESPONDENT'S MOTION TO REOPEN AND SUPPLEMENT
THE RECORD WITH FURTHER EVIDENCE**

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Respondent Walden Security, pursuant to Section 102.48(b)(1) of the Board's Rules and Regulations, as amended, hereby respectfully moves the Board for an order reopening the record in this proceeding for the limited purpose of supplementing the record with the following proposed exhibits: (1) an affidavit of Mick Sharp, Vice President of Respondent's Federal Services Division, dated October 9, 2017 (annexed hereto as Respondent's Proposed Ex. A); (2) copies of unfair labor practice charges filed by the Charging Party United Government Security Officers Association, International Union and certain of its member Local Unions in case nos. 28-CA-158851, 10-CA-159045, and 09-CA-160625, as well as letters from the Board confirming the withdrawal of those charges (Respondent's Proposed Ex. B); (3) a copy of a PowerPoint presentation concerning Respondent's benefit offerings, which Respondent's representatives presented at the town hall meetings announced by the notices that are identified in the Stipulated Record in this proceeding as Exhibits JT 2(a)-2(aa) (Respondent's Proposed Ex. C); and (4) a standard form offer letter dated October 23, 2015, which was sent to each predecessor employee selected for employment by Respondent (Respondent's Proposed Ex. D).

I. INTRODUCTION

In a Decision dated July 7, 2017, Administrative Law Judge Melissa M. Olivero held that Respondent Walden Security was a "perfectly clear" successor employer to Akal Security ("Akal") when Respondent took over the contract with the United States Marshals Service ("USMS") to provide court security officer services at federal courthouses in the 5th and 8th Federal Judicial Circuits, which previously had been performed by Akal.¹ When it took over operations under this USMS contract on December 1, 2015, Respondent had set new initial terms and conditions employment for the Court Security Officers ("CSO") providing services under the

¹ Some of the documentation relating to Respondent's taking over the CSO contract refers to the 1st Circuit as well as the 5th and 8th Circuits. Employees working in the 1st Circuit were not covered by the underlying charges and have not been at issue in this matter.

contract. Judge Olivero held that Respondent, as a “perfectly clear” successor employer, was required to negotiate with the bargaining representatives of the predecessor’s employees before making changes to the terms and conditions of employment that had been in effect under Akal, and therefore found that Respondent’s failure to do so violated the Act.

Concurrently with this Motion, Respondent has filed Exceptions to Judge Olivero’s decision (the “ALJ Decision”). Respondent’s exceptions fall into two categories: (1) the ALJ Decision cannot stand when additional relevant evidence, which is subject of this Motion, is properly taken into consideration, and (2) even without the new evidence, the ALJ Decision must be reversed.

This Motion seeks to supplement the record with relevant evidence regarding Respondent’s intent to set new initial terms and conditions of employment, as well as evidence regarding the process by which Respondent hired CSOs to work on the 5th and 8th Circuit contract, all of which was inexplicably omitted from the record below. The ALJ’s determination was based on a stipulated record which included three pieces of evidence concerning Respondent’s hiring process: (1) a non-substantive letter of introduction from Respondent to the predecessor’s employees, referred to as the “transition letter” in the ALJ’s Decision, (2) flyers distributed by Respondent to the predecessor’s employees announcing town hall meetings throughout the 5th and 8th Circuits, and (3) a document entitled “Policies & Procedures” containing much of the new terms and conditions of employment implemented by Respondent upon its commencement of operations under the contract for the 5th and 8th Circuits.

The evidence proffered with this Motion directly bears upon the central issues in this case – indeed, it is outcome determinative. The evidence which Respondent seeks to introduce consists of:

- Facts regarding Respondent's setting new initial terms and conditions of employment when it took over another CSO contract – this one for the 6th Circuit – covering employees represented by the same UGSOA International Union as the employees at issue here, *seven months before* the contract for the 5th and 8th Circuits at issue here. These facts are contained in an affidavit of Mick Sharp, the Vice President of Respondent's Federal Services Division, who was responsible for managing the transition of the USMS contracts from the predecessor contractor to Respondent. (*See* Respondent's Proposed Ex. A.)
- ULP charges filed by the UGSOA International Union and certain of its member Local Unions in the 6th Circuit, alleging that Respondent was a “perfectly clear” successor to Akal with respect to the 6th Circuit contract, and letters confirming the withdrawal of such charges. (*See* Respondent's Proposed Ex. B.)
- Facts regarding what transpired at the town hall meetings held by Respondent in the 5th and 8th Circuits. At those meetings, Respondent's representatives provided information about the changed employment terms and conditions that it would be implementing and gave CSOs the opportunity to apply for employment with Respondent. These facts are also contained in the Sharp Affidavit. (*See* Respondent's Proposed Ex. A.)
- A PowerPoint presentation that Respondent presented at each town hall meeting in the 5th and 8th Circuits showing the various fringe and other benefits that Respondent would be offering upon commencement of operations. (*See* Respondent's Proposed Ex. C.)
- The offer letter constituting the actual invitation to accept employment with Respondent. (*See* Respondent's Proposed Ex. D.)

As discussed herein, this evidence is relevant and outcome determinative because:

- It establishes that the Union its members had notice, based on Respondent's actions in the 6th Circuit and the Union's response thereto, *prior to* any communication from Respondent to predecessor employees in the 5th and 8th Circuits, that Respondent intended to set new initial employment terms when operations commenced.
- The Union's knowledge of Respondent's prior actions in the 6th Circuit, in circumstances that were identical in all material respects to the takeover of the contract for the 5th and 8th Circuits, makes it implausible – and objectively unreasonable – for any employee to claim that the transition letter or town hall meeting notice was somehow misleading or unclear about Respondent's intent to change employment terms.
- The evidence demonstrating what transpired at the town hall meetings establishes that Respondent informed Akal's employees that there would be changed employment conditions well before any of them were invited to accept employment. Further, as the town hall meetings commenced only 4 days after the first transition letters and meeting notices were distributed, any purported confusion about Respondent's intentions was cleared up no more than 4 days later – which was still *10 weeks before* Respondent commenced operations on December 1, 2015.

- At the town hall meetings, which occurred between 6 and 10 weeks *before* December 1, 2015, Respondent provided details on its own benefit offerings, objectively demonstrating to predecessor employees that there would be changed terms and conditions if they became employed by Respondent. In addition, Respondent gave employees the opportunity to apply for employment at the town hall meetings, confirming that Respondent did not intend to retain all predecessor employees.
- The October 23, 2015 offer letter (the “Offer Letter”) was the only invitation to accept employment with Respondent – not, as the ALJ erroneously found, the transition letter which merely (if inartfully) sought to introduce Respondent to the predecessor employees and provide some information about the events that would follow. The Offer Letter, moreover, reiterated that Respondent was not assuming the predecessor’s CBAs, and it enclosed a copy of the Policies & Procedures document that Respondent planned to implement upon taking over operations. Thus, predecessor employees were fully apprised of the changed employment terms that would apply to them if they accepted Respondent’s offer of employment more than 5 weeks before their employment with the predecessor would come to an end.

In short, the proffered evidence demonstrates that the concern underlying the standard articulated in *Spruce Up Corp.*, 209 NLRB 194 (1974), *enfd.*, 529 F.2d 516 (4th Cir. 1975), for the “perfectly clear” exception – to prevent successor employers from inducing predecessor employees into adversely relying on a false expectation of continued employment on the same terms and conditions as those maintained by the predecessor – could not possibly have been implicated in this case. The evidence shows that Akal’s employees never were misled or misinformed about Respondent’s intentions to set new initial terms and conditions; that they had notice of those intentions even before Respondent announced it had been awarded the contract – *i.e.*, prior to the transition letter, which was the sole communication the ALJ relied upon in making her determination – and that Respondent reiterated those intentions in no uncertain terms repeatedly throughout the hiring process; that Respondent explicitly informed employees that it would not be assuming the predecessor’s CBAs and would be implementing changed employment terms, and provided detail about key elements of those terms (*i.e.*, benefits) at the town hall meetings, the first of which occurred only a few days after the first transition letter was distributed which was more than 10 weeks before Respondent actually commenced operations;

that employees received this information at the town hall meetings *before* they applied for employment with Respondent at those meetings; and that when employees were actually invited to accept employment – via the Offer Letter – Respondent simultaneously reiterated that employment would be on changed terms and conditions.

This Motion does not create any issue of surprise, nor does it introduce new or collateral issues to this case. All of the proffered evidence – the exhibits as well as the facts contained in the Sharp Affidavit – is information of which the Union and its members were already aware. In addition, all of it is directly related to evidence that is already part of the stipulated record; in essence, the proffered evidence is merely an extension or clarification of the evidence already in the record, filling in the gaps where the record is deficient.

Thus, there is no substantive basis for excluding this evidence. Had it been proffered when the stipulated record was being created, or at a hearing if the case had followed that course before the ALJ, it would have been admitted as relevant and highly probative of the central issue of the case. Respondent candidly cannot explain why its prior representative, who is not an attorney, entered into a stipulated record which did not contain this evidence. Also inexplicable is the ALJ's evident, albeit implicit determination that a question of "perfectly clear" successorship could or should be decided on a record that omitted critically important – and legally significant – direct communications between the successor and the predecessor's employees.

But regardless of the reason for the failure to include this evidence, there is no question that the evidence is relevant and directly affects the outcome of this case. It demonstrates that Respondent plainly did not forfeit its *Burns* right to set new initial employment terms by either act or omission. Excluding this evidence would permit an incorrect and factually unsupported

result to stand. The Board should exercise its discretion to prevent this unfair and truly unjust outcome.

II. BACKGROUND

A. Relevant Facts²

Respondent Walden Security (“Respondent” or “Walden”) has a number of contracts with the United States Marshals Service (“USMS”) to provide Court Security Officer services for federal courthouses in several federal judicial circuits. (GC Ex. 1(o), ¶ 2A, and 1(q).) This case concerns employees performing services under Respondent’s contracts for the 5th and 8th Circuits. Respondent was awarded the 5th and 8th Circuit contracts by the USMS on or around September 11, 2015, and took over operations on December 1, 2015. (GC Ex. 1(o), ¶ 3G; Resp. Prop. Ex. A at ¶ 8.)

Prior to that date, a predecessor employer, Akal Security, Inc. (“Akal”), provided substantially the same court security officer services for the USMS at the federal courthouses in the 5th and 8th Circuits. (GC Ex. 1(o), ¶¶ 3A and 3G.) Most of the CSOs employed by Akal were jointly represented for purposes of collective bargaining in a number of bargaining units by the UGSOA International Union as well as various UGSOA-member Local Unions (when referred to collectively, the International Union and the relevant UGSOA Local Union(s) are hereinafter referred to as the “Union”). (GC Ex. 1(o), ¶¶ 6B-E, 7B-E, 8B-E, 9B-E, 10B-E, 11B-E, 12B-E, 13B-E, 14B-E, 15B-E, 16B-E; GC Ex. 1(q).) The terms and conditions of employment for these CSOs were contained in separate collective bargaining agreements, for each unit, between Akal and the unit’s bargaining representatives – both the particular UGSOA Local Union and the International Union. (SOF ¶5K, GC Ex. 1(o), ¶¶ 6-16.) Up until the time

² References to the stipulated record herein are to the Joint Motion and Stipulation of Facts (“SOF”), to the General Counsel’s exhibits (“GC Ex.”) and to the Joint Exhibits (“JT”).

