

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

**GCA SERVICES GROUP, INC.**

**and**

Cases 28-CA-080785  
28-CA-083504

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 99, AFL-CIO**

**DECISION AND ORDER**

Statement of the Cases

On October 30, 2012, GCA Services Group, Inc., (the Respondent), United Food and Commercial Workers Union Local 99, AFL-CIO (Charging Party or the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

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

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

**Findings of Fact**

1. The Respondent's business

The Respondent is a Delaware corporation with an office and place of business in Mesa, Arizona (the Respondent's facility). It is engaged in the janitorial and facilities maintenance industry and provides services to various locations across the United States including the City of Phoenix, Sky Harbor International Airport and rental car facilities in the Phoenix, Arizona area (the Respondent's Jobsite).

In conducting its business operations during the one-year period ending May 10, 2012, the Respondent purchased and received at the Respondent's facility, goods valued in excess of \$50,000 directly from outside the State of Arizona.

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

2. The labor organization involved

The United Food and Commercial Workers Union Local 99, AFL-CIO, is now, and has been at all material times, a labor organization within the meaning of Section 2(5) of the Act.

**ORDER**

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

The Respondent, GCA Services Group, Inc., Mesa, Arizona, its officers, agents, successors, and assigns shall:

1. Cease and desist from:

(a) Maintaining in the Respondent's Employee Handbook For Hourly Employees, the following overly-broad and discriminatory rules:

(i) At Page 6:

Confidential Information

All information concerning Company and/or customer business must be held in strict confidence and must not be discussed with anyone other than those Company employees who need the information in the performance of their work.

Due to the sensitive nature of information present within our customers' facilities, it is of the utmost importance you observe strict confidentiality regarding information learned as you perform your job. Confidential, proprietary, and private information about GCA Services Group, employees, and customers is intended for use within the scope of your job at the facility. A breach of confidentiality may be cause for disciplinary action, up to and including termination.

(ii) At Page 9:

Employment Record Access

Your employment record is considered confidential and includes your resume, benefit selections, performance reviews, employment history, and

other employment information. Personnel files are the property of GCA and access to the information contained therein is restricted in accordance with state and/or federal law.

(iii) At Page 10:

#### Non-Harassment

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GCA strongly encourages the prompt reporting of all incidents of discriminatory harassment. If an employee believes that he or she has been subjected to sexual or other discriminatory harassment, or if an employee has observed such harassment directed toward a fellow employee, GCA requires him or her to promptly notify their Account Manager, their Human Resources Representative, or the Vice President of Human Resources for prompt investigation and resolution. Any manager or director who receives a report of harassment must immediately notify their Human Resources Director.

When a report of discriminatory harassment is made as specified above, the Human Resources Department will ensure a prompt investigation as deemed appropriate under the circumstances. The steps to be taken during the investigation cannot be fixed in advance, but will vary depending upon the nature of the allegations. Confidentiality will be maintained throughout the investigative process to the extent practicable and consistent with the Company's need to undertake a full investigation.

(iv) At Page 14:

#### Company Work Rules and Regulations

Employees have a responsibility to perform their assigned job in a satisfactory and conscientious manner and to conduct themselves according to reasonable standards of conduct. Below is a list of standards to guide employee conduct while at work. Please read them carefully and be sure you understand them. Some of these rules are so serious that even a single violation may result in discharge (major offenses). With other violations; you may be warned and given another chance (minor offenses). Obviously we could not cover everything in these rules, and we expect the employee to use his or her common sense. Some behavior not specifically listed below may lead to discipline up to termination depending upon its severity. Therefore, if unsure what to do in a given situation, it is the employee's responsibility to speak to his or her supervisor before acting.

## Major Offenses (May result In Immediate discharge)

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A2. Breach of Trust-Failure to maintain confidentiality.

(v) At Page 15:

## Minor Offenses (infractions generally requiring progressive discipline)

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B3. Leaving work area or the property without authorization.

(vi) At Page 15:

B9. Loafing or loitering on the job.

