Armored Transport, Inc. *and* International Union, United Plant Guard Workers of America, and its Amalgamated Local No. 100. Cases 31–CA–23889, 31–CA–24116, 31–CA–24161, and 31–CA–24152

June 26, 2003

DECISION AND ORDER

BY CHAIRMAN BATTISTA AND MEMBERS LIEBMAN AND WALSH

Upon charges filed by the Union on April 8, May 11, and August 13 and 30, 1999,[1] against Armored Transport, Inc., the General Counsel of the National Labor Relations Board issued a complaint alleging that the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

On December 6, 1999, the General Counsel, the Respondent, and the Union filed a Stipulation of Facts and Motion to Transfer Proceedings to the Board. The parties agreed that the charges, the consolidated complaint, the answers and the stipulation with attachments constitute the entire record in this case and that no oral testimony is necessary or desired by any of the parties. The parties waived a hearing and decision by an administrative law judge. On June 14, 2000, the Board approved the stipulation and transferred the proceeding to the Board for issuance of a decision and order. Thereafter, the General Counsel, the Union, and the Respondent filed briefs.

On the entire record and the briefs,[2] the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

Armored Transport, Inc., a California corporation, with offices and places of business located, inter alia, in Sacramento, Oakland, and Ventura, California, is engaged in the transportation of cash and valuables on behalf of its customers. The Respondent, in the course and conduct of its business operations, annually purchases and receives goods or services valued in excess of $50,000 from sellers or suppliers within the State of California who received such goods or services from sources located outside the State of California.

The parties stipulated and we find that the Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act, and that the International Union, United Plant Guard Workers of America, and its Amalgamated Local No. 100, are both labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Facts

The complaint alleges that the Respondent violated Section 8(a)(5) and (1) of the Act by failing to bargain in good faith with the Union by dealing directly with its employees and bypassing the bargaining representative. The complaint further alleges that the Respondent violated Section 8(a)(1) of the Act by soliciting decertification of the Union and by soliciting interference with the Union's established internal processes for ratification and execution of collective-bargaining agreements.

Since at least December 10, 1998, and continuing to date, the Union has been the exclusive representative of the employees in the Oakland, Sacramento, and Ventura units.[3]

[1] Unless otherwise indicated all dates are in 1999.

[2] In her brief to the Board, counsel for the General Counsel asserted and relied on facts that were not included in the parties' stipulation. We have not relied on any factual material not properly part of the stipulated record in reaching our decision.

[3] In 1997, Currency and Security Handlers Association (CASHA) was certified as the representative in Oakland, and in January and July 1998, it was certified, respectively, in Ventura and Sacramento. On December 12, 1998, CASHA told the Respondent that, on December 10, it had merged/affiliated with United Plant Guard Workers of America (UPGWA), and had become Local 100 of UPGWA. The Respondent does not challenge herein the validity of that merger/affiliation.

The following employees of the Respondent working in Oakland, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regular part-time armored truck drivers and messengers defined as guards under Sec. 9(b)(3) of the Act employed at the Employer's Oakland, California facility.

Excluded: All non-guard employees, office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Sacramento, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regular part-time driver/messenger guards and vault driver/messengers employed at 2040 Stockton Boulevard, Sacramento, California.

Excluded: Office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Ventura, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regularly scheduled part-time driver/messenger guards and vault-driver/messenger guards employed at 188 West Santa Clara Street, Ventura, California.

Excluded: All other employees including house guards, clericals, clerical/deposit workers, computer operators, managers and supervisors as defined in the Act.

