

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SUBREGION 24**

CAPITOL TRANSPORTATION, INC.,

and

ARCADIO VIÑAS, an Individual,

Cases 12-CA-180495

12-CA-181123

and

12-CA-187845

12-CA-188221

UNION DE TRONQUISTAS DE PUERTO

12-CA-199292

RICO, LOCAL 901, INTERNATIONAL

12-CA-201424

BROTHERHOOD OF TEAMSTERS,

12-CA-213526

and

ELIAS TORRES, and Individual

**COUNSEL FOR THE GENERAL COUNSEL'S MOTION REQUESTING LEAVE TO
SUBMIT ENGLISH TRANSLATIONS OF ADDITIONAL ARTICLES OF GC EXHIBIT
9(a) TO BE INCORPORATED TO GC EXHIBIT 9(b)**

1. On March 12, 2019, an administrative hearing was held in the instant case.
2. During the hearing, Administrative Law Judge Michael A. Rosas admitted into evidence GC Exhibit 9(a) which consist of the Spanish version of the Collective Bargaining Agreement (CBA) between Respondent and the Union. Together with GC Exhibit 9(a), ALJ Rosas admitted into evidence GC Exhibit 9(b) which consist of the English translations of certain articles of the CBA that are in controversy or in some way related to this case and/or referenced in the complaint. Specifically, GC Exhibit 9(b) consist of the English translation of the following: Appearance, Articles I (Bargaining Unit), II (Recognition), X (Seniority), XIX (Work Assignment), XXXIV (Subcontracting), and Stipulation dated September 15, 2010.

3. However, while reviewing the record, we noticed that there are additional articles that are related to this case and/or referenced in the Complaint that inadvertently were not translated and submitted as part of GC Exhibit 9(b).
4. Through this motion, Counsel for the General Counsel request leave to submit into evidence the English translations of the following: Articles V (Shop Stewards), XII (Current or Newly Created Vacancies), XXV (Disciplinary Actions), and Attachment 1 (Disciplinary Regulations), and respectfully request them to be incorporated to GC Exhibit 9(b), already admitted into evidence.

Dated at San Juan, Puerto Rico this 23rd day of April 2019.

Respectfully submitted,

s/ Enrique González Quiñones

Enrique González Quiñones

Counsel for the General Counsel

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Subregion 24

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ARTICLE V
SHOP STEWARD

Section 1. Appointment

The Union, at its discretion, will select the medium or procedure for selecting or appointing show stewards and it may dismiss them in a way that best serves the Union and its members.

Section 2. Functions of the Show Stewards

- a. Investigation and processing of complaints and grievances.
- b. Processing of Union messages and directives.
- c. Verification of reports that the Employer is required to provide to the Union.
- d. Control of bulletin boards designated by the Employer for the Union.
- e. Oversee the faithful compliance of the Bargaining Agreement.

Section 3. Unauthorized Activity

Shop Stewards and substitutes will not have the authority to declare strikes or any other action that stops or obstructs the Employer operations.

Section 4. Seniority

Shop Stewards will have super seniority independently from the date they started working with respect to personnel reduction due to the economy and re-hiring. The general sub-shop steward will have super seniority in the case of personnel reduction and re-hiring and will have the rights and functions of the General Shop Steward when the latter is absent.

Section 5. Number of Shop Stewards

There will be one general show steward and one sub-shop steward in every terminal.

Section 6. Shop Steward Absences

Shop Stewards will not abandon their post until notifying their immediate supervisor or department chief and will only abandon the Employer premises in functions related to their position under Board of Director's or its representative's requirement after it notifies the Personnel Chief or the Director of Industrial Relations.

ARTICLE XII
CURRENT OR NEWLY CREATED VACANCIES

Section 1. Current or Newly Created Vacancies

When there are current vacancies and/or newly created vacancies, the Employer will post them on the bulletin board for five (5) business days. If there are interested employees, these will apply for the announced vacancies. The Employer will pick from the interested employees taking into account seniority rights within the hiring unit and that the employee qualifies to do the job. Five (5) days after the posting, the Employer will have ten (10) days to award the vacancy.

