

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

XPO LOGISTICS FREIGHT, INC.

Case 12-CA-179859

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 769

Lilyvette Rodriguez Soto and Susy Kucera, Esqs., for the General Counsel.
Jonathan Kaplan and Erik Hult, Esqs., (*Little Mendelson,*
Memphis, Tennessee and Columbus, Ohio) for the Respondent.
James F. Wallington, Esq., (*Baptiste & Wilder, P.C., Washington, D.C.*)
for the Charging Party.

DECISION

STATEMENT OF THE CASE

Arthur J. Amchan, Administrative Law Judge. This case was tried in Miami, Florida between October 23 and 25, 2017. Teamsters Local 769 filed the initial charge in this matter on July 11, 2016 and an amended charge on May 30, 2017. The General Counsel issued the complaint on February 28, 2017 and an amended complaint on July 31, 2017.

On or about April 3, 2016, Respondent announced a wage increase for many of its drivers (aka drivers sales representatives or DSRs) and loading dock workers nationwide. The General Counsel alleges that Respondent violated the Act in not paying these wage increases to the drivers and loading dock workers who are represented by the Charging Party Union at its Miami (Hialeah) service center. Respondent contends that since it was in bargaining for an initial contract with the Union, it was not required to pay the Miami union-represented employees the wage increases given to drivers and dockworkers at many other company locations.

For the reasons stated herein, I conclude that Respondent violated Section 8(a)(3) and (1) in withholding the April 2016 wage increases from its represented employees at its Miami service center.

On the entire record,¹ including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel, Respondent and Charging Party Union, I make the following

¹ Tr. 147, line 12 should read Ms. Rodriguez-Soto instead of Judge Amchan.

FINDINGS OF FACT

I. JURISDICTION

5 Respondent, XPO Logistics Freight, Inc. a corporation, operates 275 service centers in the United States and Canada, including one in Miami (Hialeah) Florida. It acquired these service centers on October 31, 2015 from Conway Freight and has essentially operated them in an unchanged manner since then.

10 Respondent, whose headquarters are in Ann Arbor, Michigan is subsidiary of XPO, Inc. XPO Logistics Freight is engaged in a specialized aspect of the trucking industry, transporting less than full trailers. In the 12 months prior to July 31, 2017, Respondent provided services valued in excess of \$50,000 from its Florida facilities to points outside of Florida. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 15 2(2), (6), and (7) of the Act and that the Charging Party Union, Teamsters Local 769 is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

20 *Wage Increase History at Conway/XPO Freight Logistics prior to the certification of the Union at Miami/Hialeah*

In 2009, as the result of the recession, Conway Freight laid off 2500 employees and reduced the wages of its drivers (DSRs) company-wide by 5%. In early January 2010, as 25 business conditions improved, Conway restored half of that reduction (2.6%) and in early January 2011, it restored the other half (another 2.6% increase). After 2011 Conway and then XPO began to increase DSR wages, motivated at least in part by a shortage of truck drivers and “poaching” of its drivers by other trucking companies.

30 In February 2012 Conway announced a 2.5% increase for its DSRs and dockworkers company-wide, effective April 1, 2012. In a February 2012 Q & A memo to employees, Conway stated:

Why are increases timed for an April 1 effective date?

35 The April timing is an improvement from past practices at the former individual business unit level, where increases were previously implemented at various times of the year.

...

40 **Will the company continue to award increases in the future?**

The decision to implement increases, as always, is driven by the company’s ability to absorb additional costs and maintain the viability of the business. It is our intent, through effective strategic goals, employee engagement, and Lean process improvements, to achieve market based competitiveness with regard to wages and benefits (Total Rewards) 45 for the long term.

G.C. Exh. 4.

Prior to March 1, 2013, Conway began evaluating its service centers to determine whether they were paying wages at, above or below the market rate for labor in their geographical areas. On March 31, 2013, Conway implemented a 4% wage increase for DSRs and dockworkers at service centers that were paying wages below the market rate; 2% for those at centers paying wages at the market rate and a 2% lump-sum payment for employees at those centers paying above the market rate for labor. DSRs and dockworkers at Miami/Hialeah received a 4% wage increase.²

In March 2014, Respondent implemented a pilot program wage structure for dockworkers. Each service center was allowed to determine whether it was going to participate in the program. Miami decided to do so and as a result Miami dockworkers received a wage increase in March 2014. Dockworkers at locations that did not choose to participate in the pilot program received a 25 cent per hour raise in June. This pilot program was only in effect in 2014. Full-time dockworkers at Miami received an increase from \$14.11 per hour to \$15, \$16 or \$17 depending on their length of time with Conway, Exhs. R-8 and R-9.