On March 3, the Respondent sent to its Oakland, Sacramento, and Ventura unit employees letters entitled "Don't Blame Us," tailored specifically to each individual facility. The letters began by stating that the Respondent "is extremely frustrated over the circumstance that we have gone over 17 months now without a new signed collective bargaining agreement" and pointed out that some employees have gone 3 or 4 years without a pay increase. The letters continued with a chronology of the bargaining to date, and a section entitled "How Can We Move Forward?":

> To move forward everyone needs to recognize that we are all co-workers and that the Company is our Company. Consistent with the preceding thought, we are providing you with a copy of a *new* proposal we are forwarding to CASHA on an unsolicited basis. Exclusive of compensation, said proposal is essentially identical to the implemented contract in Los Angeles and Orange as well as the Company's last proposal concerning Oakland [Ventura and Sacramento]. With respect to compensation, the Company's proposal will result in wage increases ranging from $1.80 per hour to $2.95 per hour in the first year." [Emphasis in original.]

The letters suggested five courses of action the employees could take:[4]

> 1. Demand that the union sign the enclosed proposal.
> 2. Demand that the union let you actually vote on the proposal and that they sign the proposal if a majority favor the proposal.
> 3. Go to the NLRB and request a new election because you no longer desire to be represented by people from Orange or Los Angeles or Blackfoot, Idaho(?).
> 4. Go to the NLRB and demand a new election because you are of the opinion you were misled (or deceived) by CASHA and you never agreed that UPGWA was a union you want to belong to.
> 5. Establish in some creditable fashion to Company management that CASHA (or is it UPGWA?) does not represent a majority of people in the Oakland [Sacramento, or Ventura] branch.

To each of these letters the Respondent attached the proposed collective-bargaining agreement. The proposed agreement had not been provided to the Union beforehand. The letters were signed "Your Management/Co-Workers."

[4] It is undisputed that no employees had previously approached the Respondent to solicit information concerning how to decertify the Union.

On April 27, May 10, and June 10, the Respondent distributed to its employees at all three facilities followup letters, restating the above-five points and stressing that the Union still had not signed the contract despite the increased wages it provided. The letters set forth in specific figures the greater amount of compensation that the employees would have received had the Union agreed to the Respondent's contract proposal. The letters also warned employees of the dire economic consequences that could befall them in the event of a strike.

B. The Parties' Contentions

The General Counsel contends that the Respondent's "Don't Blame Us" series of letters constituted direct dealing, in violation of Section 8(a)(5) and (1) of the Act, and solicitation of union decertification, as well as solicitation of interference with internal union processes, in violation of Section 8(a)(1) of the Act. As to the direct dealing allegation, the General Counsel points out that, the Respondent sent its new proposal to the Union on March 3, the same date it sent the employees the proposal as an attachment to the "Don't Blame Us" letters. Thus, the employees received the proposal without the Respondent's having afforded the Union either an opportunity to consider it or to bargain.

The General Counsel also argues that the items numbered three, four, and five unlawfully direct employees about decertifying the Union as their representative—going to the Board to demand a new election, requesting the filing of a decertification petition, and presenting the Respondent with sufficient evidence so it can withdraw recognition. The General Counsel further contends that items one and two in the letters constitute unlawful interference with internal union processes because they direct the employees on a specific course of conduct so that management's proposals will be accepted and ratified despite their not having been tendered first to the employees' exclusive bargaining representative.

The Charging Party contends that by sending the letters to the bargaining unit employees, the Respondent violated the Act, because the bargaining proposals attached to the March 3 letters had not been shared previously with the Union. The Charging Party states that the letters encouraged employees to repudiate the Union by soliciting evidence of the lack of majority support for the Union, and sought to interfere with internal union processes by suggesting to employees that they demand the Union alter its bargaining approach and sign the Respondent's proposal.

