

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
ATLANTA DIVISION OF JUDGES

COOK MAIL SERVICES, INC.

and

CASES            16-CA-20974  
                         16-CA-21643  
                         16-CA-21755

American Postal Workers Union  
Austin, Texas Area Local 299

*Michael Rank, Esq.*, for the General  
Counsel.

*Jason Boulette, Esq.*, for the Respondent.

*Anton Hajjar, Esq.*, Charging Party.

DECISION

Statement of the Case

**LAWRENCE W. CULLEN, Administrative Law Judge:** This case was assigned to me on November 12, 2003 by Order of Associate Chief Judge, William N. Cates, of the Atlanta Branch Office of the National Labor Relations Board (“the Board”) Division of Judges, by Order Accepting Stipulated Record; Waiver of Hearing; Assignment of Judge and Establishing Briefing Date. This Order was entered pursuant to the Parties November 10, 2003 Motion to the Administrative Law Judge to Issue Decision Based on the Stipulated Record and Stipulation of Facts in the above-styled cases. As grounds for the Motion the Board General Counsel, Charging Party, American Postal Workers Union Austin, Texas Area Local 299 (“the Charging Party” or “the Union”), Respondent Cook Mail Services, Inc. (“the Respondent” or “the Company”), asserted the operative facts as set forth in the proposed stipulation, with attachments, are undisputed and asserted there are specific limited issues to be decided in this matter. The Parties stipulated that no oral testimony is necessary or desired by any of the Parties and expressly waived a hearing before an administrative law judge (“Judge”) and urged that the matter be assigned directly to a judge for a decision on the matter. In the Order I was directed to prepare a decision in this matter on the Stipulated Record, with attachments and directed to serve on the Parties my decision in this matter. In the Order the Parties were given until close of business December 19, 2003, to file briefs on this matter.

The Record Exhibits in this case are as follows:

- 1(a) Charge in Case 16-CA-20974 filed on March 5, 2001
- 1(b) Affidavit of Service of 2(a) dated March 5, 2001

- 1(c) Charge in Case 16-CA-21643 filed on January 10, 2002
- 1(d) Affidavit of Service of 1(c) dated January 11, 2002
- 1(e) Charge in Case 16-CA-21755 filed on March 1, 2002
- 1(f) Affidavit of Service of 1(e) dated March 1, 2002
- 2 Fourth Order Consolidating Cases, Consolidated Complaint and Notice of Hearing dated April 24, 2002.
- 3 Respondent Cook Mail Services, Inc.'s Fourth Amended Answer
- 4 Settlement Agreement executed by Respondent Vice President, Jim Cook on June 24, 2003; executed by Charging Party Representative Rick Brown on June 26, 2002
- 5 February 8, 2001, termination notice regarding Robert Mata.
- 6 October 5, 2000, written disciplinary warning issued to Stephen Malina.
- 7 October 6, 2000, written disciplinary warning issued to John Bryant.
- 8 July 31, 2001, written disciplinary warning issued to Rick Brown.

The parties resolved several allegations alleged in these cases through an informal settlement agreement executed by the Respondent on June 24, 2002 and executed by the Charging Party on June 26, 2002. The specific allegations set forth in the Fourth Order Consolidating Cases, Consolidated Complaint and Notice of Hearing dated April 24, 2002 that are reserved from the informal Board settlement agreement are paragraphs 1, 2, 3, 4, 5, 6, 10, 11, 12 and 13 and paragraph 24 amended to read as follows:

By the conduct described above in paragraph 13 Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees and has committed unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act

The allegations identified in this paragraph that were not resolved by the informal Board settlement agreement are set out in the following paragraphs. The parties have requested that the judge make all findings of fact and law necessary to resolve the following allegations. The central issue in this case is whether the Respondent violated Section 8(a)(5) and (1) of the National Labor Relations Act ("the Act") by unilaterally terminating employee Robert Mata and issuing written disciplinary warnings to employees Stephen Malina, John W. Bryant and Rick Brown without affording the Union notice prior to instituting the disciplinary actions.

