

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

GEODIS LOGISTICS, LLC

and

**Cases 15-CA-218543
15-CA-226722
15-CA-232539
15-CA-239440
15-CA-239492**

UNITED STEELWORKERS UNION

ORDER

The Respondent's request for special permission to appeal from the March 27, 2020 Order of the Regional Director for Region 15 is granted. On the merits, the appeal is also granted.

On March 27, 2018, the Regional Director issued a complaint in this case. On January 22, 2020, the Regional Director approved an informal settlement agreement resolving these complaint allegations. That agreement included a non-admissions clause.

On March 27 and November 29, 2018, decertification petitions were filed in Cases 15-RD-217294 and 15-RD-231857, respectively. The Regional Director dismissed those petitions on January 2, 2020 and, on April 13, 2020, the Board denied review of this action. The Board's order denying review specified that the "petitions are subject to reinstatement, if appropriate, after final disposition of the unfair labor practice proceedings."¹

¹ The Regional Director's order dismissing the petitions failed to specify that they were subject to reinstatement, as Board precedent requires. See *Tru-Serv Corp.*, 349 NLRB 227 (2007) ("a timely filed decertification petition that has met all of the Board's

On January 25, 2020, the Respondent filed a request to reinstate the petitions. On February 5, 2020, the Charging Party filed a request to withdraw from the settlement agreement in this case, which the Regional Director granted on March 27, 2020. The Regional Director found that revocation of the settlement agreement was warranted because the Charging Party mistakenly believed that the petitions could not be reinstated. She also noted, *inter alia*:

the long and recidivist nature of the unfair labor practices at this facility; the Union's position that there was not a meeting of the minds when entering into the Settlement; the Union's quick notification that the Settlement was not acceptable; Geodis' limited and easily reversible action in furtherance of the Settlement, and finally, and perhaps most significantly, [that] revoking the Settlement is in the best interest of the Act and the Agency's interest in protecting the election process and not processing petitions where the Showing of Interest has been tainted by an employer's unfair labor practices

We find that the Regional Director abused her discretion in revoking the parties' informal settlement agreement. The settlement agreement specifically provides that "[n]o further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice," and there is no evidence that the settlement had been breached.² Nor is

requirements should be reinstated and processed at the petitioner's request following the parties' settlement and resolution of the unfair labor practice charge.").

We express no view as to the proper disposition of an appropriate request to reinstate the petitions discussed above, consistent with the principles stated in *Tru-Serv*, as those matters are not before us here.

² See also Sec. 10148.4 of the Board's Case Handling Manual, which states:

When the Regional Director is satisfied that the provisions of the informal settlement agreement have been carried out, including the passage of the notice-posting period, the case should be closed on compliance and the parties should be so notified. The notification should specifically state that the closing is conditioned on continued observance of the terms of the settlement agreement.

there any evidence that the Union entered into the informal settlement based on a misrepresentation made by the Respondent. As the Regional Director noted, any impression that the petitions could not be reinstated consistent with the standards specified in *Tru-Serv*, upon an appropriate request, was mistaken. Any such misapprehension thus cannot support a finding that there was no meeting of the minds regarding the settlement.³ Finally the Regional Director found that there has been a long history of unfair labor practices at this facility and we take that history seriously. However, that history was known to all parties at the time they agreed to the settlement, and therefore also provides no basis for revoking it.

Accordingly, the Regional Director's Order is vacated. The Regional Director is directed to reinstate the informal settlement agreement and dismiss the second consolidated complaint.

Dated, Washington, D.C., July 21, 2020.

JOHN F. RING	CHAIRMAN
MARVIN E. KAPLAN	MEMBER
WILLIAM J. EMANUEL	MEMBER

³ As indicated in *Tru-Serv*, a regional director should take into account the impact on a decertification petition of a settlement agreement resolving unfair labor practices with a non-admissions clause before approving it, including involving the decertification petitioner in the settlement. 349 NLRB at 231. These considerations therefore provide no valid basis for revoking such an agreement once it has been approved.