The Respondent contends that it did not engage in unlawful direct dealing with the unit employees. While it admits sending the letters, together with its contract proposal, the Respondent asserts there is nothing unlawful in

their content and that it was privileged to send them.[5] The Respondent states that it did not present collective-bargaining proposals to the employees before affording the Union an opportunity to bargain about such proposals. Rather, the Respondent argues, it had presented an essentially identical proposal, "exclusive of compensation," to the Union 3 months prior to March 3, and that it afforded the Union an opportunity to bargain about the substance of the agreement at that time. The Respondent states that although it stipulated that it had not previously provided the Union with the specific document attached to the March 3 letter, it had given the Union sufficient opportunity to bargain about the proposals. Moreover, the Respondent contends, the simultaneous presentation of proposals to the employees and the Union does not constitute direct dealing.

Finally, the Respondent states that the letters are protected speech, contain no promise of benefit or threats of reprisal, and therefore cannot be the basis for any finding that it unlawfully solicited union decertification or interfered with internal union processes. The Respondent points out that an employer may inform employees of their rights under the Act, including their right to reject or change a bargaining representative, and may even encourage them to exercise such rights in particular ways.

III. DISCUSSION

The issue presented is whether the Respondent, by letters to its Oakland, Sacramento, and Ventura unit employees dated March 3, April 27, May 10, and June 10, unlawfully dealt directly with its employees in violation of Section 8(a)(5) and (1) of the Act and unlawfully solicited decertification and interfered with internal union processes in violation of Section 8(a)(1) of the Act.

It is well settled that the Act requires an employer to meet and bargain exclusively with the bargaining representative of its employees. An employer who deals directly with its unionized employees or with any representative other than the designated bargaining agent regarding terms and conditions of employment violates Section 8(a)(5) and (1).[6] In determining whether an employer has engaged in unlawful direct dealing, the Board examines whether the employer's direct solicitation of employee sentiment over working conditions is likely to erode the union's position as exclusive representative. *Allied-Signal, Inc.,* 307 NLRB 752, 753 (1992); *U.S. Ecology Corp.,* 331 NLRB 223 (2000), enfd. 26 Fed.Appx. 435 (6th Cir. 2001). Although Section 8(c)[7] of the Act entitles an employer to communicate noncoercively with its unit employees during collective-bargaining negotiations, the Board will find that employer communications violate Section 8(a)(5) if those communications are coercive or constitute direct bargaining between the employer and the employees. See, e.g., *Putnam Buick*, 280 NLRB 868, 869 (1986), affd. 827 F.2d 557 (9th Cir. 1987). As stated by the Second Circuit Court of Appeals in *NLRB v. General Electric Co.,* 418 F.2d 736, 759 (2d Cir. 1969), direct dealing will be found where the employer has chosen "to deal with the Union through the employees, rather than with the employees through the Union."

As set forth above, on March 3, 1999, the Respondent distributed by hand directly to the Respondent's Oakland, Sacramento, and Ventura employees the "Don't Blame Us" letters, to which it attached its new bargaining proposal. On the same date, the Respondent sent the Union a letter, together with these new collective-bargaining proposals for Oakland, Sacramento, and Ventura. Thus, the unit employees received the letters before the Respondent afforded the Union either an opportunity to consider the proposal or to bargain. The letters themselves admit, "we are providing you with a copy of a new proposal we are forwarding to CASHA on an unsolicited basis." This conduct by the Respondent is a clear violation of its duty to bargain with the Union, in violation of Section 8(a)(5) and (1) of the Act.[8]

The Respondent contends that it presented an essentially identical proposal to the Union 3 months prior to March 3. However, as the Respondent concedes, that proposition is not true with respect to the matter of compensation. Thus, as to that very important matter, there

[5] The Respondent acknowledges that the stipulation of facts entered into with the General Counsel states that the Respondent's position was that it was privileged to send the letters and proposals under Sec. 8(d) of the Act. The Respondent now argues that it meant to stipulate that its actions were privileged under Sec. 8(c) of the Act.

[6] *Medo Photo Supply Corp. v. NLRB,* 321 U.S. 678 (1944).