Respondent took over operations under the 5th and 8th Circuit contracts on December 1, 2015, each Union-represented bargaining unit had been covered by a collective bargaining agreement between Akal and the Union which had been effective October 1, 2015. (*Id.*)

Even before Respondent was awarded the 5th and 8th Circuit contracts by the USMS, Respondent was already performing the same CSO services for the USMS at federal courthouses in the 6th Circuit pursuant to a separate contract with the USMS. Respondent had been awarded the 6th Circuit contract for CSO services on or around December 9, 2014, and took over operations under that contract on February 1, 2015. (Resp. Prop. Ex. A at ¶ 3.) Prior to Respondent's taking over that contract, the UGSOA International Union and other UGSOA Local Unions had represented bargaining units comprised of CSOs assigned to certain courthouses in the 6th Circuit. (Resp. Prop. Ex. A at ¶ 6.) As later was the case in the 5th and 8th Circuits, those UGSOA-represented bargaining units in the 6th Circuit were each covered by collective bargaining agreements between the predecessor 6th Circuit contractor, which also was Akal, and the Union (both the UGSOA International Union and their particular UGSOA Local Union), until Respondent's commencement of operations under the 6th Circuit contract on February 1, 2015. (*Id.* at ¶¶ 4, 6.)

Respondent did not assume Akal's CBAs in the 6th Circuit when it took over that contract. (Resp. Prop. Ex. A at ¶ 7.) Rather, prior to its commencement of operations on February 1, 2015, Respondent undertook a transition process that was substantially similar to the one it undertook in the 5th and 8th Circuits. (*Id.* at ¶¶ 5, 7.) Respondent's representatives held town hall meetings at locations in each Federal District within the 6th Circuit at which the predecessor's employees were provided information about the process of transitioning the USMS contract from Akal to Respondent as well as new employment policies and benefits that would

be implemented by Respondent. (*Id.* at ¶ 5.) The predecessor employees also were invited to submit employment applications at the town hall meetings. (*Id.*) Subsequently, qualified and approved applicants received offer letters from Respondent and were also provided copies of Respondent’s Policies & Procedures document, a manual setting forth the terms and conditions of employment that would go into effect on February 1, 2015, which was identical in all material respects to the 5th and 8th Circuits Policies & Procedures document that Respondent distributed to the predecessor’s employees when they received their offer letters (as discussed in more detail below) (*See* Resp. Prop. Ex. A at ¶¶ 5, 12-13; SOF ¶ 5Q; JT 3.)

Respondent unilaterally implemented new initial terms and conditions of employment with respect to the UGSOA-represented CSOs in the 6th Circuit on February 1, 2015. (Resp. Prop. Ex. A at ¶ 7; Resp. Prop. Ex. B.) In August and September 2015, the International Union and the affected UGSOA Local Unions filed unfair labor practice charges alleging that Respondent was a “perfectly clear” successor to Akal and, as such, had unlawfully failed to bargain over changes to the terms and conditions that had been in effect under the predecessor contractor. (Resp. Prop. Ex. A at ¶ 8; Resp. Prop. Ex. B.) Those charges were ultimately withdrawn, and subsequently, as stated in the Stipulated Record, Jeff Miller, the International Union’s Director, negotiated new collective bargaining agreements covering the UGOSA Local Unions in the 6th Circuit. (Resp. Prop. Ex. A at ¶ 8; SOF ¶ 5M.)

As for the 5th and 8th Circuits, as set forth in the Stipulated Record, starting shortly after being awarded that contract by the USMS, between September 15 and October 8, 2015, Respondent distributed the “transition letter” to Akal’s employees in the 5th and 8th Circuits. (SOF ¶ 5A.) During the same period, Respondent also distributed notices for town hall meetings to be held for each 5th and 8th Circuit district which were virtually identical to one another

except for the location, date and time of the meeting. (SOF ¶ 5D; JT 2(a)-2(aa).) For two bargaining units (the Des Moines Unit and the West Texas Unit), the transition letter was distributed to employees before the town hall meeting notice was distributed to those employees, although there is no evidence in the record establishing how much earlier the transition letter was distributed before the meeting notice. (SOF ¶ 5E.) For all of the remaining units, the record does not indicate whether the transition letter was distributed before, simultaneously with, or after the town hall meeting notices were distributed to the Akal employees. (SOF ¶ 5F.)

The transition letter was a generic letter of introduction from Respondent's President and its Chairman and C.E.O., apprising CSOs in the 5th and 8th Circuits that Respondent had been chosen by the USMS to administer the CSO contract for those circuits starting December 1, 2015. (SOF ¶ 5C; JT 1.) The letter was not individually addressed and did not affirmatively offer employment to anyone. While it stated that the reader has "joined" a premier security company, offered a "welcome" to the company, and expressed Respondent's aspiration for the "administrative management of the workforce to be seamless and remain constant," it also promised that the company "will be providing you much more information about Walden Security in the weeks ahead" which would include, *inter alia*, Respondent's "benefit package details" and "policies." (JT 1.)

As for the town hall meeting notices, after an exhortation to the reader to "Join Our Team!" the notice announced a "CSO Town Hall Meeting" for "all CSOs in the [name of city] area." (SOF ¶ 5D; JT 2(a)-2(aa).) The notice stated:

In the town hall session, you will meet the Walden Security team, learn about our company, training, and benefits, complete an employment application, ask questions and more.

(*Id.*)

The notice then advised CSOs as to “what to bring” to the meetings, with a list of specific identification documents and credentials. (*Id.*)

The town hall meetings were held in close succession. A series of town hall were held in various locations in Texas on all days but one from September 19 through September 27. (JT 2 at 2(a)—2(j).) Additional meetings were held in Iowa, Louisiana, Missouri, Arkansas, and certain Texas locations again, each day from October 9 through 19. (JT 2 at 2(k)—2(aa).) In some locations, more than one meeting was held on a single day and/or meetings were held on successive days. (JT 2.)

At these town hall meetings, just as at the town hall meetings in the 6th Circuit the previous year, Akal’s employees were provided information about the process of transitioning the USMS contract from Akal to Respondent as well as new employment policies and benefits that would be implemented by Respondent. (Resp. Prop. Ex. A at ¶¶ 5, 9-11; Resp. Prop. Ex. C.) At every one of these town hall meetings, a Walden representative informed attendees that Respondent was not assuming the CBA between Akal and their Unions, and that Respondent would implement new terms and conditions of employment upon commencement of operations on December 1, 2015. (Resp. Prop. Ex. A at ¶ 11.)

The predecessor employees were invited to submit employment applications at the town hall meetings. (*Id.*) Subsequently, qualified and approved applicants received offer letters from Respondent and were also provided copies of Respondent’s “Policies & Procedures” document for the 5th and 8th Circuits. (Resp. Prop. Ex. A at ¶ 12-13; Resp. Prop. Ex. D; *see also* JT 3.)

Effective December 1, 2015, Respondent implemented new initial terms and conditions of employment for CSOs in the 5th and 8th Circuits. (SOF ¶ 5Q.) Those terms and conditions

included the terms set forth in the Policies & Procedures document (JT 3) as well as the compensation and benefits presented at the town hall meetings.

B. The Underlying Charges

The Charging Party filed unfair labor practice (“ULP”) charges against Respondent in early 2016 in Regions 14, 15, 16 & 18 alleging that Respondent is a “perfectly clear” successor that was prohibited from changing the terms and conditions of employment existing under the predecessor employer without first bargaining with the Charging Party. Those complaints were consolidated by order dated July 26, 2016 in Region 14 for disposition by Administrative Law Judge Olivero. (GC Ex. ¶¶ 1(i)—1(n), § 1 1(o).)

C. The Record

The parties jointly stipulated to a record upon which the ALJ was to render a decision on the consolidated charges. (*See* Joint Motion and Stipulation of Facts.) In pertinent part, the stipulated record contained the transition letter (JT 1), the town hall meeting notices (JT 2(a)-2(aa)), and Respondent’s Policies & Procedures document for the 5th and 8th Circuits (JT 3).

D. The ALJ’s Decision

On July 7, 2017, the ALJ issued her decision, holding that Respondent was a “perfectly clear” successor to Akal and, as such, was required to bargain with the Charging Party prior to changing the terms and conditions of employment in place under the predecessor employer. In reaching that conclusion, the ALJ relied solely upon the transition letter which, in her view, constituted an expression of intent to hire all predecessor employees on the same terms and conditions as those in effect under the predecessor employer. Based on that holding and the fact that Respondent set its own initial terms and conditions of employment, the ALJ found that Respondent violated Sections 8(a)(5) and (1) of the National Labor Relations Act (the “Act”). The ALJ also found that the Union’s assumption that Respondent intended to seek a change in

the unit description for each bargaining unit, by removing certain classifications from the unit, did not preclude application of the “perfectly clear” exception.³

III. SUMMARY OF THE PROFFERED EVIDENCE

Proposed Ex. A: The Sharp Affidavit

The Sharp Affidavit provides relevant facts on two subjects. First, the Affidavit contains information relating to Respondent’s taking over the USMS contract for CSO services for the 6th Circuit. In particular, the Sharp Affidavit explains that Respondent followed essentially the same process in taking over the 6th Circuit contract as it did in taking over the 5th and 8th Circuit contract. The Sharp Affidavit further recounts that the UGSOA International Union, which, along with certain of its member Local Unions, represented CSOs in certain 6th Circuit locations, filed ULP charges over Respondent’s setting new initial terms and conditions of employment in the 6th Circuit, just as it did in the instant matter.

Second, the Sharp Affidavit recounts the information that Respondent’s representatives provided to attendees at the town hall meetings Respondent held in the 5th and 8th Circuits shortly after being awarded the CSO contract for those circuits by the USMS.

Proposed Ex. B: ULP Charges arising out of Respondent’s takeover of the 6th Circuit CSO Contract and letters regarding the Union’s withdrawal of the Charges.

The UGSOA International Union and certain of its members Local Unions representing CSOs in the 6th Circuit at the time filed three ULP charges in August and September 2015, claiming that Respondent was a “perfectly clear” successor to Akal in the 6th Circuit. Those charges were ultimately withdrawn.

³ On September 20, 2017, the Regional Director for Region 14 issued an Order approving the withdrawal of allegations and dismissal of the Consolidated Complaint as to four of the Charging Party Local Unions (Locals 110, 152, 161, and 167) pursuant to a settlement between Respondent and those four Locals. These Local Unions have also been referred to as the Middle Louisiana Unit, the Southern Iowa-Davenport Unit, the Southern Iowa-Des Moines Unit, and the West Arkansas Unit.

Proposed Ex. C: PowerPoint presentation on Benefit Options Offered by Walden Security

At the town hall meetings held between September 19 and October 19, 2015, Respondent's representatives presented a PowerPoint presentation, bearing a date of August 2015, on the benefit options offered by Respondent for its employees, which differed from the benefits offered by Akal Security.

Proposed Ex. D: The October 23, 2015 Offer Letter

Those Akal employees who applied and were selected for employment with Respondent were sent a copy of a standard form offer letter dated October 23, 2015. The offer letter reiterated that Respondent was not assuming Akal's CBAs and that terms and conditions of employment applicable to the offeree starting December 1, 2015 – the date he/she would cease to be employed by Akal and would become employed by Respondent should he/she choose to accept the offer – would be those reflected in the enclosed Policies & Procedures document.