The parties have stipulated and I find that at all times material herein, the Respondent has been a Texas corporation with an office in Austin, Texas and has been engaged in the business of transporting the United States Mail, that during the past twelve months prior to the execution of the stipulation, Respondent in conducting its business operations, derived revenues in excess of \$50,000 directly from sources located outside the State of Texas; and the Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

The parties have also stipulated and I find that at all times material herein, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

The parties have also stipulated and I find that at all times material herein, the following individuals have held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the National Labor Relations Act (“the Act”) and agents of Respondent within the meaning of Section 2(13) of the Act:

Jim Cook	Owner/Vice President
Sharon Cook	Owner/President
Kristen Muennink	Office Manager/Officer
Patrick Jarrell	Assistant Transportation Manager (until 4/12/01, thereafter Transportation Manager)
Claude Anderson	Assistant Transportation Manager (until 4/12/01, thereafter Director of Operations)
Bret Brock	Fleet Manager

It is also stipulated and I find that the Board found in 16-RC-10226 that the following employees of Respondent, herein called the Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**INCLUDED:** Full-time truck drivers, part-time truck drivers, and mechanics.

**EXCLUDED:** All casual employees, dispatchers, secretaries and supervisors as defined by the Act.

On August 9, 2000, the Union was certified as the exclusive collective bargaining representative of the Unit.

At the times material herein based on Section 9(a) of the Act, the Union was the exclusive collective-bargaining representative of the Unit. Although the Union and Respondent have negotiated, there is not presently nor has there ever been a collective bargaining agreement between the Union and Respondent.

About February 8, 2001, Respondent terminated Robert Mata. The Company did not notify the Union prior to terminating Mata. About February 9, 2001, the Union demanded bargaining over the termination of Mata. That same day, the Union and Respondent bargained over the decision to terminate Mata, with Mata present. At the conclusion of the meeting, Respondent indicated that the decision to terminate Mata would stand. About March 7, 2001, the Company and the Union discussed Mata’s termination further, again with Mata present. About March 9, 2001, the Company informed the Union that Mata’s termination would still stand.

About October 5, 2000, Respondent issued a written disciplinary warning to Stephen Malina. The Company did not notify the Union prior to issuing the warning to Malina. The Union did not request bargaining over the warning issued to Malina.

About October 6, 2000, Respondent issued a written disciplinary warning to John W. Bryant. The Company did not notify the Union prior to issuing the warning to Bryant. The Union never requested bargaining over the warning issued to Bryant.

About July 31, 2001, Respondent issued a written disciplinary warning to Rick Brown. The Company did not notify the Union prior to issuing the warning to Brown. About October 12, 2001, the Union requested that the Company bargain over the warning issued to Brown. About October 22, 2001, the Company agreed to bargain with the Union over the discipline of Brown and asked the Union when and where it would like to meet. The Union did not follow up on the Company's offer to bargain over Brown's discipline because the Union believed it would be an exercise in futility to change the Company's mind after-the-fact.

Each employment action taken by Respondent as described above is a disciplinary action. Respondent exercised discretion when it implemented each act of discipline. The disciplinary actions were taken consistent with Respondent's disciplinary practices as they existed prior to August 9, 2000. There is no allegation that Respondent made unilateral changes in its disciplinary practices or that its exercise of discretion was motivated by antiunion animus. The only issue in dispute is whether the Company was obliged to notify the Union in advance of and to give the Union an opportunity to bargain in advance over the disciplinary actions.

After the Union was certified as the bargaining representative of the Unit, the Union:

- (a) Engaged in collective bargaining with Respondent regarding discipline and termination of Unit employees during the parties' collective bargaining negotiations.
- (b) Did not agree at any time that Respondent had the sole and exclusive right to counsel, demote, suspend, discipline or discharge Unit employees.

About October 22, 2001, Respondent notified the Union that Respondent is not required to bargain with the Union before Respondent makes disciplinary or termination decisions. At the same time, Respondent offered to engage in after-the-fact bargaining over each of the disciplinary actions at issue in this proceeding.