[7] Sec. 8(c) of the Act provides that:

> The expressing of any views, argument or opinion, or the dissemination thereof, whether in written, printed, graphic, or visual form, shall not constitute or be evidence of an unfair labor practice under any of the provisions of this Act, if such expression contains no threat of reprisal or force or promise of benefit.

[8] *Medo Photo Supply*, supra, 321 U.S. at 684 (employer "by ignoring the union as the employees' exclusive bargaining representative, by negotiating with its employees concerning wages at a time when wage negotiations with the union were pending, and by inducing its employees to abandon the union by promising them higher wages, violated 8(a)(1) of the Act, which forbids interference with the right of employees to bargain collectively through representatives of their own choice"). See also *Detroit Edison Co.,* 310 NLRB 564, 565 (1993) (Board found that employer engaged in unlawful direct dealing when its plant supervisor showed a new proposal to a union representative who was on vacation, and distributed the proposal to unit employees a few days later without the union representative's further involvement or consent.).

were simultaneous communications to the employees and the Union.

The Respondent next contends that a simultaneous presentation of its proposals to employees and the Union is privileged. We disagree and find the cases on which the Respondent relies are distinguishable.

In *United Technologies*, 274 NLRB 609 (1985), enfd. sub nom. *NLRB v. Pratt & Whitney Air Craft Division*, 789 F.2d 121 (2d Cir. 1986), the Board found no violation when an employer passed out leaflets to employees explaining the final contract offers it had made to the union *earlier* that same day. In those offers, the employer had presented two contract options: a 2-year reopener package and a new 3-year contract. Although the employer preferred the 3-year option, the union could have rejected that option and refused to present it to the membership at the ratification meeting. The employer decided to publicize its preference for the 3-year option and to urge the employees to consider favorably the plan. It was undisputed that the employer first presented its offer to the union at the bargaining table. The sole question was whether the employer's communications to the employees publicizing the terms of the offer constituted direct dealing. The Board found they did not because the employer's efforts were undertaken in a noncoercive manner and the publicity fully acknowledged the union's rightful role as the employees' statutory bargaining representative. There was no suggestion that the employees should abandon their union and negotiate for better terms directly with the employer. Further, the employer's communications occurred in the context of lawful conduct at the bargaining table. In these circumstances, the Board concluded that the employer's conduct was "not undertaken as part of a strategy to frustrate the bargaining process or otherwise avoid bargaining obligations under the Act." Id. at 610. Here, conversely, the Respondent conveyed its bargaining proposals to employees without first presenting them to the Union, sought "to deal with the Union through the employees" on its bargaining proposals, and sought to induce its employees to decertify the Union.

Similarly, in *American Pine Lodge Nursing & Rehabilitation Center v. NLRB*, 164 F.3d 867 (4th Cir. 1999), the court found that letters the employer posted to employees containing bargaining proposals were free of coercion, and thus protected under Section 8(c). The court found that the company posted the letters, which offered hourly wage increases to all bargaining unit employees in return for a 1-year extension of the union contract, only after it transmitted the letters to the union in exactly the same form. The letters were clearly addressed to the union and requested a response only from it. The court found that there was nothing in the letters that could be construed as an invitation for direct bargaining. In those circumstances, the court concluded that the letters to the employees were "free of coercion, thus complying with 8(c), and communicated only proposals that were properly before the Union." Id. at 877. Here, however, the Respondent's letters were sent simultaneously to the employees and the Union. Notably, the letters disparaged the Union ("Go to the NLRB and demand a new election because you are of the opinion you were misled (or deceived) by CASHA and you never agreed that UPGWA was a union you want to belong to"), and encouraged employees to reject the Union ("Establish in some credible fashion to Company management that CASHA (or is it UPGWA?) does not represent a majority of people in the Sacramento branch.").[9]

In addition to presenting the new proposals to its employees without the Union either having already received them or having had an opportunity to bargain, the Respondent engaged in further activity designed to undercut the Union's status as employee representative. Thus, the Respondent, through its March 3, April 27, May 10, and June 10 letters, disparaged the Union, solicited its decertification, and interfered in internal union processes.