On June 29, 2014, Conway gave wage increases to DSRs, but not to dockworkers as follows: DSRs at service centers paying above or at the market rate for labor received a 2% increase; those at centers paying below the market rate received a 4% increase. DSRs working at a limited number of centers deemed to be operating in highly competitive labor markets received increases of between 5 and 21%. The Miami DSRs received a 2% increase.

Conway announced increases on September 29, 2014 that were to go into effect on January 1, 2015 for drivers. These increases were to vary from 3-25% depending on the employee and the service center at which he or she worked. At about this time the Teamsters began an organizing drive at the Miami Service Center. Also, at about the same time, Conway consolidated its over 40 pay zones to 4 pay zones. Each “geozone” consists of service centers in which the market rate for labor is similar to other service centers in that zone.

December 22, 2014: Teamsters Local 769 is certified as the bargaining representative of the drivers and dockworkers at the Miami service center.

Local 769 filed a representation petition for the Miami service center DSRs and dockworkers on October 31, 2014. The Teamsters’ organizing drive culminated in a Board election on December 11, 2014 in which a majority of the bargaining unit members voted in favor of representation by the Union.³ The Union was certified on December 22. Conway and the Union began collective bargaining with regard to the bargaining unit in Miami in February 2015. Bargaining has continued at 57 sessions through October 2017. There has been no agreement on an overall collective bargaining agreement.

² Some DSRs are “city drivers” who are paid strictly an hourly wage. Other DSRs are “line haul drivers” who are paid by mileage when driving and an hourly rate when working but not driving. The “line haul” drivers in Miami typically drive at night between Miami and Orlando, a freight hub. When city drivers received wage increases, line hauls drivers received a corresponding increase in their mileage payments.

³ In April 2017, the bargaining unit consisted of about 58 drivers and 16 dockworkers.

The Teamsters also conducted organizing campaigns at other Conway service centers. It won representation elections in Laredo, Texas, Los Angeles, California, Aurora, Illinois, King of Prussia, Pennsylvania and Trenton, New Jersey.

5 Respondent, while challenging the certification of the Union at those locations, has accorded bargaining unit employees the same wage increases as it has for its unrepresented service centers.⁴

10 *Wage Increase History after the Union's certification at the Miami Service Center*

On January 4, 2015, Miami DSRs received pay increases of between 6.2% and 18%. This was consistent with what DSRs at other locations in Respondent's geozone 5 received. Respondent states that since these company-wide increases were announced prior to the Union's certification, it believed it was obligated to pay them.

15 On March 29, 2015 Respondent's dockworkers received wage increases on a company-wide basis. However, Respondent did not give these raises to the Miami dockworkers on the grounds that it was not required to so because it was bargaining with the Union for an initial contract. On April 20, 2015, Joe Lopez, a union business agent and Local 769's lead negotiator, sent Respondent a letter demanding that Miami dockworkers be given the same wage increase as those at other locations. In collective bargaining sessions in April 2015, Respondent told Lopez that it was not required to do so and offered to begin bargaining on economic issues. The Union did not file an unfair labor practice charge in 2015 about this matter, or take Respondent up on its offer to begin bargaining economics.

25 *October 30, 2015: XPO acquires Conway*

On October 30, 2015, XPO acquired the parent company of Conway Freight, which operated the service centers at issue in this case, including the one in Miami, Florida. At the 30 Miami service center, the only thing that changed upon the acquisition was the name of the company operating it.

35 *Wage increases and collective bargaining after the acquisition of Conway service centers by XPO*

XPO gave wage increases to DSRs on a company-wide basis on April 3, 2016 according to the following formula: entry level and step 1 drivers (1 year of service) received no increase; step 2 (those with at least 2 years of service) drivers received a 30 cent per hour increase; step 3 or higher drivers (those with at least 3 years of service with Conway/XPO) received a 50 cent per 40 hour increase. Line haul drivers at step 2 received an extra .7 cents per mile; those at step 3

⁴ Bargaining has apparently begun with regard to Laredo and King of Prussia. Respondent's objections to the election are pending in Trenton and Los Angeles. The company is challenging the Union's certification in Aurora as it had done previously in Laredo. To date Respondent and the Teamsters have not negotiated a collective bargaining agreement anywhere.

received an additional 1.1 cents per mile.⁵ No DSR in Miami received any wage or mileage increase.