The parties request that the judge make all necessary findings of fact and conclusions of law to determine whether Respondent, by the conduct described above, has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees and has committed unfair labor

practices affecting commerce within the meaning of Section 8(a)(5) and (1) and Section 2(6) and (7) of the Act.

The parties request that if the judge finds Respondent violated the Act, he should order an appropriate remedy under the Act.

This stipulation is made without prejudice to any argument or contention which any party may have as to the materiality or relevance of any facts set forth herein or recorded in Record Exhibits one through eight inclusive.

*Issue*

The only issue in dispute is whether the Company was obliged to notify the Union and give it an opportunity to bargain in advance over the disciplinary actions set out above.

*Positions of the Parties*

The General Counsel asserts that the Board recently restated its long standing doctrine that the employer must bargain with a union representing its employees before the employer undertakes unilateral action involving mandatory subjects of bargaining even where:

1. The union is recently certified or recognized; and
2. The employer is merely continuing to exercise the same kind of discretion it exercised prior to the union's certification, citing *Eugene Iovine Inc.*, 328 NLRB 294, 294-295, 297 (1999) enfd. mem., 242 F.3 366 (2<sup>nd</sup> Cir. 2001). This case involved the employer's discretionary reduction in employee work hours. The Board stated that the discretionary reduction in employees' hours is "precisely the type of action over which an employer must bargain with a newly certified union," because, "there was 'no reasonable certainty' to the timing and criteria for such a reduction." 328 NLRB294 at 294, citing *NLRB v. Katz*, 369 U.S. 736, 746 (1962). In *Oneita Knitting Mills*, 205 NLRB 500 (1973) the Board held "that once employees choose to be represented by a union, their employer may not unilaterally discontinue a discretionary merit wage increase program. Further the employer may not continue unilaterally to exercise its discretion in determining the amounts or timing of the merit increases." *Washoe Medical Center, Inc.*, 337 NLRB. 202 at 202 (2001) citing *Oneita Knitting Mills*, 205 NLRB 500, 500 fn 1 (1973).

General Counsel notes that discharge and discipline are mandatory subjects of bargaining citing *Crestfield Convalescent Home*, 287 NLRB 328, 328 (1987); *Ryder Distribution Resources*, 302 NLRB 76, 76, 90 (1991); *NK Parker Transport, Inc.*, 332

NLRB 547 (2000); *Venture Packaging, Inc.*, 294 NLRB 544, 556 and 557 (1989). General Counsel notes also that “work rules that could be grounds for discipline are mandatory subjects of bargaining,” and “their constituent penalties should not be artificially severed” . . . “for purposes of collective bargaining under the Act.” *Praxair, Inc.*, 317 NLRB 435, 436 (1995). General Counsel notes also that the employer’s duty to bargain, before continuing to implement discretionary policies or implementing discretionary policies or implementing changes related to mandatory subjects of bargaining, is a duty to notify the union and provide a reasonable opportunity to bargain prior to engaging in action, citing, *Garret Flexible Products, Inc.*, 276 NLRB 704 (1985).

The General Counsel relies on *Washoe Medical Center, supra*, which he contends affirmed that an employer has a duty to bargain before implementing discretionary discipline. In *Washoe* the Board found the employer did not breach its duty to bargain before implementing specific discipline against specific employees because “[t]he record does not establish that the Union at any time sought to engage in such before-the-fact bargaining.” General Counsel argues that the Board recognized the existence of the employer’s duty to bargain before the planned imposition of specific discipline on particular employees, but simply held that the record facts in *Washoe* did not constitute a violation of the duty. The Board’s analytical approach in *Washoe* regarding the employer’s duty to engage in pre-discipline bargaining does not relieve the employer of its duty to give notice and an opportunity to bargain to the Union prior to implementing discipline, but simply concludes that the union never sought pre-discipline bargaining at any time. The Judge in *Washoe* relied on four facts to support the conclusion that the union never sought pre-discipline bargaining at any time:

1. The union never requested bargaining over any of the employee discipline and only sought to assist certain employees in protesting their discipline through utilization of the internal company appeal process;
2. The union failed to request bargaining regarding the discipline after it had actual notice of it;
3. The absence of record evidence that the employer would have refused to bargain upon request; and
4. The union agreed to a management rights and discipline provision during negotiations giving the employer the sole and exclusive right to counsel, demote, suspend, discipline or discharge employees.