(vii) At Page 15:

B11. Conducting oneself in a disorderly, or offensive manner, engaging in horseplay.

(viii) At Page 17:

## Use of Communication Systems

It is the intent of GCA Services Group to provide the communication systems necessary for the conduct of its business.

Employees are expected to adhere to proper use of all communication systems. These include, but are not limited to, telephone, electronic mail (e-mail), facsimile, Internet, corporate Intranet, voice mail, computer terminals, modems, and systems software.

The communication systems are owned and operated by the Company and are to be used for the business of the Company. Employees should have no expectation of privacy of any correspondence, messages, or information in the systems.

The Company reserves the right to access and disclose all such messages sent for any purpose. All such messages, regardless of content or the intent of the sender, are a form of corporate correspondence, and are subject to the same internal and external regulation, security, and scrutiny as any other corporate correspondence. E-mail communications must be written in accordance with customary business communications. E-mail communications are official internal

Company communications, which may be subject to summons in legal proceedings. Work-related messages should only be directed to the affected employee(s) rather than sending a global message to all employees.

The Company's communication systems shall not be used as a forum to promote political or religious causes or to solicit or proselytize for commercial ventures, outside organizations, or other non-job-related solicitations, or any illegal activity. The Company also prohibits offensive or improper messages or opinions: transmission of sexually explicit images, messages, cartoons, or other such items; or messages that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, marital status, age, disability, religion, veteran status, genetic information or any other protected category on the Company's communication systems.

Employees shall not attempt to gain access to another employee's personal communications system and messages. The Company, however, reserves the right to access an employee's messages at any time, without notice to the employee.

Any violation of these guidelines may result in disciplinary action, up to and including termination.

For additional information, refer to the "Corporate Computer Use Policy." This expanded policy is available through the Information Technology Department or on the Company Intranet at <https://portal.gcaware.com/default.aspx>.

(ix) At Page 18:

## Section V. Work Conditions

### No-solicitation and No-Distribution Rule

Because of the need to maintain an atmosphere conducive to our goals of high quality service and employee productivity, the Company has adopted this policy with regard to solicitations and distributions on the jobsite, regardless of whether the jobsite is on Company property or property of our customer.

You, as an employee, are not permitted to solicit employees in work areas during work time. You are also not permitted to distribute non-Company material to employees in work areas on work time or on non-work time.

The Company's e-mail system is not be used for non-job related solicitations.

Non-employees are not allowed to solicit employees or to distribute material to employees on the jobsite, except as permitted by law.

Bulletin boards are maintained in the office for Company information. Bulletin boards are for official Company communications; employees may not post personal items or notices on bulletin boards.

(x) At Page 20:

Timekeeping & Payroll

Loitering

To prevent interruption of the work schedules of others, you are expected to leave the work area immediately following completion of your working hours. Whether you may remain in nonworking areas depends upon the laws and regulations which apply to your particular worksite. However, you must not leave your workstation before your shift ends without the permission of your supervisor. The practice of having children or other members of your family or friends waiting for you at the jobsite or areas other than public waiting rooms is against Company policy.

(b) Threatening employees with disciplinary action or discharge if they violated any of the above rules in paragraph 1(a).

(c) Threatening employees by telling Union representatives and employees to leave the Respondent's property because they engage in union and other protected concerted activities.

(d) Threatening employees by summoning the police to the Respondent's facilities to remove employees from its property when they are engaged in union and other protected concerted activities.

(e) Instructing employees to remove union insignia from their uniforms while permitting other employees to wear other insignia.

(f) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

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

(a) Rescind and give no effect to the overly-broad and discriminatory rules in its Employee Handbook For Hourly Employees.

(b) Upon approval of this stipulation and receipt of the Notice(s) from the Region, which may include Notice(s) in more than one language as deemed appropriate by the Regional Director, the Respondent will post immediately in conspicuous places in and about its facility in Mesa, Arizona, and in conspicuous places in and about the Respondent's jobsite at the Sky Harbor International Airport in Phoenix, Arizona, including all terminals and the rental car center where the Respondent occupies its offices, break rooms and other related areas, including all places where notices to employees are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice marked "Appendix A" (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notice(s) to be signed by a responsible official of the Respondent and the date of actual posting to be shown thereon.