The law is clear that an employer may not solicit its employees to circulate or sign decertification petitions and it may not threaten employees in order to secure their support for such petitions. An employer may not provide more than ministerial aid in the preparation or filing of the petition. The decision regarding decertification and the responsibility to prepare and file a decertification petition belongs solely to the employees. "Other than to provide general information about the process on the employees' unsolicited inquiry, an employer has no legitimate role in that activity, either to instigate or to facilitate it." *Harding Glass Co.*, 316 NLRB 985, 991 (1995), and cases cited therein.

In this case, by directing employees as to the decertificaton process by suggesting that they go to the Board to

[9] Compare, *Facet Enterprises, Inc. v. NLRB*, 907 F.2d 963, 968–969 (10th Cir. 1990). In *Facet*, the court noted that an employer may send letters to employees in a legitimate attempt to communicate its bargaining position. The court, however, upheld the Board's finding that an employer unlawfully engaged in direct dealing where such letters were combined with communications that exhorted the employees to talk to the union on the employer's behalf, warned them of consequences of refusing to return to work, suggested the employees hold a meeting to force the union to agree to a separate vote at the affected plant, and disparaged the union leadership's commitment to its members. Here, not only did the Respondent send proposals directly to employees before affording the Union an opportunity to see and evaluate the proposals, but, as discussed below, it also disparaged the Union, encouraged employees to decertify the Union, and attempted to interfere with internal union matters.

request a new election, and by requesting that they file a decertification petition and present the Respondent with sufficient evidence to withdraw recognition, the Respondent did much more than merely provide information or ministerial assistance to its employees. The "Don't Blame Us" letters instruct employees to go to the Board and request a new election because they did not want an outside (nonemployee) union to represent them, and they were misled (or deceived) by CASHA. The letters also invite employees to establish "in some credible fashion" to the Respondent that the Union does not represent a majority of the employees at the locations involved.

We find that the Respondent's letters, especially considered in the context of the Respondent's direct dealing, unlawfully undermined the Union and influenced employees to reject the Union as their bargaining representative. Although the letters did not expressly advise the employees to get rid of the Union, such express appeals are not necessary to establish that an employer effectively solicited decertification and thereby violated Section 8(a)(1) of the Act. *Wire Products Mfg. Corp.*, 326 NLRB 625, 626 (1998).

For the reasons set forth above, we find that the Respondent, through its letters dated March 3, April 27, May 10, and June 10, sought to disparage the Union and to drive a wedge between the Union and the employees. Additionally, the Respondent invited employees to prove that the Union did not represent a majority of employees, a thinly-veiled admonition to decertify the Union. In sum, the Respondent did not simply set forth objective information detailing the manner in which employees could reflect their interest in retaining the Union as their representative. Rather, the letters questioned the Union's intentions, and invited employees to get rid of the Union. By these actions, the Respondent unlawfully interfered in the relationship between the employees and their representative in violation of Section 8(a)(1). Compare, *Continental Nut Co.*, 195 NLRB 841, 857 (1972) ("employer does not intrude upon protected rights where it furnishes minimal assistance to employees who have independently decided to withdraw their support and approach the employer for help").

Finally, the Board has long held that contract ratification votes and procedures are "internal union affairs upon which an employer is not free to intrude." *London Chop House, Inc.*, 264 NLRB 638, 639 (1982). In the context of the direct dealing outlined above, a further effect of the "Don't Blame Us" package was to undermine the Union by urging that the employees insist that the Union sign the contract and that employees be permitted to vote on the matter. We find that the Respondent thereby interjected itself into an internal union matter. The totality of these circumstances lead us to conclude that the Respondent's interference further violated Section 8(a)(1) of the Act.[10]

ORDER

The National Labor Relations Board orders that the Respondent, Armored Transport, Inc., Oakland, Sacramento, and Ventura, California, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Refusing to bargain collectively with International Union, United Plant Guard Workers of America, and its Amalgamated Local No. 100 as the exclusive representative of the Respondent's employees in the following appropriate bargaining units, by bypassing it and dealing directly with bargaining unit employees.