Section 2. Right of the Employee

Within the thirty (30) probationary days, the employee may return to his/her original classification or be reassigned to it if the employee does not qualify without losing his/her seniority right. If before the thirty (30) days, the employee chooses to return to the original classification or be reassigned because s/he cannot perform in a responsible manner, s/he will form part of the last place of the classification list to which h/she must return. If there are no interested employees or who do not qualify, the Employer will proceed to recruit as stipulated in the Agreement.

ARTICLE XXV

DISCIPLINARY ACTIONS

Section 1. Right of the Employer

The Employer will apply disciplinary actions in just cause adhering to the Employer's right, policies and procedures.

Section 2. Disciplinary Action

The Employer will not be under obligation of exhausting the Complaint and Grievance procedure established under the current Bargaining Agreement before imposing the disciplinary action.

Section 3. Progressive Discipline

Except for those infractions contained in the table included in the current agreement as Annex I, and those similar in importance, severity and magnitude, all other disciplinary actions will be applied in adherence to the following progressive discipline: 1st infraction - written warning; 2nd infraction - written warning; 3rd infraction - suspension from employment and pay of five (5) work days; 4th infraction - termination.

Section 4. Disciplinary Action Notification

Every disciplinary action, including warning letters, will be in writing and notified to the employee and copied to the General Shop Steward and the Union and it will contain the cause of action, date, time and place where the incident occurred providing the basis for the disciplinary action. Said notification will be conducted in a period of ten (10) days, from the moment the Employer

gained knowledge of the incident occurrence that provided the basis for the disciplinary action.

Section 5. Absences

Any necessary absence must be personally notified by the employee to the supervisor at least two (2) hours prior to the beginning of the shift. The Employer will have the right to request from the employee a medical certificate justifying the absence. When an employee is frequently absent because of illness or non-labor related injuries, the Employer may require the employee to submit to a physical examination by a doctor chosen by the Employer.

Section 6. Tardiness

Any need for late arrivals must be personally notified by the employee to the supervisor as soon as possible and no later than half (1/2) an hour prior to the beginning of the shift. It will be considered as late if the employee arrives to work after seven (7) minutes from the official entry time without complying with the notification requirement hereto established.

Section 7. Work Abandonment

Becoming absent for (3) consecutive days from the company without notification will be considered as voluntary work abandonment and will constitute just cause for termination.

Section 8. Appearance

Every employee must maintain an acceptable appearance, including beard, clean and kept hair.

Section 9. Expiration

Every disciplinary action will expire in nine (9) months from its issuance, except for those included in the table described as Annex I, in which case those will expire in twelve (12) months from its issuance if the employee resorts to the same violation within the twelve (12) months of the issuance of first violation.

I hereby certify that I am fluent in English and Spanish and that the attached English language translation is an accurate translation of the Spanish language original document.

/s/ Diego A Pinzon
Signature, Language Specialist

4/17/2019
Date

ATTACHMENT I

DISCIPLINARY REGULATIONS

	1 ST INFRACTION	2 ND INFRACTION	3 RD INFRACTION	4 TH INFRACTION
1. Idleness or loss of time during work hours	Written Warning	Written Warning	Suspension of employment and 5-days' pay	Termination
2. Perform an act or use threatening, obscene or indecent language in front of third party or clients.	Suspension of employment and 5-days' pay	Termination		
3. Incurring in disorderly conduct on Company premises or the clients	Written Warning	Written Warning. If the 1 st infraction were on the clients' premises and the second one also, Suspension of employment and 5-days' pay	Suspension of 5-days. If the 1 st and the second infraction were on the clients' premises and the third also, Termination	Termination
4. Violating the rules and practices of security	Written Warning	Suspension of employment and 5-days pay	Termination	