5 Miami employees became aware of the increases given to employees elsewhere soon after their implementation via contact between the Miami line haul drivers and drivers from other service centers. This contact generally occurred at the Orlando hub. Also, management officials told Miami employees in a meeting that any raises they received would have to be negotiated by the Union.

10 At the same time, dockworkers company-wide at step 3 (2 years' service) and step 4 (3 years' service) received a 30 cent and 35 cent per hour wage increase respectively. However, no dockworker at the Miami received a wage increase in April 2016. The Union notified Respondent in April 2016 that it had no objection to the Miami DSRs and dockworkers receiving the same increase as other company DSRs and dockworkers. Respondent replied that it was
15 unwilling to negotiate economic issues on a piecemeal basis. It again offered to start bargaining on economic issues, which the parties had earlier deferred until agreement was reached on non-economic issues. The Union did not respond to this offer.⁶

20 *Analysis*

Respondent violated Section 8(a)(3) and (1) by withholding the April 2016 wage increases from the Miami represented employees.

25 At page 39 of its brief, Respondent contends that the General Counsel has abandoned its assertion that Respondent violated Section 8(a)(3). That is not the case. The General Counsel withdrew the allegation in paragraph 6(e) of the complaint that alleged that Respondent withheld the 2016 wage increase to DSRs because Miami employees joined Local 769 and to discourage employees from engaging in protected activities. However, the General Counsel continues to
30 allege that Respondent violated Section 8(a)(3) by engaging in conduct inherently destructive of employees' Section 7 rights in complaint paragraphs 6(a)-6(d) and 8.

35 In *NLRB v. Great Dane Trailers, Inc.*, 388 U.S. 26 (1967) the Supreme Court found the employer in violation of Section 8(a)(3) and (1) by withholding the payment of accrued vacation benefits to striking employees while paying such benefits to nonstrikers. The court held that by doing so Great Dane discriminated against employees for exercising their Section 7 rights, and

⁵ XPO did not do a market analysis for Miami in 2016; thus it assumedly did not know whether the DSRs and dockworkers at Miami were being paid at, above, or below the market rate for labor in geozone 5.

⁶ In 2016 Respondent implemented a 5-10% increase in health insurance premiums company-wide. It did not implement this increase for Miami bargaining unit employees.

In 2017, there was another 11-13% increase, which was not implemented for Miami bargaining unit employees. Out of pocket medical expenses also increased for employees elsewhere and co-pays were implemented. This was not true for Miami bargaining unit employees. Respondent also implemented a less generous personal time off policy, but exempted the Miami bargaining unit from this change.

that the discrimination was inherently destructive of these employees' Section 7 rights, thus obviating the need for the General Counsel to prove an underlying anti-union motive. If the resulting harm to employee rights is comparatively slight, an employer may prevail by establishing that a substantial and legitimate business end was served.

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In this case there is no question that XPO discriminated against represented employees by withholding a wage increase that it gave to non-represented employees – for the very reason that they were represented and in collective bargaining negotiations. As in *Great Dane* it is unnecessary to determine the degree to which employee rights were harmed. However, it is clear that when employees are denied raises for 3 years because they are in collective bargaining, their rights are substantially compromised. Support for the Union is bound to diminish under such circumstances and employees will be increasingly inclined to abandon their rights to collective bargaining.

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Respondent posits a substantial and legitimate business end, the right to negotiate wages and other terms and conditions of employment in collective bargaining. This, of course, is an objective specifically endorsed by the Board in *Shell Oil* and subsequent cases.⁷ However, the *Shell Oil* doctrine does not preclude a finding of an 8(a)(3) violation when Respondent was not privileged to depart from an established past practice of granting wage increases. The key issue, therefore in this case was whether there was such an established past practice, or conversely did XPO “change” the terms and conditions of Miami employees' employment by denying them the wage increase that it granted to other non-represented employees.

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If not for the *Shell Oil* issue this record would be devoid of any substantial and legitimate business reason for denying the Miami employees wage increases. Corporate-wide, Respondent has been very concerned with a shortage of truck drivers and has sought to retain them by raising their wages and other means. It has been very concerned with “poaching” of its drivers by other trucking companies. Thus, ever since the economy began to recover in 2010 from the last recession, XPO has sought to pay wages competitive with other trucking companies. Denying corporate-wide wage increases to the represented employees is inconsistent with that business objective.