IV. THE APPLICABLE LEGAL STANDARD

Section 102.48(b)(1) of the Board's Rules provides that upon filing of exceptions the Board "may reopen the record and receive further evidence before a Board Member or other Board agent or agency, or otherwise dispose of the case." Under this Rule, "[i]t is within the Board's discretion to reopen the record when it believes certain evidence should have been taken by the administrative law judge at the hearing." *The Connecticut Pen and Pencil Co., Inc.*, 242 NLRB 972, n.1 (1979), *enf. denied by NLRB v. Connecticut Pen and Pencil Co., Inc.*, 636 F.2d 1203 (2d Cir. 1980). In addition, Section 102.121 provides that the Rules "will be liberally construed to effectuate the purposes and provisions of the Act."

Concurrently with this Motion, Respondent has filed exceptions to the decision of Judge Olivero.

V. ARGUMENT

As discussed below, the record should be reopened for the purpose of receiving the proffered evidence because: (1) the evidence is relevant and, if adduced and credited, would require reversal of the ALJ's Decision; (2) the evidence is related to evidence already in the record; (3) the Charging Party is already aware of all of the proffered evidence so there is no unfair surprise nor prejudice; and (4) taking this evidence into consideration would ensure that this case is decided on a full and complete record containing all of the information regularly analyzed where "perfectly clear" successorship is in dispute. While Respondent recognizes that it did have an opportunity to submit the proffered evidence prior to the adoption of the Stipulated Record by the ALJ, this is an instance where the Board should exercise the discretion afforded by its Rules and Regulations to permit that procedural error to be corrected in order to ensure the correct substantive outcome. To exclude this probative and relevant evidence on procedural grounds would, potentially, yield a truly unjust result – treating Respondent as a "perfectly clear" successor when in reality it never was one.

A. The Proposed Exhibits Comprise Highly Probative Evidence Bearing Directly Upon The Central Issue On Appeal And Would Require A Different Result In This Case.

As set forth in detail in Respondent's Brief in Support of Exceptions to the Administrative Law Judge's Decision, the central issue in this case is whether Respondent surrendered its right under *NLRB v. Burns International Security Services, Inc.*, 406 U.S. 272 (1972), to set new initial terms on which it would hire the employees of its predecessor. The *Burns* Court recognized a limited exception to this general rule applicable to those rare and exceptional circumstances where it is "perfectly clear" that the new employer plans to retain all of the employees in the unit, in which case the successor employer would need to "consult with" the employees' bargaining representatives before setting new initial terms. In *Spruce Up Corp.*,

209 NLRB 194 (1974), the Board articulated the parameters of this extremely limited “perfectly clear” exception, holding that it

should be restricted to circumstances in which the new employer has either actively or, by tacit inference, misled employees into believing they would all be retained without change in their wages, hours, or conditions of employment, or at least to circumstances where the new employer . . . has failed to clearly announce its intent to establish a new set of conditions prior to inviting former employees to accept employment.

Id. at 195.

As the Board and courts have recognized, the rationale behind the *Spruce Up* test is that employees should be protected from adversely relying upon the erroneous belief that the successor employer will retain them on the same employment terms and conditions, as those employees could otherwise have spent the time searching for other employment: “at bottom the ‘perfectly clear’ exception is intended to prevent an employer from inducing possibly adverse reliance upon the part of employees it misled or lulled into not looking for other work.” *S&F Market Street Healthcare v. NLRB*, 570 F.3d 354, 359 (DC Cir. 2009); *International Assn. of Machinists and Aerospace Workers, AFL-CIO v. NLRB*, 595 F.2d 664, 673 at n.45 (D.C. Cir. 1978) (observing that in applying the *Spruce Up* test “the relevant factor is the degree of likelihood that incumbents will work for the successor”); *Creative Vision Resources LLC*, 364 NLRB No. 91, slip op. at 6 (2016) (“As the Board has observed, ‘[t]he *Spruce Up* test focuses on gauging the probability that employees of the predecessor will accept employment with the successor.’”) (quoting *Road & Rail Services, Inc.*, 348 NLRB 1160, 1162 (2006)); *Paragon Systems, Inc.*, 364 NLRB No. 75, slip op. at 6 (2016) (successor did not meet the “perfectly clear” exception where there was no evidence that the predecessor’s employees would be misled into believing that [the successor] was offering them employment with unchanged terms and conditions.”). Essentially, an employer may not induce such adverse reliance through

misrepresentation nor invite employees to accept employment without informing the offeree that the offer is based on changed employment terms and conditions.

Significantly, this obligation is satisfied where the successor employer provides predecessor employees with nothing more than a “portent of employment under different terms and conditions.” *Creative Vision Resources, LLC*, 364 NLRB No. 91, slip op. at 11-12 (2016) (Member Miscimarra, dissenting) (quoting *S&F Market Street Healthcare LLC v. NLRB*, 570 F.3d 354, 359 (D.C. Cir. 2009); *Ridgewells, Inc.*, 334 NLRB 37, (2001), *enf’d* 38 Fed. Appx. 29 (D.C. Cir. 2002) (same).

Thus, the inquiry under the *Spruce Up* standard is focused upon the successor employer’s expressions of intent and the employees’ understanding of the employer’s intent. Evidence relevant to this inquiry therefore includes any evidence reflecting employees’ or their union’s belief as to the employer’s intentions; any pre-takeover communications from the successor employer of which employees may have been aware; evidence of any “portent” of changed employment terms and conditions potentially received by predecessor employees; any invitation to predecessor employees to accept employment with the successor employer; and evidence establishing the sequence and timing of any of the foregoing communications, events and occurrences.

The proffered evidence fits all of these considerations and plainly bears directly upon the critical areas of inquiry under *Spruce Up*. Judge Olivero’s Decision was based solely upon the transition letter, which was distributed between September 15, 2015 and October 8, 2015, and the town hall meeting notices which were distributed during the same period as the transition notices and, for six of the seven bargaining units remaining in this case, may have been

distributed before, after, or at the same time as the transition letters. (SOF ¶ 5A-E⁴.) While the Stipulated Record also establishes that Respondent took over operations – and thus first employed predecessor employees – on December 1, 2015, on which date the Policies & Procedures document (JT 3) went into effect (SOF ¶ 5Q), it contained no evidence regarding events preceding the transition letter, events occurring between the transition letter and Respondent’s commencement of operations on December 1, 2015 including what transpired at the town hall meetings themselves, or the actual employment offers that Respondent extended to selected predecessor employees.

The proffered evidence bears on these critical areas of inquiry and would result in a different outcome than Judge Olivero’s in multiple respects:

- 1. The Union’s actual knowledge regarding Respondent’s prior actions in taking over the 6th Circuit CSO contract establishes that, by the time Respondent announced it had been awarded the 5th and 8th Circuit contract, the Union – and therefore its members – had a portent of changed initial employment terms and conditions even before the transition letter was distributed to Akal employees.**

The Sharp Affidavit shows that Respondent undertook a substantially similar transition process in taking over the 6th Circuit CSO contract from Akal as it followed for the 5th and 8th Circuit contract. Respondent was awarded the 6th Circuit contract in August 2014 and the transition process occurred between then and the February 1, 2015 commencement of operations. (Resp. Prop. Ex. A at ¶¶ 3-5.) As reflected in the ULP charges filed by the International Union and its 6th Circuit member Local Unions, on February 1, 2015, Respondent unilaterally set new initial terms and conditions of employment. (Resp. Prop. Ex. B; Resp. Prop. Ex. A at ¶¶ 6-8.)

⁴ According to the Stipulation of Facts, for two bargaining units, the transition letter was distributed before the town hall meeting notice (although the record does not indicate how much before). (SOF ¶ 5E.) Of those two units, only one remains in the case (the West Arkansas Unit) as the other withdrew pursuant to settlement. *See supra* n. 3.

This evidence demonstrates that by the time Respondent announced it had been awarded the 5th and 8th Circuit contract in September 2015, the Union – and therefore its members – were objectively on notice that Respondent could, and likely would, take the same action in the 5th and 8th Circuits and set new initial employment terms for those employees just as it had done in the 6th Circuit. At a minimum, the 6th Circuit experience provided notice of the *possibility* that Respondent would do the same in the 5th and 8th Circuits. Notice of that possibility constitutes a “portent” of changed employment terms, such that it was objectively *not* “perfectly clear” that Respondent would retain all employees without changing terms and conditions of employment.

2. The Union’s actual knowledge regarding Respondent’s prior actions in taking over the 6th Circuit CSO contract establishes that the transition letter could not reasonably be construed as expressing an intent to retain all Akal employees on unchanged terms and conditions.

As discussed in detail in Respondent’s Exceptions Brief, the transition letter and the town hall meeting notices both indicated that Respondent would be implementing new initial employment terms. The transition letter reflected this intent by promising to provide Akal employees with more information about *Respondent’s* policies and benefit package details in the coming weeks – information that obviously would not need to be provided if Respondent was going to maintain the predecessor’s policies and benefit package. (JT 1.) The town hall meeting notice reinforced this point by informing employees that, at the town hall meetings, Respondent would provide information about benefits and Akal employees would have the opportunity to apply for employment with Respondent, indicating that it was certainly not automatic that all predecessor employees would be retained, and those that who would be hired would be hired on different employment terms. (JT 2(a)—2(aa).)

Judge Olivero found that these clear indications of changed employment terms were somehow contradicted and vitiated by non-substantive, if inartful phrases in the transition letter “welcoming” the reader to Respondent and expressing Respondent’s aspiration for a smooth transition process for management and for the workforce. Even assuming, *arguendo*, that these phrases could reasonably create some uncertainty on the part of Akal’s employees regarding Respondent’s intentions, the Union’s knowledge of Respondent’s actions in the 6th Circuit should have removed any doubt that Respondent intended to set new initial employment terms. The Union’s knowledge, established by the Sharp Affidavit and the 6th Circuit ULP charges, provides the filter through which the transition letter and meeting notice must be (and should have been) interpreted. Context and background are obviously critical in interpreting the meaning of any communication; here, the record omitted essential evidence regarding the context and background surrounding the transition letter. With this evidence properly taken into consideration, Judge Olivero’s interpretation of the transition letter and meeting notice cannot stand, compelling a different outcome for the case.

3. The evidence of what transpired at the town hall meetings establishes that the Union and Akal employees received clear and unambiguous notice as early as September 19, 2015 – only 4 days after the transition letter was distributed – of Respondent’s intent to set new initial employment terms on December 1, 2015.

The Sharp Affidavit establishes that Respondent informed Akal employees at the town hall meetings that Respondent would not assume Akal’s CBAs and would not adhere to the terms contained therein. (Resp. Prop. Ex. A at ¶¶ 10-11.) Respondent also presented a detailed presentation about the benefit options it would offer to employees who were hired, and gave the attendees an opportunity to apply for employment with Respondent while at the meetings. (*Id.*; Resp. Prop. Ex. C.) Thus, as early as September 19, 2015 (the date of the first town hall meeting), and continuing on 7 of the next 8 days, and then again on consecutive days from

October 9 through October 19, Respondent had provided Akal employees and their Union with clear and consistent notice that employment with Respondent would be on changed terms and conditions. Even assuming, *arguendo*, that a recipient of the transition letter on September 15 could have somehow misunderstood that communication to indicate an intent to retain all employees on unchanged terms and conditions, that mistaken belief would have been corrected as few as 4 days later – which itself was more than *10 weeks* before Respondent took over operations in the 5th and 8th Circuits. A few days of hypothetical misunderstanding, followed by at least 6 weeks (as of the last town hall meeting) and as many as 10 weeks in which fully informed predecessor employees could decide whether to seek employment with Respondent on changed employment terms or to pursue employment elsewhere, is simply not the type of induced adverse reliance that, according to *Spruce Up*, the “perfectly clear” exception is intended to protect against. Thus, in this manner as well, the proffered evidence is relevant and dispositive of the central issue in this case.

