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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

JOSEPH F. FRANKL, Regional Director
of Region 20 of the National Labor
Relations Board, for and on behalf of the
NATIONAL LABOR RELATIONS
BOARD,

Petitioner,

vs.

UNITED SITE SERVICES OF
CALIFORNIA, INC.,

Respondent.

Case No. 2:15-CV-01360-TLN-CKD

[JOINT ORDER]

TEMPORARY INJUNCTION

1 Pursuant to this Court’s February 16, 2016 Order (ECF No. 29), and based on the entire
2 record before the Court, it is hereby ORDERED that, pending the final disposition of the
3 underlying administrative proceedings in UNITED SITE SERVICES OF CALIFORNIA, INC.,
4 National Labor Relations Board (“Board”) Case Nos. 20-CA-139280, and 20-CA-149509, the
5 Petition for Temporary Injunction is hereby granted in the manner specifically set forth below:

6 Respondent, its officers, representatives, supervisors, agents, servants, employees, and all
7 persons acting on its behalf are enjoined and restrained from:

- 8 1) Withdrawing recognition from Teamsters, Local 315 (“Union”) as the exclusive
9 collective-bargaining representative of the following “Unit” of employees at its
10 Benicia, California facility:

11 All full-time and regular part-time Service Technicians,
12 Lead Service Technicians, Pick-Up and Delivery Drivers,
13 Mechanics, Laborers, and Fence Installers employed by the
14 Employer at its 1 Oak Road, Benicia, California facility, but
15 excluding Dispatchers, supervisors and guards as defined by
16 the Act.

- 17 2) Failing or refusing to recall and reinstate former economic strikers at its Benicia,
18 California facility because they joined or assisted the Union by, among other things,
19 participating in a strike, or because they engaged in other protected concerted
20 activities for the purpose of collective bargaining or other mutual aid or protection.

21 It is further ORDERED that, pending the final disposition of the matter herein now
22 pending before the Board, Respondent, its officers, representatives, supervisors, agents, servants,
23 employees and all persons acting on its behalf, shall take the following affirmative steps:

- 24 1. Within five (5) days of the date of issuance of this Order, offer reinstatement, in
25 writing per the template offer letter attached hereto as Exhibit A (“Offer”), to the
26 following former strikers who have not yet been reinstated to their former positions or,
27 if those jobs no longer exist, to substantially equivalent positions, at their previous
28 wages and working conditions and without prejudice to their seniority or any other
rights or privileges previously enjoyed:

Robert Harris	Service Technician
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Ernesto Pantoja	Utility Driver
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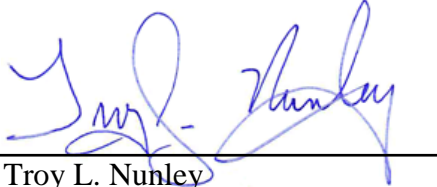
2. The reinstatement offers will be made by sending the Offers to each of the former strikers by both regular and certified mail at the addresses agreed upon by Respondent and Petitioner, and by emailing the Offers to each of the former strikers at the email addresses agreed upon by Respondent and Petitioner on the same date as the Offers are mailed. In addition, each of the Offers will be emailed to Region 20 of the Board at richard.mcpalmer@nlrb.gov and to Counsel for the Union at SGarea@beesontayer.com.
3. To effectuate the reinstatements contemplated herein Respondent will, if necessary, dismiss first any of the six (6) employees argued by Petitioner in these proceedings to have been illegitimately claimed as permanent hires made during the strike and, second, any permanent replacements hired during the strike.
4. Following completion of the mailing and emailing of the Offers, those former strikers not accepting as provided in the Offers within fourteen (14) calendar days of the mailing/emailing will be considered to have rejected the reinstatement offer.
5. Respondent shall reinstate any former strikers timely accepting their Offer, as instructed in the Offers themselves, within five (5) calendar days of said acceptance.
6. Upon request of the Union, resume recognizing and bargaining in good faith with the Union as the exclusive collective-bargaining representative of its Unit employees employed at its Benicia, California facility, and communicate the same to the Union in writing.
7. Within seven (7) days of the date of issuance of this Order, post copies of this Order at its Benicia, California facility in all places where notices to its employees are normally posted, maintain these postings during the Board's administrative proceeding free from all obstructions and defacements, grant all employees free and unrestricted access to view said postings, and grant to agents of the Board reasonable access to its facilities to monitor compliance with this posting requirement for sixty (60) days.

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8. Within twenty-eight (28) days of the date of issuance of this Order, file with the District Court and serve upon the Regional Director of Region 20 of the Board, a sworn affidavit from a responsible official of Respondent describing with specificity the manner in which Respondent has complied with the terms of the Court's decree, including the locations of the posted documents.

It is further ORDERED that this case shall remain on the docket of this Court and, on compliance by Respondent with its obligations undertaken hereto and upon disposition of the matters pending before the Board, the Petitioner shall cause this proceeding to be dismissed.

IT IS SO ORDERED at Sacramento, California, this 11th day of March, 2016.



Troy L. Nunley
United States District Judge

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EXHIBIT A

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[DATE]

[FORMER STRIKER NAME]
[FORMER STRIKER ADDRESS OF RECORD]

Dear [FORMER STRIKER NAME]:

We are sending this letter to inform you that you are entitled to an unconditional offer of reinstatement to your former position, or to a substantially equivalent position, at your previous wage rate and working conditions and without prejudice to your seniority or any other rights or privileges previously enjoyed as follows:

- Position: [FORMER STRIKER POSITION]
- Location: Benicia
- Category: Regular full-time, benefitted
- Shift Details: [FORMER STRIKER'S FULL TIME SCHEDULE]
- Pay rate: \$[FORMER PAY RATE]

If you wish to accept the offer of reinstatement stated herein, please check the appropriate box below, sign, date, and send it to United Site Services, Attn: Aggie Halley, 3408 Hillcap Ave., San Jose CA 95136 or via email at agueda.halley@unitedsiteservices.com. You may also drop off this completed letter with the receptionist at the same location. In the alternative, if you wish to accept this position you may call Aggie Halley at (408) 927-4233 to orally communicate your acceptance and arrange for a start date.

The Company must receive your response by no later than by 5:00 PM fourteen (14) days from [DATE].

Sincerely,

Aggie Halley
Human Resources Manager

I accept the position described above: _____ I decline the position described above: _____

Signature: _____ Date: _____