General Counsel urges that the Board found the employer had not breached its duty to engage in pre-discipline bargaining because the union had not sought pre-disciplinary bargaining at any time. The Board essentially found that the union had waived its right to bargain with the employer before the employer implemented discretionary discipline because the Union failed to seek bargaining regarding the discipline at any time. The Union, in the instant case before me, did not waive its right to bargain regarding the discipline of the Unit employees and did not agree to a

management rights and discipline provision during negotiations giving the Respondent the sole and exclusive right to counsel, demote, suspend, discipline or discharge employees. The Union in the instant case sought pre-discipline bargaining with Respondent during the parties initial collective bargaining negotiations and filed NLRB charges as early as March 5, 2001, alleging the Respondent in that case violated the Act by failing to bargain over the discipline. General Counsel further urges that it is determinative in finding a violation that the Respondent, in this case, has expressly stated it does not have a duty to bargain with the Union before making disciplinary or termination decisions.

The Charging Party asserts that it has long been recognized that the appropriate time for employers and unions to meet and confer with respect to proposed changes in terms and conditions of employment is before the changes are implemented, citing *May Stores Co. v. NLRB*, 326 U.S. 376, 284-384 (1945). “The rule that requires an employer to negotiate with the union before changing the working conditions in the bargaining unit is intended to prevent the employer from undermining the union by taking steps which suggest to the workers that it is powerless to protect them.” *NLRB v. Advertisers Mfg. Co.*, 823 F.2d 1086, 1090 (7<sup>th</sup> Cir. 1987). “It is a settled rule that once a union has been chosen as the employees’ representative, terminations or suspensions of employment are not a management prerogative but are a mandatory subject of collective bargaining.” Until the labor agreement sets out the procedures to be followed, an employer that wants to [terminate or suspend] employees must bargain over the matter with the union.” *Advertisers Mfg. Co.*, at 1090. The Board stated in *Eugene Iovine*, 328 NLRB at 297 that “unlimited discretion is not ‘a practice’ which has evolved into a term or condition of employment.” Charging Party also cites *Washoe Medical Center, supra*, as having applied its settled understanding that the imposition of discretionary discipline is subject to bargaining even if the disciplinary action does not constitute a change in the employer’s policies and procedures. In *Washoe* the union “waived any right to bargain. . . by its failure to request bargaining about discipline of which it had actual notice.” 337 NLRB No. 32 P. 25, citing *Washoe II* at 337 NLRB No. 149 (2002).

The Respondent contends that the Act does not impose a duty to notify the Union of an intent to discipline nor does it impose a duty to bargain in advance with the Union over decision to discipline, citing *The Trading Post*, 224 NLRB 980, 983 (1976) where the Board held:

[W]hen, on the basis of entirely discretionary considerations, it is determined that an employee’s output has fallen below tolerable levels, the employer is free, without the intervention of the Act, to terminate that employee even though the various considerations supporting that decision were not subject to prior notification and bargaining with the exclusive statutory representative.

Respondent also cites *Bath Iron Works Corp.*, 302 NLRB 898, 901 (1991) where the Board held the employer had no obligation to bargain over implementation of discipline where the standards and sanctions for discipline did not change and *Wabash Transformer*

*Corp.*, 215 NLRB 546 (1974) where the Board held the employer did not violate Section 8(a)(5) or (1) of the Act by discharging its employees for failing to meet efficiency standards without negotiating with the union, even though the employer had never previously discharged an employee for inefficiency. Respondent also contends that the consistent nature of these holdings is in perfect accord with the Supreme Court's decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975), which held that an employee has no Section 7 right to the presence of his union representative at a meeting with his employer held solely for the purpose of informing the employee of, and acting upon, a previously made disciplinary decision. *Baton Rouge Water Works Co.*, 246 NLRB 995, 997 (1979).