4. The October 23, 2015 Offer Letter establishes that Respondent had indeed clearly announced “its intent to establish a new set of employment conditions prior to inviting former employees to accept employment” within the meaning of *Spruce Up*.

The October 23, 2015 Offer Letter explicitly reiterates what had been told to Akal employees at the town hall meetings, portended by the transition letter and meeting notices, and demonstrated by Respondent in taking over the 6th Circuit contract: Respondent was not assuming the CBAs of its predecessor and would establish new initial terms and conditions of employment upon commencement of operations on December 1, 2015. (Resp. Prop. Ex. D.) The offer letter enclosed the “Policies & Procedures” document which, it stated, contained new employment terms, for the express purpose of enabling offerees to make an informed decision about whether to accept this invitation to accept employment with Respondent. (*Id.*) This offer

letter was distributed more than 5 weeks prior to Respondent's taking over operations. (Resp. Prop. Ex. A at ¶¶ 12-13.)

Thus, there is no question that the offer letter is relevant and probative evidence. Indeed, it is hard to believe there are any Board cases involving the question of "perfectly clear" successorship in which the record omits *any* evidence of the successor employer's actual invitation to former employees to accept employment. In this case, this exhibit – and not a commonplace non-substantive letter of introduction – constitutes the true and only employment offer received by the predecessor's employees. Its timing establishes that Respondent had clearly and explicitly expressed its intent to set new initial employment terms well before any Akal employee was offered employment, and that express intent was reiterated again in the Offer Letter itself, precluding any credible claim that offerees were unaware that new terms and conditions would apply to their employment.

Its timing also provides further proof that there could not have been any material adverse reliance by any predecessor employees because, as of the date of the Offer Letter – more than 5 weeks before their employment with Akal would end and they could become Respondent's employees – they had been given explicit notice that their employment terms with Respondent would be different. That is more than 5 weeks to consider and pursue alternative employment. For any Akal employee somehow remaining unclear about Respondent's intentions despite the abundant evidence of those intentions starting several months earlier in the 6th Circuit, the offer letter lifted that improbable cloud and gave the employee ample opportunity for "reshaping of personal affairs" before December 1, 2015. *See International Assn. of Machinists and Aerospace Workers, AFL-CIO v. NLRB*, 595 F.2d 664, 674-675 (D.C. Cir. 1978). Thus, this evidence also bears upon the central issue of this case; excluding it and allowing the ALJ Decision to stand

would result in yet another instance of successorship law being treated as a “legal trap” with a blinkered focus on a single communication instead of an analysis of the complete picture of what employees knew and when they knew it. *See Creative Vision Resources, LLC*, 364 NLRB No. 91, slip op. at n.7 (2016).

B. The proffered evidence is related to evidence already in the record.

Each of the proffered exhibits is related to evidence that is already in the record, and thus may properly be viewed as an amplification or clarification of the existing record.

First, the Stipulation of Facts provides that Jeff Miller, Director of the UGSOA International Union, is the chief bargaining representative for the UGSOA International Union and its member locals representing CSO bargaining units in other Federal Judicial Circuits including the 6th Circuit. (SOF ¶ 5M.) The Stipulation of Facts further provides that Mr. Miller negotiated a CBA covered UGSOA-member Local Unions in the 6th Circuit in August 2015. (*Id.*) Even more significantly, the Stipulation of Facts provides that Mr. Miller “*assumed*” that Respondent would propose making certain alterations to the UGSOA-represented bargaining units in the 5th and 8th Circuits that it had proposed making in the course of the 6th Circuit negotiations that he conducted. (SOF ¶ 5N.) In other words, the record already establishes that the Union’s chief negotiator and Director assumed that Respondent intended to make at least one change regarding the 5th and 8th Circuit units that it had made for the 6th Circuit units.

The Sharp Affidavit and 6th Circuit ULP charges are entirely consistent with and related to this record evidence because they establish that Mr. Miller and the Union – and therefore its members – had notice of other actions and, more specifically, other changes implemented unilaterally by Respondent in the 6th Circuit. Clearly, the proffered evidence regarding Respondent’s actions in the 6th Circuit bears a direct relationship to this portion of the existing record.

Second, the record already contains the town hall meeting notices, which contained statements describing the information that would be imparted to employees at those meetings. (JT 2(a)-2(aa).) The Sharp Affidavit and the PowerPoint presentation directly relate to the meeting notices because they provide evidence of the information that was in fact communicated to employees at the meetings.

Third, the record already contains the Policies & Procedures document for the 5th and 8th Circuits (and the 1st Circuit as well, which is not at issue here). (JT 3.; SOF ¶ 5Q.) The Stipulation of Facts further provides that these Policies & Procedures were implemented on December 1, 2015. (*Id.*) The October 23, 2015 Offer Letter was the communication that transmitted the Policies & Procedures document to those Akal employees selected for employment. Thus, the Offer Letter is directly related to that portion of the record.

In short, with this Motion Respondent does not seek to introduce evidence that would take the case into new and different directions. All of the proffered evidence is clearly linked and relates back to evidence that is already in the Stipulated Record.

C. Reopening the record and supplementing it with the proffered evidence would not result in any prejudice to the Charging Party and would prevent a manifestly incorrect result.

The Board's granting this Motion would not in any way prejudice the Charging Party. The Charging Party has long had knowledge of and access to all of the material that Respondent seeks to introduce (indeed, armed with all of this information, it is difficult to understand how the Charging Party could have filed the underlying ULP charges in the first place). The Charging Party cannot claim surprise by any of this evidence. To the extent the Charging Party claims that it relied on the state of the Stipulated Record as it currently exists to refrain from submitting additional evidence of its own, it could always be afforded the opportunity to submit

additional responsive evidence should the Board deem such action appropriate and necessary to avoid any inequity.

In other words, no real harm would befall the Charging Party by receiving this additional evidence into the record. This is evidence that is routinely admitted and considered by the Board in cases involving “perfectly clear” successorship questions.

Admittedly, this evidence was also available to Respondent when it entered into the Stipulated Record. Respondent cannot offer a compelling explanation for failing to introduce this evidence at that time, as the undersigned counsel did not represent Respondent in this matter until after the ALJ Decision was issued. Respondent notes that its representative in the proceedings before the ALJ was not an attorney.

Section 102.48(b)(1) of the Board’s Rules and Regulations gives the Board the power to “reopen the record and receive further evidence” when exceptions have been filed. Respondent asks the Board to exercise this power to correct a deficient record so that the proper result is reached. In making this request, Respondent asks the Board to consider the following:

- As *Burns* and *Spruce Up* recognize, a successor employer’s right to set initial terms and conditions of employment is vitally important and is often a dispositive factor in an employer’s decision to take over a business.
- Respondent in good faith believed it was exercising its *Burns* right. Only eight days after being awarded the 5th and 8th Circuit contract by the USMS, it held its first town hall meeting with affected predecessor employees explicitly informing them that Respondent was not adhering to the predecessor’s CBAs and would be setting new initial employment terms.
- Respondent never engaged in any subterfuge or intentional obfuscation of its intentions. To the contrary, as just noted, Respondent undertook significant efforts to promptly inform Akal employees that employment with Respondent would entail changed terms and conditions.
- Respondent reasonably believed, and had every reason to believe, that the Union itself assumed Respondent would set new initial terms and conditions. The Union’s chief negotiator and International Director has admitted he expected Respondent would repeat its prior actions from the 6th Circuit with respect to a

unit scope issue; it would defy common sense to hold that this expectation did not extend to the far more significant issue of setting new initial terms and conditions.

- Respondent structured its affairs with respect to the 5th and 8th Circuit contract on the assumption that it would retain its *Burns* right, just as it did with respect to the 6th Circuit contract. Excluding the proffered evidence and sustaining the ALJ's Decision would burden Respondent with contractual terms and conditions that it understandably never believed it would face in making the decision to bid for and accept this contract from the USMS.

Balanced against all of these considerations that strongly weigh in favor of reopening the record is Respondent's procedural error in omitting the proffered evidence from the Stipulated Record. Respondent respectfully submits that this is an exceptional case warranting an exercise of the Board's discretion to provide relief from its oversight, because the failure to do so will result in a manifestly incorrect result, and because correcting the procedural error will not prejudice the adverse party. In that regard, Section 102.121 provides that the Rules should be construed liberally to effectuate the purposes of the Act, one of which surely is to preserve the demarcation between circumstances where there is a duty to bargain and circumstances where an employer may act unilaterally. Granting this Motion would serve that end in this case.

VI. CONCLUSION

For the foregoing reasons, Respondent respectfully requests that the Board grant Respondent's Motion to Reopen and Supplement the Record with Further Evidence.

Dated: Baltimore, Maryland
October 10, 2017

Respectfully Submitted,



Daniel Altchek
Miles & Stockbridge P.C.
100 Light Street
Baltimore, Maryland 21202
Phone: (410) 385-3804

Fax: (410) 773-9091
daltchek@milesstockbridge.com
Attorneys for Respondent Walden Security

Respondent's Proposed Ex. A

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

WALDEN SECURITY, INC. *

Respondent, *

and *

**UNITED GOVERNMENT SECURITY
OFFICERS OF AMERICA,
INTERNATIONAL UNION JOINTLY
WITH ITS MEMBER LOCALS 85, 86,
109, 110, 152, 161, 167, 173, 175, 220,** *

**Cases 14-CA-170110
18-CA-170129
16-CA-170337
15-CA-176496**

Charging Party. *

* * * * *

AFFIDAVIT OF MICK SHARP

MICK SHARP, being duly sworn, deposes and says:

1. I am currently employed by Walden Security (“Walden”) as the Vice President of Walden’s Federal Services Division. I have held this position since April 1, 2017. I’ve been employed with Walden Security since November 5, 2007. Other operational titles included Director of Operations and General Manager; however, my duties have not changed.

2. My responsibilities as Vice President of the Federal Services Division include managing Walden’s contracts with the United States Marshals Service (“USMS”) to provide Court Security Officer (“CSO”) services for various Federal Judicial Circuits.

3. Walden was awarded the contract to provide CSO services at courthouses located in the 6th Federal Judicial Circuit on or around December 9, 2014, and took over operations under that contract on February 1, 2015.

4. Akal Security (“Akal”) was the previous contractor for CSO services in the 6th Circuit before Walden took over that contract.

5. I was responsible for managing the transition of the 6th Circuit contract from Akal to Walden. Among other things, the transition process included:

- a. Notifying Akal’s 6th Circuit employees, shortly after Walden was awarded the contract, that Walden had been awarded the contract and would be taking over operations on the specified date;
- b. Conducting town hall meetings at various locations throughout the 6th Circuit for Akal’s employees at which Walden representatives would provide information to Akal’s employees about the company, advise Akal’s employees that Walden would not be assuming any existing collective bargaining agreements (“CBAs”) between those employees’ bargaining representatives and Akal, present information about benefits and other employment terms and conditions that Walden planned to implement upon taking over operations, and give the Akal employees an opportunity to submit applications for employment with Walden.
- c. Sending offer letters to Akal employees who had applied for employment with Walden and had been selected; and
- d. Distributing a document containing Walden’s Policies & Procedures for CSOs in the 6th Circuit, which set forth terms and conditions of employment for CSOs that would go into effect upon Walden’s commencement of operations on February 1, 2015.