The following employees of the Respondent working in Oakland, California, constitute a unit appropriate for the purposes of collective bargaining:

> Included: All full-time and regular part-time armored truck drivers and messengers defined as guards under Sec. 9(b)(3) of the Act employed at the Employer's Oakland, California facility.
>
> Excluded: All non-guard employees, office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Sacramento, California, constitute a unit appropriate for the purposes of collective bargaining:

> Included: All full-time and regular part-time driver/messenger guards and vault driver/messengers employed at 2040 Stockton Boulevard, Sacramento, California.

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[10] Compare, *Wire Products Mfg. Corp.*, 329 NLRB 155 (1999) (employer twice urged employees to join the union, vote against contract ratification and then resign from the union, and also falsely told employees that resignation would mean they could stop paying dues; the Board found this conduct undermined both the union and the contract in the eyes of the employees).

Chairman Battista would not find a separate violation based on the alleged intrusion into the Union's internal affairs. He believes that this conduct is adequately addressed by the other 8(a)(1) and (5) violations found and remedied herein. Phrased differently, he does not believe that, apart from those violations, an employer is forbidden from expressing an opinion about the internal affairs of a union. *London Chop House Inc*, 264 NLRB at 639, cited by the majority, is wide of the mark. That case teaches that an employee has a Sec. 7 right to engage in internal union activity, i.e., he cannot be discharged therefor. However, that is not to say that an employer is forbidden from commenting on such matters, i.e., that the employer's comments violate Sec. 8(a)(1). Similarly, *Wire Products* is inapposite. The violation found there was an attempt to control the contract ratification process.

Excluded: Office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Ventura, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regularly scheduled part-time driver/messenger guards and vault-driver/messenger guards employed at 188 West Santa Clara Street, Ventura, California.

Excluded: All other employees including house guards, clericals, clerical/deposit workers, computer operators, managers and supervisors as defined in the Act.

(b) Soliciting decertification of the Union.

(c) Interfering with the Union's established internal processes for ratification and execution of collective-bargaining agreements.

(e) 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.

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

(a) Within 14 days after service by the Region, post at its Oakland, Sacramento, and Ventura, California facilities copies of the attached notice marked "Appendix."[11] Copies of the notice, on forms provided by the Regional Director for Region 31, 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. 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 March 3, 1999.

(b) 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.

[11] 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 any 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 refuse to bargain collectively with International Union, United Plant Guard Workers of America, and its Amalgamated Local No. 100 as the exclusive representative of our employees by bypassing it and dealing directly with our bargaining unit employees.

The following employees of the Respondent working in Oakland, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regular part-time armored truck drivers and messengers defined as guards under Sec. 9(b)(3) of the Act employed at the Employer's Oakland, California facility.

Excluded: All non-guard employees, office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Sacramento, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regular part-time driver/messenger guards and vault driver/messengers employed at 2040 Stockton Boulevard, Sacramento, California.

Excluded: Office clerical employees and supervisors as defined in the Act.

The following employees of the Respondent working in Ventura, California, constitute a unit appropriate for the purposes of collective bargaining:

Included: All full-time and regularly scheduled part-time driver/messenger guards and vault-driver/messenger guards employed at 188 West Santa Clara Street, Ventura, California.

Excluded: All other employees including house guards, clericals, clerical/deposit workers, computer operators, managers and supervisors as defined in the Act.

WE WILL NOT solicit decertification of the Union.

WE WILL NOT interfere with the Union's established internal processes for ratification and execution of collective-bargaining agreements.

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.

ARMORED TRANSPORT, INC.