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I find that despite *Shell Oil*, Respondent was not privileged to deny corporate-wide wage increases to the Miami represented employees. Between 2010 and 2015, wage increases occurred with such regularity and frequency that employees could reasonably expect them on a regular and consistent basis, *Philadelphia Coca-Cola Bottling Co.*, 340 NLRB 349, 353-354 (2003).⁸

Pursuant to the Board's unanimous decision in *Arc Bridges, Inc.*, 355 NLRB 1222 (2010), *Shell Oil* does not preclude finding an 8(a)(3) violation in this case because XPO

⁷ However, since the parties in collective bargaining are generally bargaining over terms and conditions in the future, I fail to see why granting wage increases that are granted to non-represented employees compromises an employer's bargaining position. If a Union insists on better terms with respect to benefits in the future, for example, the employer can insist on wages lower than those paid to non-represented employees in the future.

⁸ Respondent prefers starting the comparison in 2009. However, I find the relevant period for comparison starts in 2010 when the economy recovered and Respondent began to raise wages annually in an effort to retain drivers.

withheld an existing benefit from represented employees rather than, as in *Shell Oil*, a new benefit. Although the *Arc Bridges* decision was reversed by the Court of Appeals for the District of Columbia Circuit, 662 F.3d 1235 (D.C. Cir. 2011), it remains controlling Board precedent, *Waco, Inc.*, 273 NLRB 746, 749 fn. 14 (1984).⁹ There is a significant distinction in withholding a new benefit, for which represented employees have no reasonable expectation of receiving and existing benefits that they have received annually for several years.

The *Arc Bridges* Board stated:

By contrast [to *Shell Oil*], where an employer withholds from its represented employees an existing benefit (i.e., an established condition of employment), the proper analytical framework is found in *NLRB v. Great Dane Trailers, Inc.*, 388 U.S. 26 (1967). In those circumstances, the Board will find that the unilateral withholding of an established condition of employment is “inherently destructive” of their Section 7 rights, even absent proof of antiunion motivation... The key question, therefore, is whether the June-July wage review process was, as the judge found, an established condition of employment for all of the Respondent’s employees, including those represented by the Union.

355 NLRB 1222 at 1223.

In this regard it is instructive to look at Respondent’s practice of granting wage increases between 2010 and 2016.

	DSRs	Dockworkers
January 2010	2.6%	zero
January 2011	2.5%	zero
April 1, 2012	2.5%	2.5%
March 2013	4%	4%
June 29, 2014	2%	March 2014 \$0.25 per hour

⁹ The Board recently cited to its original *Arc Bridges* decision in *Raytheon Network Centric Systems*, 365 NLRB No. 161 (2017) at slip opinion page 8. In that case the Board found that the employer’s modification of employees’ health care costs constituted an established past practice because the modifications did not materially vary in kind or degree from what had been customary in the past. This was so even though the challenged actions involved substantial discretion. Thus, the Board found the employer did not violate Section 8(a)(5) in making these modifications. The D.C. Circuit reversed the Board twice in *Arc Bridges*. However, neither decision addresses the Board’s view that *Shell Oil* only applies to new benefits being granted to unrepresented employees and not represented employees. In the first review the Court found that substantial evidence did not support the Board’s finding that Arc had an established practice of granting wage increases. It remanded the case to the Board for a determination as to whether Arc violated Section 8(a)(3). The second review at 861 F.3d 193 (D.C. Cir. 2017) reversed the Board’s finding that Arc’s decision to withhold a wage increase was motivated by anti-union animus.

Facts relating to the Section 10(b) issue

5 The initial charge filed on July 11, 2016 alleged that Respondent violated Section 8(a)(3) because it “retaliated against bargaining unit employees at its Hialeah [Florida] facility by failing to extend a company-wide raise issued to all non-unionized facilities because the Hialeah employees elected the Union as their bargaining representative.”

10 The February 28, 2017 complaint parroted the language of the charge and alleged that Respondent discriminated against the unionized Hialeah employees in violation of Section 8(a)(3).

15 On March 14, 2017, Respondent filed a Motion to Dismiss the Complaint, or in the Alternative for a Bill of Particulars. In that motion Respondent argued that under *Shell Oil*, 77 NLRB 1306, 1310 (1948), its conduct in withholding wages increases from unit employees did not violate the Act.

20 On April 24, 2017, I granted (upon reconsideration) Respondent’s motion for a Bill of Particulars. I ordered the General Counsel to clarify whether it was contending that Respondent had an unlawful motive in engaging in the violative conduct or whether it was only alleging that the conduct was unlawful on its face.