6. During the transition period, which started once Walden was awarded the contract by the USMS, and continuing for a period of time after Walden took over operations on February

1, 2015, the United Government Security Officers Association, International Union (“UGSOA” or the “International Union”) and various UGSOA-member Local Unions represented bargaining units comprised of CSOs assigned to locations in the 6th Circuit. Those CSOs were covered by CBAs, between Akal Security and both the International Union and their respective UGSOA Local Unions, which were entered into in or around August 2014 and covered the period October 1, 2014 through September 30, 2017.

7. Walden did not assume the CBAs between Akal and the Akal employees’ collective bargaining representatives. Rather, Walden set new initial terms and conditions of employment for all CSOs in the 6th Circuit which went into effect on February 1, 2015, when Walden took over operations.

8. In August and September 2015, the UGSOA International Union and its member Local Unions in the 6th Circuit filed unfair labor practice charges with the Board alleging that Walden was a “perfectly clear” successor to Akal, and as such it violated the Act by failing to bargain over changes to employment terms and conditions that had been in effect under Akal prior to February 1, 2015. Those charges were docketed by the Board as Case Nos. 28-CA-158851, 10-CA-159045, and 09-CA-160625. All three of the aforementioned charges were ultimately withdrawn by the Union. True and Correct copies of the charges and letters confirming their withdrawal are being submitted in conjunction with Walden’s Motion to Reopen and Supplement the Record with Further Evidence and has been marked as Respondent’s Proposed Ex. B.

9. Walden was awarded the contract for CSO services in the 5th and 8th Circuits on or around September 11, 2015, which also had previously been held by Akal. I was responsible for managing the transition process for that contract, just as I had been with respect to the

transition of the 6th Circuit contract. Walden's transition process for the 5th and 8th Circuits was substantially similar to the process in the 6th Circuit.

10. I was responsible for planning the contents of the town hall meetings that Walden held for Akal's employees in the 5th and 8th Circuits, and I served as Walden's representative and speaker at many of those meetings. At every town hall meeting (including those that I attended and those I did not), Walden gave attendees a presentation on the benefits offered by Walden, which were different from the benefits offered by Akal Security. A true and correct copy of that presentation is being submitted in conjunction with Walden's Motion to Reopen and Supplement the Record with Further Evidence and has been marked as Respondent's Proposed Ex. C.

11. In addition to presenting this information about Walden's benefits offerings, at the town hall meetings I and/or other Walden representatives informed attendees that Walden would not be assuming any CBAs between Akal and the unions representing its employees, and that Walden would not be maintaining the terms and conditions of employment contained in those CBAs when it took over operations on December 1, 2015. The attendees were advised that Walden would implement new initial terms and conditions of employment on the date of its commencement of operations (*i.e.*, December 1, 2015). Attendees at the town hall meetings were given an opportunity to ask questions of the Walden representatives, and they were invited to submit applications for employment with Walden.

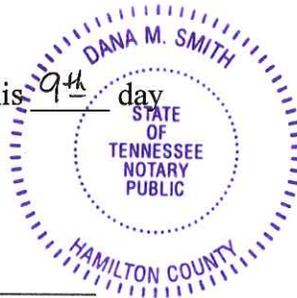
12. Subsequent to the last town hall meeting in the 5th and 8th Circuits, Walden sent offer letters to all Akal employees who had been selected for employment on or about October 23, 2015. A true and correct copy of the standard form offer letter is being submitted in

conjunction with Walden's Motion to Reopen and Supplement the Record with Further Evidence and has been marked as Respondent's Proposed Ex. D.

13. Enclosed with each offer letter was a copy of Walden's Policies & Procedures document for the 1st, 5th and 8th Circuits, a copy of which is in the record in this proceeding as JT 3. JT 3 is identical in all material respects to the Policies & Procedures document that had previously been distributed to employees in the 6th Circuit as part of the transition of that contract from Akal to Walden.


MICK SHARP

Sworn to before me, a Notary Public, this 9th day
of October, 2017, by Mick Sharp.




NOTARY PUBLIC

Respondent's Proposed Ex. B



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue
Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlr.gov
Telephone: (602)640-2160
Fax: (602)640-2178



Download
NLRB
Mobile App

August 27, 2015

Walden Security, Inc.
100 East Tenth Street
Chattanooga, TN 37402-4230

Re: Walden Security, Inc.
Case 28-CA-158851

Ladies and Gentlemen:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Board Agent Carlos Torrejon whose telephone number is (505)248-5132. The mailing address is PO Box 567, Albuquerque, NM 87103-0567. If this Board agent is not available, you may contact Deputy Regional Attorney David T. Garza whose telephone number is (505)248-5130.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

August 27, 2015

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,

/s/ Cornele A. Overstreet

Cornele A. Overstreet
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

CAO/CT/sebj

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case 28-CA-158851

Date Filed 08/26/2015

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer

Walden Security, Inc.

b. Tel. No. 1.423.702.8200

c. Cell No. 1.423.702.8233

f. Fax No. 1.423.702.8202

d. Address (Street, city, state, and ZIP code)

100 East Tenth Street
Suite 400
Chattanooga, TN 37402

e. Employer Representative

Dick Wong
VP of Federal Services

g. e-Mail

federalservicesinfo@waldensc

h. Number of workers employed
500+

i. Type of Establishment (factory, mine, wholesaler, etc.)

Government Security

j. Identify principal product or service

Security Services

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

In February of 2015, Walden Security became the perfectly Clear Successor to a federal contract issued by the United States Marshal Service. The Predecessor was Akal Security, Inc. Since on or about 06-22-2015, the employer, a perfectly clear successor, has failed to pay for the time required to complete a medical follow up physical required of a member of the Union.

By the above and other acts, the above-named employer has interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

United Government Security Officers of America International Union and Local 143

4a. Address (Street and number, city, state, and ZIP code)

8670 Wolff Court
Suite 210
Westminster, CO 80031

4b. Tel. No. 1.303.650.8515

4c. Cell No. 1.303.709.8175

4d. Fax No. 1303.650.8510

4e. e-Mail

tcrume@ugsoa.com

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

United Government Security Officers of America International Union

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Tim S. Crume
(signature of representative or person making charge)

Tim S. Crume VP/Director CSO Division
(Printtype name and title or office, if any)

Tel. No. above

Office, if any, Cell No. above

Fax No. above

e-Mail above

Address 8670 Wolff Court Suite 210 Westminster, CO 80031

26 TSC
08-24-2015
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

Walden Security, Inc.

CASE NUMBER

28-CA-158851

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)**2. TYPE OF ENTITY** CORPORATION LLC LLP PARTNERSHIP SOLE PROPRIETORSHIP OTHER (Specify)**3. IF A CORPORATION or LLC**A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS**5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR****6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed)****7. A. PRINCIPAL LOCATION:****B. BRANCH LOCATIONS:****8. NUMBER OF PEOPLE PRESENTLY EMPLOYED**

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): CALENDAR YR 12 MONTHS or FISCAL YR (FY dates)A. Did you **provide services** valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value.
\$

YES

NO

B. If you answered no to 9A, did you **provide services** valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided.
\$C. If you answered no to 9A and 9B, did you **provide services** valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$D. Did you **sell goods** valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$E. If you answered no to 9D, did you **sell goods** valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount.
\$F. Did you **purchase and receive goods** valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$G. Did you **purchase and receive goods** valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$H. **Gross Revenues** from all sales or performance of services (Check the largest amount): \$100,000 \$250,000 \$500,000 \$1,000,000 or more If less than \$100,000, indicate amount.I. **Did you begin operations within the last 12 months?** If yes, specify date: _____**10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?** YES NO (If yes, name and address of association or group).**11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS**

NAME

TITLE

E-MAIL ADDRESS

TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)

SIGNATURE

E-MAIL ADDRESS

DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 28
2600 North Central Avenue, Suite 1400
Phoenix, AZ 85004

Agency Website: www.nlrb.gov
Telephone: (602)640-2160
Fax: (602)640-2178

August 31, 2015

Walden Security, Inc.
100 East Tenth Street, Suite 400
Chattanooga, TN 37402-4230

Re: Walden Security, Inc.
Case 28-CA-158851

Dear Mr. WONG:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

/s/ Nancy E. Martinez

Nancy E. Martinez
Acting Regional Director

cc: Tim S. Crume, Director CSO Division
United Government Security Officers of America,
International Union and Local 143
8670 Wolff Court, Suite 210
Westminster, CO 80031

NEM/CT/sebj



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 10
233 Peachtree St NE
Harris Tower Ste 1000
Atlanta, GA 30303-1504

Agency Website: www.nlrb.gov
Telephone: (404)331-2896
Fax: (404)331-2858



Download
NLRB
Mobile App

August 31, 2015

WALDEN SECURITY, INC.
100 E Tenth St
Suite 400
Chattanooga, TN 37402-4230

Re: Walden Security, Inc.
Case 10-CA-159045

Dear Sir or Madam:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Examiner ALEX EDINGER whose telephone number is (865)573-4879. If this Board agent is not available, you may contact Supervisory Field Examiner MEIKE ZIEGLER whose telephone number is (404)331-2882.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlrb.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be

considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

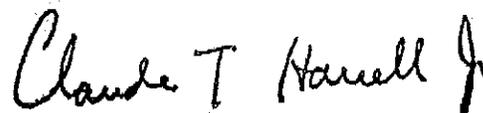
We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



CLAUDE T. HARRELL JR.
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

cc: DICK WONG
WALDEN SECURITY, INC.
1600 Clifton Road, NE
Atlanta, GA 30329

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACECase
10-CA-159045Date Filed
8-31-15**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Walden Security, Inc.	b. Tel. No. 1.423.702.8200
	c. Cell No. 1.423.702.8233
	f. Fax No. 1.423.702.8202
d. Address (Street, city, state, and ZIP code) 100 East Tenth Street Suite 400 Chattanooga, TN. 37402	e. Employer Representative Dick Wong Vice President Federal Services
	g. e-Mail federalservicesinfo@waldensc
	h. Number of workers employed 500+
i. Type of Establishment (factory, mine, wholesaler, etc.) Government Security	j. Identify principal product or service Security Services
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (1st subsections) (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) In February of 2015, Walden Security, Inc. was awarded a federal contract by the United States Marshal Service becoming the perfectly clear successor to the predecessor, Akal Security, Inc. During the past six months, the employer has failed to honor the current Contract Bargaining Agreement in place for several UGSOA Locals within the Sixth Circuit of the Federal Court System. The employer has refused to pay for Medical Follow-Up Exams as well as the time required to complete the follow-up exams. By the above and other acts, the above-named employer has interfered with, restrained and coerced employees in the exercise of the rights guaranteed in Section of the Act.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number) United Government Security Officers of America and UGSOA Local 143 in Kentucky.	
4a. Address (Street and number, city, state, and ZIP code) 8670 Wolff Court Suite 210 Westminster, CO 80031	4b. Tel. No. 1.303.650.8515
	4c. Cell No. 1.303.709.8175
	4d. Fax No. 1.303.650.8510
	4e. e-Mail tcrume@ugsoa.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Government Security Officers of America, International Union	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
By <u>Tim S. Crume</u> (signature of representative or person making charge)	Tim S. Crume VP/Director CSO Division (Printtype name and title or office, if any)
8670 Wolff Court - Suite 210 - Westminster, CO 80031	
08-1-2015 (date)	
Tel. No. above	
Office, if any, Cell No. above	
Fax No. above	
e-Mail above	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 10
233 Peachtree St NE
Harris Tower Ste 1000
Atlanta, GA 30303-1504

Agency Website: www.nlr.gov
Telephone: (404)331-2896
Fax: (404)331-2858

November 24, 2015

Dick Wong, Representative
Walden Security, Inc.
100 E Tenth St, Suite 400
Chattanooga, TN 37402-4230

Re: Walden Security, Inc.
Case 10-CA-159045

Dear Mr. Wong:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

CLAUDE T. HARRELL JR.
Regional Director

cc: Tim S. Crume, VP/Director CSO Division
United Government Security Officers of America
International Union, Local 143
8670 Wolf Ct Ste 210
Westminster, CO 80031-3695



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946



Download
NLRB
Mobile App

September 24, 2015

Fred B. Grubb
Attorney
Walden Security, Inc.
100 E Tenth St Ste 400
Chattanooga, TN 37402

Re: WALDEN SECURITY, INC.
Case 09-CA-160625

Dear Mr. Grubb:

Enclosed is a copy of a charge that has been filed in this case. This letter tells you how to contact the Board agent who will be investigating the charge, explains your right to be represented, discusses presenting your evidence, and provides a brief explanation of our procedures, including how to submit documents to the NLRB.