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	1 ST INFRACTION	2 ND INFRACTION	3 RD INFRACTION	4 TH INFRACTION
5. Commit or cause aggression, arguments or disorder within the Company, in the work areas or on client's premises.	Written Warning Suspension of employment and 5-days' pay, or Termination. If it is on the clients premises or in the presence of a third party or clients, Suspension of employment and 5 days' pay or Termination.	Suspension of employment and 5 days' pay; If it is on the client premises or in the presence of a third party or clients. Termination.	Termination	
6. Introduce, possess, sell or use intoxicating beverages or substances controlled at work'	Termination			
7. Improper conduct within or outside work in which may affect the good name or puts the Company in difficulty.	Written Warning	Suspension of employment and 5-days' pay	Termination	
8. Participate in games prohibited by law on the premises of the Company, work areas or client premises	Suspension of employment and 5-days' pay; if it is in the premises of a client, Termination	Termination		

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	1 ST INFRACTION	2 ND INFRACTION	3 RD INFRACTION	4 TH INFRACTION
9. Omit information in, falsifying, altering or maliciously removing documents related to your employment or that affect your employee status.	Termination			
10. Make unauthorized use of Company equipment or property or allow it to be lost, destroyed or damage.	Suspension of employment and 5-days' pay; or Termination	Termination		
11. Seize or take illegal ownership of Company, employee or client's property.	Termination			
12. Making false, vicious or malicious statements about the Company, employees, or client	Written Warning	Suspension of employment and 5-days' pay	Termination	
13. Insubordination	Written Warning	Suspension of employment and 5-days' pay	Termination	
14. Carry, handle or use weapons and explosives in Company facilities	Termination			
15. Incurring, carrying out or encouraging the practice of sexual harassment in the job	Termination			
16. Request retribution or gratuity for services.	Suspension of employment and 5-days' pay	Termination		

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	1 ST INFRACTION	2 ND INFRACTION	3 RD INFRACTION	4 TH INFRACTION
17. Conviction for serious crimes or less serious crimes or behavior patterns that imply moral depravation.	Termination			
18. Incur in behavior that can be considered as a crime.	Suspension of employment and 5-days' pay or Termination	Termination		
19. Abandonment of work	Termination			
20. Transportation of passenger or cargo not authorized	Termination			
21. Leaving an assigned route	Written Warning	Suspension of employment and 5-days' pay	Termination	
22. Negligence in the performance of their work and / or duties.	Suspension of employment and 5-days' pay; or Termination	Termination		
23. Lack of honesty	Termination			
24. Posing as a representative or agent of the Company to perform unauthorized acts in order to defraud the Company or clients	Termination			
25. Disclose Company information to third parties	Suspension of employment and 5-days' pay; or Termination	Termination		
26. Not returning to work after making use of any leave.	Termination			
27. Alter the attendance sheet or that of a co-worker	Termination			

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	1 ST INFRACTION	2 ND INFRACTION	3 RD INFRACTION	4 TH INFRACTION
28. Smoking in the Company premises, or in Company vehicles, or the client's premises	Written Warning If it's in the client premises, suspension of employment and 5-days' pay.	Written Warning If the 1 st infraction was on a client premises and the second one also, Termination	Suspension of employment and 5-days' pay.	Termination
29. Improper or discourteous treatment to clients	Written Warning	Suspension of employment and 5-days' pay.	Termination	
30. Possess sexual material in the computer systems, premises or Company property	Termination			
31. Reckless negligence in handling company equipment	Termination			
32. Unexcused absences in excess of three (3) days one month	Written Warning	Suspension of employment and 5-days' pay	Termination	
33. Unexcused absences in excess of four (4) days in a 3-month period	Written Warning	Suspension of employment and 5-days' pay.	Termination	
34. Violating dress code, not wearing the uniform or use incomplete uniform	Written Warning	Suspension of employment and 5-days' pay.	Termination	
35. Unexcused tardiness in excess of three (3) days in one month	Written Warning	Suspension of employment and 5-days' pay.	Termination	
36. Unexcused tardiness in excess of four (4) days in a 3-month period	Written Warning	Suspension of employment and 5-days' pay.	Termination	

Signatures

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