25 On May 30, 2017, the Union filed an amended charge alleging violation of Section 8(a)(5), 8(a)(3) and 8(a)(1). Specifically the amended charge alleged that Respondent failed to bargain collectively and in good faith with the Union by withholding the April 2016 raise and retaliated against unit employees by doing so.

30 The Amended Complaint of July 31, 2017 alleges violations of Section 8(a)(5), (a)(3) and (1). The General Counsel now alleges that Respondent withheld in the April 2016 despite an established past practice of granting annual wage increases to its driver sales representatives (DSRs) and loading dock workers in violation of Section 8(a)(5) and that withholding the raise is inherently destructive of unit employees’ Section 7 rights.

35 The General Counsel continues to maintain that Respondent violated Section 8(a)(3) but after hearing withdrew the allegation that Respondent withheld the April 2016 raise because unit employees formed, joined and assisted the Union and sought to discourage unit employees from engaging in such activities.

40 Respondent contends that the Section 8(a)(5) allegations are time-barred by Section 10(b) of the Act. Pursuant to *Redd-I, Inc.*, 290 NLRB 1115 (1988) one of the factors the Board looks at is whether the complaint alleges a violation of the same section of the Act as a timely filed charge. Since there was no timely charge alleging a Section 8(a)(5) in this case, Respondent contends that the allegations in the complaint alleging an 8(a)(5) violation are time-barred. Under *Whitewood Maintenance Co.*, 292 NLRB 1159, 1170 and fn. 32 (1989), the fact that a complaint allegation alleges a violation of a different section of the Act is not always
45 determinative as to whether the complaint allegation is otherwise sufficiently closely related to a timely-filed charge. Given the fact that I have found that Respondent violated Section 8(a)(3) on

the same facts, and the fact that a remedy for 8(a)(5) violations would be cumulative, I need not address the issue of whether the 8(a)(5) allegation is time-barred.

Conclusion of Law

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Respondent violated Section 8(a)(3) and (1) in withholding a corporate-wide wage increase from the represented employees at its Miami/Hialeah service center.

REMEDY

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Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act. Each of the affected employees shall be reimbursed for the increases they would have received in April 2016 to the present time by payment of the difference between their actual wages and benefits and the wages and benefits they would have received had they been compensated in the same manner as Respondent's unrepresented employees. Back pay shall be computed in accordance with *Ogle Protection Service, Inc.*, 183 NLRB 682 (1970), plus interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987) compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Respondent shall also file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters and compensate employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year, *Advoserv of New Jersey, Inc.*, 363 NLRB No. 143 (2016).

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On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹¹

ORDER

30

The Respondent, XPO Logistics Freight, its officers, agents, successors, and assigns, shall

1. Cease and desist from

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(a) Discouraging membership in the International Brotherhood of Teamsters or any other labor organization by withholding wage increases that have been granted to similarly situated unrepresented employees and are part of an established past practice, from employees represented by the Teamsters or any other labor organization.

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(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

¹¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

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

(a) Make whole employees in its Miami/Hialeah service center, who are represented by the Charging Party Union, for any monetary loss suffered as a result of Respondent's failure to grant to these employees, wages granted to similarly situated unrepresented employees, retroactive to April 2016, plus interest in the manner set forth in the remedy section of this decision.

(b) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(c) Within 14 days after service by the Region, post at its Miami/Hialeah service center copies of the attached notice marked "Appendix."¹² Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 3, 2016.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. January 19, 2018



Arthur J. Amchan
Administrative Law Judge

¹² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

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

WE WILL NOT discourage membership in the International Brotherhood of Teamsters or any other labor organization by withholding wage increases, that have been granted to similarly situated unrepresented employees and are part of an established past practice, from employees represented by the Teamsters or any other labor organization.

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

WE WILL make employees represented by Local 769 of the International Brotherhood of Teamsters whole for any loss of earnings resulting from our failure to grant them wage increases which were granted to similarly situated unrepresented employees and were part of an established past practice, plus interest compounded daily.

WE WILL file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters.

WE WILL compensate employees for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than 1 year.

XPO LOGISTICS FREIGHT, INC.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

South Trust Plaza, 201 East Kennedy Boulevard, Ste 530, Tampa, FL 33602-5824
(813) 228-2641, Hours: 8 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/12-CA-179859 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



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

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (813) 228-2345.