Investigator: This charge is being investigated by Field Attorney PATRICE TISDALE whose telephone number is (513)684-3632. If this Board agent is not available, you may contact Supervisory Attorney NAIMA R. CLARKE whose telephone number is (513)684-3647.

Right to Representation: You have the right to be represented by an attorney or other representative in any proceeding before us. If you choose to be represented, your representative must notify us in writing of this fact as soon as possible by completing Form NLRB-4701, Notice of Appearance. This form is available on our website, www.nlr.gov, or from an NLRB office upon your request.

If you are contacted by someone about representing you in this case, please be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board. Their knowledge regarding this proceeding was only obtained through access to information that must be made available to any member of the public under the Freedom of Information Act.

Presentation of Your Evidence: We seek prompt resolutions of labor disputes. Therefore, I urge you or your representative to submit a complete written account of the facts and a statement of your position with respect to the allegations set forth in the charge as soon as possible. If the Board agent later asks for more evidence, I strongly urge you or your representative to cooperate fully by promptly presenting all evidence relevant to the investigation. In this way, the case can be fully investigated more quickly.

Full and complete cooperation includes providing witnesses to give sworn affidavits to a Board agent, and providing all relevant documentary evidence requested by the Board agent. Sending us your written account of the facts and a statement of your position is not enough to be considered full and complete cooperation. A refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily.

September 24, 2015

In addition, either you or your representative must complete the enclosed Commerce Questionnaire to enable us to determine whether the NLRB has jurisdiction over this dispute. If you recently submitted this information in another case, or if you need assistance completing the form, please contact the Board agent.

We will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the Freedom of Information Act and the Federal Records Act. Thus, we will not honor any claim of confidentiality except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material you submit may be introduced as evidence at any hearing before an administrative law judge. We are also required by the Federal Records Act to keep copies of documents gathered in our investigation for some years after a case closes. Further, the Freedom of Information Act may require that we disclose such records in closed cases upon request, unless there is an applicable exemption. Examples of those exemptions are those that protect confidential financial information or personal privacy interests.

Procedures: We strongly urge everyone to submit all documents and other materials by E-Filing (not e-mailing) through our website, www.nlr.gov. However, the Agency will continue to accept timely filed paper documents. Please include the case name and number indicated above on all your correspondence regarding the charge.

Information about the Agency, the procedures we follow in unfair labor practice cases and our customer service standards is available on our website, www.nlr.gov or from an NLRB office upon your request. NLRB Form 4541 offers information that is helpful to parties involved in an investigation of an unfair labor practice charge.

We can provide assistance for persons with limited English proficiency or disability. Please let us know if you or any of your witnesses would like such assistance.

Very truly yours,



Garey Edward Lindsay
Regional Director

Enclosures:

1. Copy of Charge
2. Commerce Questionnaire

INTERNET
FORM NLRB-501
(2-08)

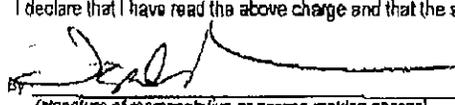
UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case 09-CA-160625	Date Filed Sept. 23, 2015

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer Walden Security, Inc.	b. Tel. No. 802-279-8816
	c. Cell No. 802-279-8818
	f. Fax No. 866-593-0839
d. Address (Street, city, state, and ZIP code) 100 East Tenth Street, Suite 400 Chattanooga, TN 37402	e. Employer Representative Fred B. Grubb Attorney
	g. e-Mail fgrubb@fbgandassociates.co
	h. Number of workers employed 185
i. Type of Establishment (factory, mine, wholesaler, etc.) Government Buildings	j. Identify principal product or service Security
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) <u>5(b)(3) and 7(c)(d)</u> of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices) Since on or about July 9, 2015 and continuing, the Employer as a Perfectly Clear Successor reference a Government Contract for Services has failed to bargain in good faith and refused to bargain over subjects identified as mandatory subjects of bargaining by the Board and its decisions (e.g. legacy language and past practices pertaining to the procedures for Medical and Medical Follow Up Examinations and related costs). In addition the Employer furthers this position by threatening member employees with additional non compliance with these several predecessor collective bargaining agreements (UGSOA Member Local 114, 127, 142, and 143) by verbally advising through its agent that the Employer will not be following specific terms and conditions related to Wage and Health and Welfare rate increases scheduled for October 1, 2015. Related to the latter, the Union seeks 10J Injunctive Relief.	
3. Full name of party filing charge (If labor organization, give full name, including local name and number) United Government Security Officers of America, International Union jointly with its Member Local 114, 127, 142, and 143	
4a. Address (Street and number, city, state, and ZIP code) 8670 Wolff Court, Suite 210 Westminster, CO 80031	4b. Tel. No. 303-650-8515
	4c. Cell No. 303-877-1318
	4d. Fax No. 303-650-8510
	4e. e-Mail jmliller@ugsoa.com
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization) United Government Security Officers of America, International Union	
6. DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.	
 (signature of representative or person making charge)	Tel. No. 303-650-8515
	Office, if any, Cell No. 303-877-1318
Jeffrey C Miller, International Director (Print/type name and title or office, if any)	Fax No. 303-650-8510
8670 Wolff Court, Suite 210, Westminster, CO 80031	e-Mail jmliller@ugsoa.com
Sept. 22, 2015 (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

QUESTIONNAIRE ON COMMERCE INFORMATION

Please read carefully, answer all applicable items, and return to the NLRB Office. If additional space is required, please add a page and identify item number.

CASE NAME

WALDEN SECURITY, INC.

CASE NUMBER

09-CA-160625

1. EXACT LEGAL TITLE OF ENTITY (As filed with State and/or stated in legal documents forming entity)

2. TYPE OF ENTITY

 CORPORATION LLC LLP PARTNERSHIP SOLE PROPRIETORSHIP OTHER (Specify)

3. IF A CORPORATION or LLC

A. STATE OF INCORPORATION
OR FORMATION

B. NAME, ADDRESS, AND RELATIONSHIP (e.g. parent, subsidiary) OF ALL RELATED ENTITIES

4. IF AN LLC OR ANY TYPE OF PARTNERSHIP, FULL NAME AND ADDRESS OF ALL MEMBERS OR PARTNERS

5. IF A SOLE PROPRIETORSHIP, FULL NAME AND ADDRESS OF PROPRIETOR

6. BRIEFLY DESCRIBE THE NATURE OF YOUR OPERATIONS (Products handled or manufactured, or nature of services performed).

7. A. PRINCIPAL LOCATION:

B. BRANCH LOCATIONS:

8. NUMBER OF PEOPLE PRESENTLY EMPLOYED

A. Total:

B. At the address involved in this matter:

9. DURING THE MOST RECENT (Check appropriate box): CALENDAR YR 12 MONTHS or FISCAL YR (FY dates)

	YES	NO
A. Did you provide services valued in excess of \$50,000 directly to customers outside your State? If no, indicate actual value. \$		
B. If you answered no to 9A, did you provide services valued in excess of \$50,000 to customers in your State who purchased goods valued in excess of \$50,000 from directly outside your State? If no, indicate the value of any such services you provided. \$		
C. If you answered no to 9A and 9B, did you provide services valued in excess of \$50,000 to public utilities, transit systems, newspapers, health care institutions, broadcasting stations, commercial buildings, educational institutions, or retail concerns? If less than \$50,000, indicate amount. \$		
D. Did you sell goods valued in excess of \$50,000 directly to customers located outside your State? If less than \$50,000, indicate amount. \$		
E. If you answered no to 9D, did you sell goods valued in excess of \$50,000 directly to customers located inside your State who purchased other goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
F. Did you purchase and receive goods valued in excess of \$50,000 from directly outside your State? If less than \$50,000, indicate amount. \$		
G. Did you purchase and receive goods valued in excess of \$50,000 from enterprises who received the goods directly from points outside your State? If less than \$50,000, indicate amount. \$		
H. Gross Revenues from all sales or performance of services (Check the largest amount): <input type="checkbox"/> \$100,000 <input type="checkbox"/> \$250,000 <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000 or more If less than \$100,000, indicate amount.		
I. Did you begin operations within the last 12 months? If yes, specify date: _____		

10. ARE YOU A MEMBER OF AN ASSOCIATION OR OTHER EMPLOYER GROUP THAT ENGAGES IN COLLECTIVE BARGAINING?

 YES NO (If yes, name and address of association or group).

11. REPRESENTATIVE BEST QUALIFIED TO GIVE FURTHER INFORMATION ABOUT YOUR OPERATIONS

NAME	TITLE	E-MAIL ADDRESS	TEL. NUMBER

12. AUTHORIZED REPRESENTATIVE COMPLETING THIS QUESTIONNAIRE

NAME AND TITLE (Type or Print)	SIGNATURE	E-MAIL ADDRESS	DATE

PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing representation and/or unfair labor practice proceedings and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary. However, failure to supply the information may cause the NLRB to refuse to process any further a representation or unfair labor practice case, or may cause the NLRB to issue you a subpoena and seek enforcement of the subpoena in federal court.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 9
550 MAIN ST
RM 3003
CINCINNATI, OH 45202-3271

Agency Website: www.nlr.gov
Telephone: (513)684-3686
Fax: (513)684-3946

December 21, 2015

FRED B. GRUBB, ATTORNEY
WALDEN SECURITY, INC.
100 E TENTH ST STE 400
CHATTANOOGA, TN 37402

Re: WALDEN SECURITY, INC.
Case 09-CA-160625

Dear Mr. Grubb:

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

Garey Edward Lindsay
Regional Director

cc: JEFFREY C. MILLER, INTERNATIONAL DIRECTOR
UNITED GOVERNMENT SECURITY OFFICERS OF
AMERICA, INTERNATIONAL UNION JOINTLY WITH
ITS MEMBER LOCALS 114, 127, 142 AND 143
8670 WOLFF COURT, SUITE 210
WESTMINSTER, CO 80031

Respondent's Proposed Ex. C



Employee Benefits Overview
U.S. Marshals Service Employees
of Walden Security

August 2015

Presented by:  McGRIFF, SEIBELS & WILLIAMS, INC.