Respondent contends also that if any duty to bargain over the decision to discipline exists, it exists only on demand by the Union and contends it is undisputed that the Charging Party Union never requested bargaining as to the Malina warning or the Bryant warning. Respondent also contends that the Charging Party did not request bargaining as to the Mata termination or the Brown warning until after the fact.

#### *Analysis*

It is well settled that an employer is obligated to maintain the status quo during initial bargaining with a newly certified union. *General Motors Acceptance Corporation*, 196 NLRB 137, enfd. 476 F.2d 850 (1<sup>st</sup> Cir. 1973). An employer must first notify and bargain with the collective bargaining representative of its employees before he effects a change in a mandatory subject of bargaining. *NLRB v. Katz*, *supra*. Wages, hours, terms and conditions of employment are mandatory subjects of employment. In *Q-1 Motor Expresses, Inc.*, 323 NLRB 767 (1997) the Board held that Section 8(d) of the Act, which defines the duty to bargain collectively imposed by Section 8(a)(5) of the Act, requires an employer to meet and bargain in good faith with the employees' collective bargaining representative with respect to wages, hours and other terms and conditions of employment which are mandatory subjects of bargaining. Employers are prohibited from changing matters related to wages, hours and other terms and conditions of employment without first affording their employees' bargaining representative a reasonable and meaningful opportunity to discuss changes. In *Davis Electric Wallingford Corporation*, 318 NLRB 375, (1995) the Board held that where the union was certified as collective bargaining representative of the employer's engineering unit employees about six weeks prior to the employer's mass layoff of those employees, the employer owed a duty to the union to notify it beforehand and to accord it an opportunity to bargain given the effect on the unit employees' terms and conditions of employment and the fact that the layoffs are mandatory subjects of bargaining. The employees' failure to do so violated Section 8(a)(5) and (1) of the Act. In *Tocco, Inc.*, 232 NLRB 480 (1997) the Employer's unilateral implementation of a drug testing policy for the bargaining unit was violative of Section 8(a)(5) and (1) of the Act since the Employer failed to notify and bargain with the union as this was a mandatory subject of bargaining and the testing of employees resulted in the discharge of unit employees. In *East Coast Steel, Inc.*, 317 NLRB 842 (1995), the Employer's failure to bargain with the union over its decision to lay off employees for economic reasons and the effects of the decision was violative of Section 8(a)(5) and (1) of the Act.

In the instant case it is clear that the discipline of an employee, whether it involves discharge as in the case of Mata or a written warning as in the cases of the other three employees, is a mandatory subject of bargaining. Although it is undisputed that the employer in the instant case followed its normal practice of imposing discipline without providing prior notice to the Union, this did not permit the unilateral imposition of discipline which occurred here. Prior to the certification of the Union, the Employer was under no obligation to provide notice and an opportunity to bargain to the Union. However once the Union was certified, the Employer had an obligation under the Act to provide notice to the Union and afford it an opportunity to bargain prior to the imposition of discipline on these employees. The Employer's contention, that it merely followed its established practice by unilaterally imposing discipline on the employees, ignores the reality of the situation which is that the employer effected a change in Matas' status as an employee by terminating him and effected a change in the other employees' status as employees and their personnel records by the imposition of discipline upon them. This is at odds with established Board and judicial precedent which holds that an employer must maintain the status quo during initial bargaining with a newly certified union and that the employer must first notify and bargain with the collective bargaining representative of its employees before it effects a change in a mandatory subject of bargaining. In *Our Lady of Lourdes Health Center*, 306 NLRB 337 (1992) the Board held that where a union is newly recognized or certified as the employees' collective bargaining representative, the employer must maintain in effect the current terms and conditions of employment until negotiations result in either agreement on any proposed changes or a bargaining impasse. The Board further held in *Our Lady of Lourdes Health Center*, that where an employer contends it is merely continuing the status quo, it is not a mere continuation of the status quo when the employer has a significant degree of discretion and takes actions which effect changes in employees' terms and conditions of employment rather than maintenance of the status quo. See *Bryant and Stratton Business Institute*, 321 NLRB 1007, 1017-1018 (1995) where the Board held in agreement with the Administrative Law Judge that the employer in that case had violated Section 8(a)(5) of the Act by unilaterally altering its established pattern and practice of granting discretionary wage increases and imposed a freeze of wage increases under its monetary review policy.