(c) In addition to physical posting of paper Notices, the Respondent, on a nationwide basis, will rescind and cease maintaining the rules described in the Consolidated Complaint and will either (a) furnish all current employees with inserts for the Respondent's Employee Handbook For Hourly Employees that (i) advise that the unlawful rules have been rescinded, or (ii) provide language of lawful rules, or (b) publish and distribute a revised Employee Handbook For Hourly Employees that (i) does not contain the unlawful rules, or (ii) provides the language of lawful rules. In either case the Respondent will post in all of the Respondent's facilities on a nationwide basis, where the Respondent's Employee Handbook For Hourly Employees has been distributed and maintained, the Notice to Employees regarding the alleged unlawful acts and conduct alleged in the Consolidated Complaint in this matter. Furthermore, the Notice to Employees will be read aloud, by a responsible management official of the Respondent, or by a Board agent in the presence of a responsible management official of the Respondent, to all employees employed by the Respondent at its Mesa facility and at the Sky Harbor International Airport jobsite in Phoenix, Arizona, including at multiple meetings if necessary to insure that the Notice to Employees is read to all such employees, and including with appropriate translations in the primary languages spoken by the Respondent's employees, within 14 days from the commencement of the standard posting period.

(d) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.

(e) Within 21 days after service by Region 28, 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 16, 2013.

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Mark Gaston Pearce, Chairman

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Richard F. Griffin, Jr., Member

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Sharon Block, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**



## NOTICE TO EMPLOYEES

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

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A  
CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF  
APPEALS

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose 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** do anything that interferes with these rights. More particularly:

**YOU HAVE THE RIGHT** to bring issues and complaints to us on behalf of  
yourself and other employees including complaints regarding how your  
supervisor treats you in the workplace. **WE WILL NOT** do anything to  
interfere with your exercise of those rights.

**WE WILL NOT** maintain overly-broad confidentiality rules in our Employee Handbook  
For Hourly Employees that prohibit you from discussing with others information you  
learned as you perform your job, or tell you that your employment record is confidential,  
or that confidentiality will be maintained during harassment investigations, or tell you  
that a failure to maintain confidentiality is a breach of trust.

**WE WILL NOT** maintain overly-broad no-loitering rules in our Employee Handbook For  
Hourly Employees that prohibit you from leaving your work area, or our property, or from  
leaving your workstation before your shift ends without authorization or the permission  
of your supervisor.

**WE WILL NOT** maintain an overly-broad rule in our Employee Handbook For Hourly  
Employees that prohibits you from conducting yourself in an offensive manner.

**WE WILL NOT** maintain overly-broad rules in our Employee Handbook For Hourly  
Employees that prohibit you from using our communications system, including our e-  
mail system, to promote outside organizations or distribute other non-job related  
solicitations.

**WE WILL NOT** threaten you with disciplinary action or discharge if you violate any of the overly-broad and discriminatory rules in our Employee Handbook For Hourly Employees.

**WE WILL NOT** threaten you by telling you and Union representatives to leave our property because you are engaging in Union and other protected concerted activities.

**WE WILL NOT** threaten you by summoning the police to remove you from our facility because you engage in Union and other protected concerted activities.

**WE WILL NOT** instruct you to remove Union insignia from your uniform, while allowing other employees to wear other insignia.

**WE WILL NOT** in any similar way, frustrate the exercise of any of the rights stated above.

**WE WILL** revise or rescind the rules described above in our Employee Handbook For Hourly Employees and, **WE WILL** furnish employees nationwide with inserts for the current editions of our Employee Handbook For Hourly Employees that advise that the rules described above have been rescinded, or provide the language of revised rules; or provide you with an Employee Handbook For Hourly Employees that does not contain these rules.

GCA SERVICES GROUP, INC.  
(Employer)

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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.nlrb.gov](http://www.nlrb.gov)

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