Topics for Today

- ✓ **Important Information**
- ✓ **Enrollment Process**
- ✓ **Benefits Offered**
- ✓ **Where to Go for Questions**



Important Information

Important Information



- ❖ **Health & Welfare dollars will be used to purchase benefit products designed to protect the health and financial security of employees and their families**
- ❖ **Walden Security has made every effort to provide the best possible benefit program to employees while staying compliant within federal laws (Affordable Care Act, Service Contract Act, Medicare Secondary Payer, etc.)**

Important Information



- ❖ Employees will accrue approximately \$640 per month* in Health & Welfare dollars to spend on benefits
- ❖ Employees may pick and choose various benefit products to suit individual needs
- ❖ Coverage for spouse and children available for many of benefits offered
- ❖ Any remaining Health & Welfare funds not used to purchase products will be deposited into the employee's 401(k) account
- ❖ Benefits become effective January 1, 2016

*Assumes Health & Welfare rate of \$4.27 per hour and a 150 hour (average) work month

Important Information



Benefit plans offered to CSOs are administered by Fringe Benefit Group through a special group trust called *The Contractors Plan*.

Fringe Benefit Group

- Founded in 1978 and based in Austin, TX
- Specializes in benefit plans for government contractors
- Provides enrollment, customer service, and administrative services
 - ✓ Insurance companies pay claims
- Handle benefits for over 125,000 employees
- Single point of contact for all benefit plans



Enrollment Process

Enrollment Process



What employees need to do to enroll:

1. Review the **Benefits Program Guide** which provides a basic summary of benefits and costs. More details on each plan available via Enrollment Center or website.
2. Call the **Enrollment Center** or visit www.ContractorsPlan.com
 - **Enrollment Center (866) 670-7443**
 - **Monday – Friday 7:00 AM to 7:00 PM (Central Time)**

Or

 - Online at www.ContractorsPlan.com
 - Need employee SS# and Walden Security Group ID # to log on the first time. **Walden Security Group ID = 96006**
 - Employee will then establish a user name and personal password for future access

Enrollment Process



- ❖ Name, DOB and SS# is required for each dependent enrolled
- ❖ Website has a feature called “*Plan Cart*” which illustrates a running total of benefit election costs vs. available Health & Welfare allowance
- ❖ Callers to Enrollment Center should identify themselves as **Walden Security U.S. Marshals Service** employees
- ❖ Welcome package and ID cards mailed to employee homes
- ❖ **December 1 - 15, 2015 = open enrollment window** If no elections made by this date, all Health & Welfare money will be deposited into a 401(k) account in the employee’s name

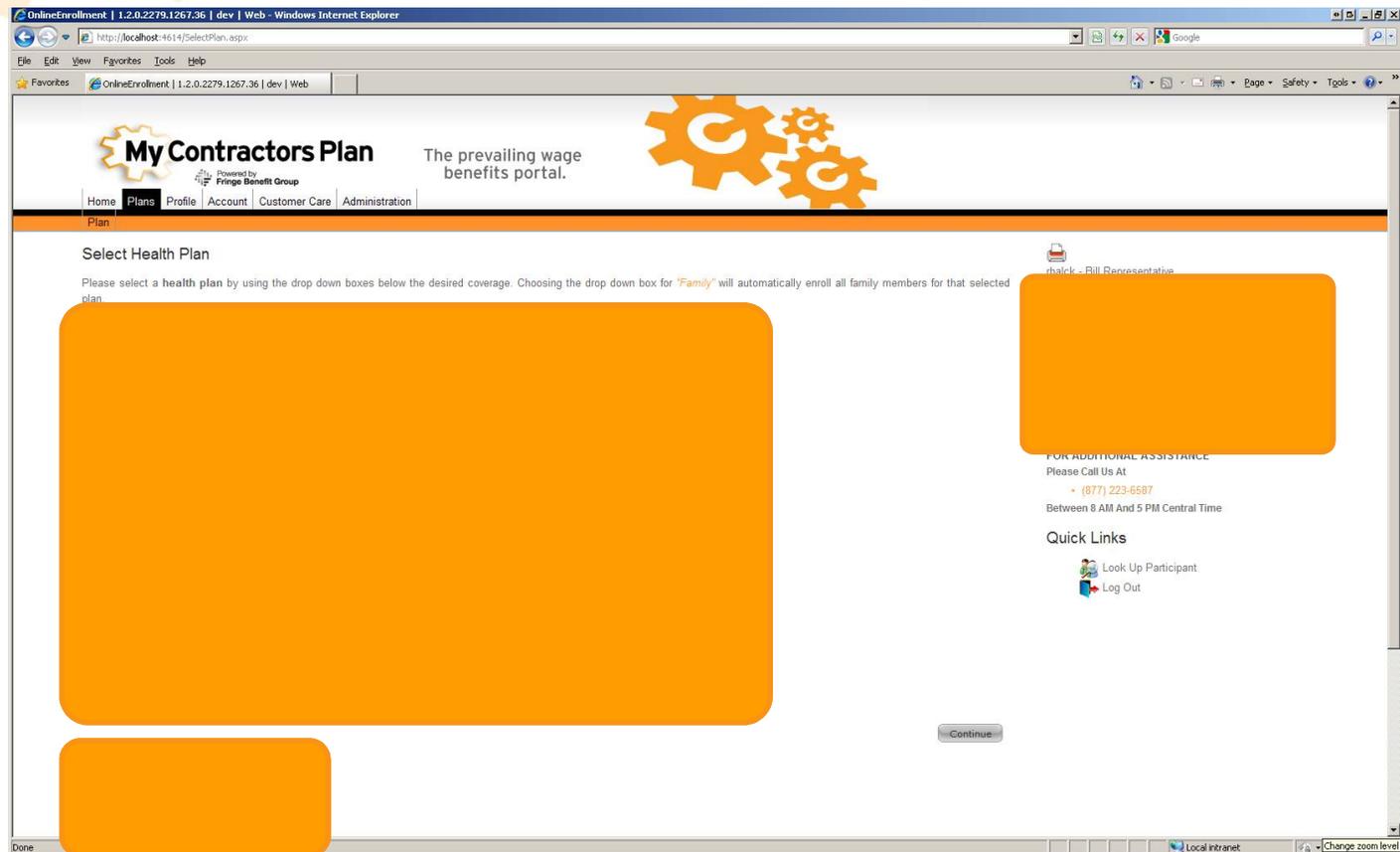
Enrollment Process

Paperless Enrollment

Customizable Health Plans – Product, Level and Tier

Plan Cart – Shows (Real-time) Allocations to Medical, Ancillary and Retirement

Plan Brochure – Located on Each Page



OnlineEnrollment | 1.2.0.2279.1267.36 | dev | Web - Windows Internet Explorer

http://localhost:4614/SelectPlan.aspx

My Contractors Plan
Powered by Fringe Benefit Group
The prevailing wage benefits portal.

Home Plans Profile Account Customer Care Administration

Plan

Select Health Plan

Please select a health plan by using the drop down boxes below the desired coverage. Choosing the drop down box for "Family" will automatically enroll all family members for that selected plan.

back - Bill Representative

FOR ADDITIONAL ASSISTANCE
Please Call Us At
(877) 223-6587
Between 8 AM And 5 PM Central Time

Quick Links
Look Up Participant
Log Out

Continue

Done

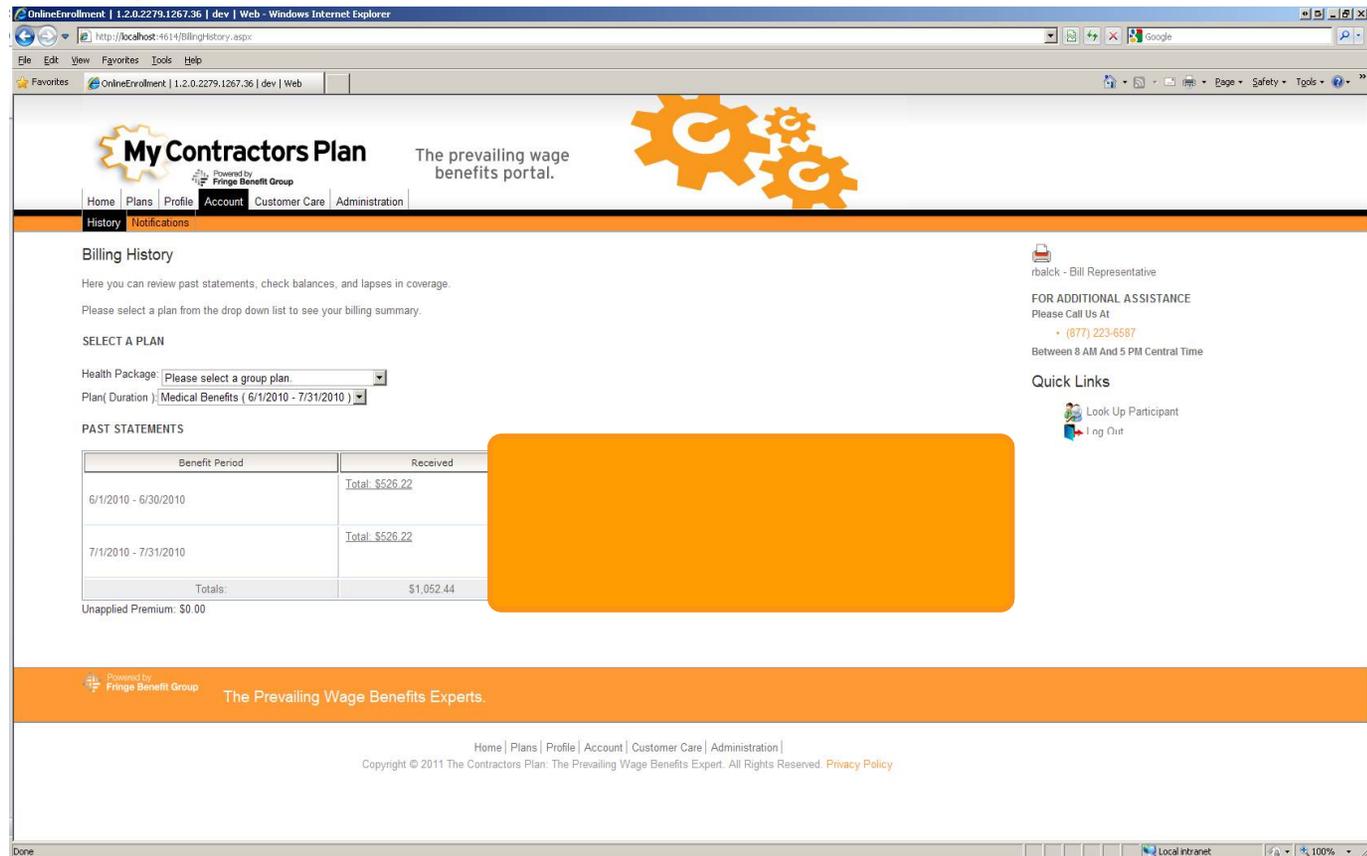
Local Intranet

Change zoom level

Enrollment Process

Benefit Allocation Transparency

Payment Screen –
Shows Detailed
Allocations to
Medical, Ancillary
and Retirement



The screenshot shows a web browser window displaying the 'My Contractors Plan' portal. The page title is 'Billing History' and it includes a navigation menu with 'Home', 'Plans', 'Profile', 'Account', 'Customer Care', and 'Administration'. The main content area is titled 'Billing History' and contains instructions for reviewing statements and selecting a plan. A table titled 'PAST STATEMENTS' shows two periods: 6/1/2010 - 6/30/2010 and 7/1/2010 - 7/31/2010, both with a total received of \$526.22. A 'Totals' row shows a total of \$1,052.44. An 'Unapplied Premium' of \$0.00 is also listed. A large orange redaction box covers the right side of the table. The footer includes the Fringe Benefit Group logo and the text 'The Prevailing Wage Benefits Experts.' along with a copyright notice for 2011.