I find that the Respondent violated Section 8(a)(5) and (1) of the Act by its unilateral imposition of the disciplinary actions taken against the employees in this case without affording the Union notice and an opportunity to bargain concerning the disciplinary actions. I find that the cases cited by the General Counsel and Charging Party and particularly the Board's decision in the recent case of *Washoe Medical Center, supra*, are supportive of the finding that the Respondent violated Section 8(a)(5) and (1) of the Act by its unilateral actions in disciplining the above named employees without affording the Union with notice and an opportunity to bargain. Although the cases cited by the Respondent appear supportive of its position, they are premised on findings that the employers in those cases were following prescribed standards whereas in the instant case before me there were no standards for the exercise of discipline. Rather the exercise of discipline in this case was based on the discretion of the employer. I accordingly find that *Washoe* is supportive of the findings that Respondent violated Section 8(a)(5) and (1)

of the Act by the unilateral discharge and issuance of written warnings imposed by it in this case.

### **Conclusions of Law**

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent had an obligation to notify the Union as the certified collective bargaining agent of its unit employees and give it an opportunity to bargain prior to the implementation of the disciplinary actions as set out above on behalf of the unit employees affected thereby.

4. The Respondent violated Section 8(a)(5) and (1) of the Act by failing to notify the Union and give it an opportunity to bargain prior to the implementation of the disciplinary actions.

5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(2), (6) and (7) of the Act.

### **The Remedy**

Having found that the Respondent has engaged in violations of the Act, it will be recommended that it cease and desist therefrom and post the appropriate notice.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended<sup>1</sup>:

### **ORDER**

The Respondent, Cook Mail Services, Inc., its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging and issuing written warnings to its employees without notifying the Union and affording it an opportunity to bargain prior to the taking of any disciplinary actions against its unit employees.

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**1** If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) 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:

Within 14 days after service by the Region, post copies of the attached notice marked "Appendix."<sup>2</sup> Copies of the notice, on forms provided by the Regional Director for Region 16, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately on receipt 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 October 2000.

Dated at Washington, D.C.

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**Lawrence W. Cullen**  
**Administrative Law Judge**

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<sup>2</sup> If this Order is enforced by a Judgment of the 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 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.

The following employees of Respondent Cook Mail Services, Inc. constitute a unit appropriate for the purposes of collective bargaining:

- Included: Full-time truck drivers, part-time truck drivers, and mechanics.
- Excluded: All casual employees, dispatchers, secretaries and supervisors as defined by the Act.

On August 9, 2000, American Postal Workers Union Austin, Texas Area Local 299 was certified as the exclusive collective bargaining representative of the Unit.

**WE WILL NOT** discharge you or issue you written warnings without first notifying the American Postal Workers Union Austin, Texas Area Local 299, (the Union) and affording it an opportunity to bargain concerning the above disciplinary actions.

**WE WILL NOT** in any like or related manner interfere with, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the National Labor Relations Act.

**COOK MAIL SERVICES, INC.**

\_\_\_\_\_  
(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies 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.nlr.gov](http://www.nlr.gov)

819 Taylor Street – Room 8A24, Fort Worth, TX 76102-6178  
(817) 978-2921, Hours: 9:15 a.m. to 5:45 p.m.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (817) 978-2925.