Benefit Period	Received
6/1/2010 - 6/30/2010	Total: \$526.22
7/1/2010 - 7/31/2010	Total: \$526.22
Totals:	\$1,052.44

Unapplied Premium: \$0.00



Benefits Offered

Benefits Disclosure



The information contained in this presentation is intended to provide a high-level overview of the benefits and services offered to Walden Security U.S. Marshals Service employees. Most benefits contain details, limits and exclusions that are not covered in this presentation.

Additional information regarding plan details, limits and exclusions can be found at www.ContractorsPlan.com and in materials distributed to employees. Employees are encouraged to review all plan documents and materials to ensure the coverage is appropriate for that individual's needs.

Benefits Offered

- ✓ **Minimum Essential Coverage/Limited Medical Plan with Discount Prescription Drug Coverage**
- ✓ **Life/Critical Illness/Accident Package**
- ✓ **Life/Critical Illness/Accident/Disability Package**
- ✓ **Group Term Life Insurance/AD&D**
- ✓ **Dental**
- ✓ **Vision**
- ✓ **Parking & Transit Reimbursement**
- ✓ **401(k) – All employees must establish a 401k account to receive residual H&W funds**

Note: Employees and family members cannot be turned down for any of these products as long they enroll when first eligible. Disability policy does have a 12-month pre-existing exclusion.

MEC/Limited Medical Package



- ❖ **Minimum Essential Coverage (MEC) covers 63 routine preventive care services at 100% (Primary coverage)**

PLUS

- ❖ **Choice of 2 Limited Medical plans with discounted prescription coverage from Nationwide Insurance**
- ❖ **Plans pay regardless of other medical insurance**
- ❖ **Cannot be declined for coverage**
- ❖ **No pre-existing condition limitations**
- ❖ **Limited medical plans cover most routine services but do not provide the catastrophic coverage that major medical plans provide**



Minimum Essential Coverage (MEC)



- ❖ Covers 63 routine preventive care services only
- ❖ 63 services covered at 100% (in-network only)
 - No copay, no deductible, no coinsurance
 - First Health PPO network – 490,000 providers
 - www.FirstHealthLBP.com to locate providers
- ❖ Satisfies the “Individual Mandate” created by the Affordable Care Act (ACA)
 - Individuals with MEC coverage avoid ACA penalties for not having insurance coverage
- ❖ Minimum Essential Coverage automatically included with either of the 2 limited medical plans offered

Rates	EE Only	EE + SP	EE+CH	FAMILY
per month	\$43.00	\$70.00	\$78.00	\$100.50

Limited Medical with Rx



- ❖ Limited Medical Plans pay a flat dollar amount based on type of services received – examples:
 - \$100 per office visit (\$600/yr. max.)
 - \$1,000 per day for Hospital stay
 - \$2,000 per day for Intensive Care
- ❖ Prescriptions
 - Discounts range 10% - 85% on most medications
 - www.rxpricequotes.com to find lowest cost Rx



Medical Rates per month	Base Plan	Enhanced Plan
EE Only	\$100	\$170
EE + SP	\$238	\$407
EE + CH	\$176	\$298
FAMILY	\$260	\$447

Required Benefit Election for Medicare Beneficiaries

- ❖ All SCA employees on Medicare will be enrolled in the MEC Preventive Care Only plan unless the employee has other valid coverage that pays primary to Medicare
- ❖ December 18, 2014 – *Dept. of Health & Human Services and Centers for Medicare & Medicaid Services* clarified:
 - Employers cannot offer an “incentive” to Medicare eligible employees to waive employer provided group health plans and have Medicare as primary insurance
 - Ruling states H&W money deposited into 401(k) plan would be an “incentive” and violates Medicare Secondary Payer health care rules
- ❖ Copy of HHS/CMS ruling provided for your reference

Required Benefit Election for Medicare Beneficiaries

Again.....

- ❖ All SCA employees on Medicare will be enrolled in the MEC Preventive Care Only plan unless the employee has other valid coverage that pays primary to Medicare
- ❖ Employees with valid other coverage that is primary to Medicare will be allowed to waive MEC plan enrollment if documentation is provided from the other health plan stating that plan is primary to Medicare
- ❖ Example of other valid coverage:
 - ✓ Working spouse's group health plan
 - ✓ Retiree coverage that is primary to Medicare
- ❖ If MEC waiver is obtained, cash will not be paid. H&W can be spent to purchase other benefits or deposited into 401(k)

MEC/Medicare Coverage Examples



Scenario 1

Medicare beneficiary goes to a network doctor for routine preventive care check up and the services received are one of the 63 covered services of the MEC plan.

Coverage for Scenario 1

MEC plan pays claim at **100%** with no employee cost share. Employee's other coverage (Medicare, Medicare Supplement, or retiree plan) would have no claim responsibility.

Logic

Because the services received were listed as covered services under the MEC plan, and the employee visited a network provider, the MEC group health plan is considered primary and the claim is paid at **100%**. No balance for Medicare to pay.

MEC/Medicare Coverage Examples



Scenario 2

Medicare beneficiary goes to a doctor for treatment of a chronic on-going condition.

Coverage for Scenario 2

Medicare would pay primary (subject to Medicare policy provisions). Supplemental plan could also pay what Medicare does not cover. MEC plan would pay 0%.

Logic

Because the services provided were for a chronic condition that is specifically excluded by the company MEC plan, Medicare (and/or other coverage) would cover as primary/secondary. Remember the MEC plan will only be primary for the 63 preventive care covered services. If group health plan excludes service, Medicare can become primary.

Life/Critical Illness/Accident



Package of valuable coverages covering **Life, Critical Illnesses** (heart attack, stroke, cancer, etc.) and **Accident** through Nationwide Insurance



Life Insurance

- \$10,000 Employee, \$5,000 Spouse, \$2,500 Child

Critical Illness

- \$10,000 Employee, \$5,000 Spouse, \$2,500 Child

Accident

- 100% of charges up to \$2,500

Rates = \$26.78 - \$61.22 per month

Life/Critical Illness/Accident/STD



Package of valuable coverages covering **Life, Critical Illnesses** (heart attack, stroke, cancer, etc.), **Accident** and **Short-Term Disability**



Life Insurance

- \$10,000 Employee, \$5,000 Spouse, \$2,500 Child

Critical Illness

- \$10,000 Employee, \$5,000 Spouse, \$2,500 Child

Accident

- 100% of charges up to \$2,500

Short-Term Disability

- Replaces 66% of earnings up to \$300 per week

Rates = \$40.74 - \$72.97 per month

Group Term Life/AD&D

- ❖ \$100,000 of Life Insurance through MetLife
- ❖ \$100,000 of Accidental Death & Dismemberment (AD&D)
- ❖ Guarantee Issue – cannot be turned down, no exams
- ❖ Coverage is reduced to:
 - \$65,000 at age 65
 - \$50,000 at age 70

MetLife

Rate = \$26.67 per month

Dental



Dental plan offered through MetLife. Dollars are stretched if using MetLife network dentists. Plan pays:

- ❖ 100% for Preventive Services - no deductible (up to plan limits)
- ❖ 80% for Basic Services (fillings, root canal, extractions)
- ❖ 50% for Major Services (crowns, bridges, implants)
- ❖ \$1,000 Orthodontia coverage for children up to age 19
- ❖ \$50 annual deductible per person
- ❖ \$1,500 annual maximum per person



Rates	EE Only	EE + SP	EE+CH	FAMILY
per month	\$33.47	\$69.75	\$71.33	\$118.21

Vision



- ❖ Vision plan offered through MetLife
- ❖ Network of private practice and retail providers
- ❖ \$10 copay for vision exam
- ❖ No cost (\$0) for frames and lenses up to plan allowances
- ❖ \$110 allowance for contact lenses
- ❖ Additional discounts on progressive lenses, LASIK, etc.
- ❖ Benefit Frequency = every 12 months

Rates	EE Only	EE + SP	EE+CH	FAMILY
per month	\$6.94	\$12.14	\$14.58	\$17.23

Commuter Reimbursement

Account funded solely by Health & Welfare dollars and designed to reimburse employees for qualified commuter expenses. Administered by eflex Group.

1. Commuter transportation

- Buses, vanpools, etc.
- Transit passes, farecards, etc.
- Up to \$250 per month contribution



2. Qualified parking

- At or near employer's site of employment
- At or near a location from which employee uses mass transit, buses, vanpooling, etc.
- Up to \$130 per month contribution
- ❖ Reimbursements must be substantiated – **keep your receipts!**
- ❖ Visa debit card issued for convenience of payment

401(k) Account

- ❖ Each employee will automatically have a 401(k) account
- ❖ Any left over monthly Health & Welfare dollars will be placed into each employee's 401(k) account
- ❖ Employees can elect to defer additional money (after 90 days of DOH) through payroll deductions if desired
- ❖ 12 different investment options
 - ❖ *“Do-It-For-Me”* option = \$\$\$ goes into Target Date funds
 - ❖ *“Do-it-Myself”* option = employee directs investments
- ❖ Set up account 24/7 via www.ContractorsPlan.com
 - Name beneficiary
 - Direct where money is invested

Missed Premiums

If at any point there are not sufficient Health & Welfare dollars to cover an employee's benefit elections (reduction of hours, etc.), employees can make payments directly to Fringe Benefit Group to maintain current insurance elections.

Acceptable payment methods:

- credit/debit card
- e-check
- check/money order



Employees elect payment method through their on-line account at www.ContractorsPlan.com



Where to Go for Questions

Where to Go for Questions



Enrollment Center

(866) 670 - 7443

Monday – Friday 7:00 AM to 7:00 PM (Central Time)

Or

www.ContractorsPlan.com

Questions?



THE Contractors Plan



Presented by:  McGRIFF, SEIBELS & WILLIAMS, INC.

Respondent's Proposed Ex. D



October 23, 2015

To All Lead Court Security Officers (LCSOs) and Court Security Officers (CSOs), 1st, 5th and 8th Judicial Circuits

Re: Offer of Employment

Dear LCSO or CSO,

Greetings from Walden Security! It is our honor and privilege to be chosen by the United States Marshals Service (USMS) to administer the court security officer services contract for the 1st, 5th and 8th Judicial Circuits beginning December 1, 2015. We are extremely pleased and proud to be awarded this opportunity to support the United States Judiciary and look forward to a long and productive relationship.

In accordance with Executive Order 13495, all eligible LCSOs and CSOs employed with Akal under the predecessor USMS contract for the 1st, 5th, & 8th Circuits who have performed suitably will be offered employment with Walden Security at the same job location in positions for which they are qualified. Your offer of employment will include your initial pay rate and summary of benefits.

Walden Security has repudiated the existing Collective Bargaining Agreement (CBA) between Akal and all unions or associations representing LCSOs/CSOs in the 1st, 5th and 8th Judicial Circuits and looks forward to negotiating new agreements with the unions and associations. In order for you to make an informed choice as to whether or not you wish to accept Walden Security's offer of employment we have enclosed for you our 1st, 5th and 8th Circuit Court Security Officer Policies and Procedures document that will be in effect on December 1, 2015 and continue until a CBA is negotiated and signed.

As we continue through the transition of the court security officer contract in your circuits, we ask for your patience and assistance in meeting all of the associated administrative requirements. It is our intent for the administrative management and support of the LCSO/CSO workforce to be seamless and remain constant.

We understand that successful support of the USMS depends upon you, the LCSO and CSO workforce. To that end, we pledge our support to each of our new court security officers. On behalf of everyone at Walden Security, we look forward to you joining the Walden Security Team.

Sincerely,

Michael S. Walden, CPP
President

Amy S. Walden
Chairman and Chief Executive Officer