

FORM NLRB-4727
(9-69)

NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

The National Labor Relations Act, as amended, gives employees the following rights:

- To engage in self-organization;
- To form, join, or assist any union;
- To bargain collectively through a representative of their own choosing;
- To act together for collective bargaining or other mutual aid or protection; and
- To refrain from any or all such activities.

WE WILL NOT DO ANYTHING TO INTERFERE WITH THESE RIGHTS.

Specifically:

WE WILL NOT threaten our employees employed at the Port Isabel SPC in Los Fresnos, Texas that they are subject to the union security clause in the collective bargaining agreement we have with International Union, Security, Police, and Fire Professionals of America (SPFPA) (the Union), and that refusal to do so could result in the Union requesting their discharge.

WE WILL NOT threaten our employees employed at the Post Isabel SPC with discharge unless they complied with the provisions of the collective bargaining agreement and joined the Union and paid union dues, or paid the Union a service fee in lieu of union dues.

WE WILL NOT enforce any language in the collective bargaining agreement that would require our employees employed at the Port Isabel SPC to join the Union and pay union dues or pay an equivalent service fee to the union, or be required to make a charitable contribution in lieu of union dues.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the Act.

WE WILL make Carlos Bañuelos whole for any monies, plus interest, lost as a result of the discrimination against him.

ALL OUR EMPLOYEES are free to become or remain, or to refrain from becoming or remaining, members of any labor organization.

DATE: _____ Asset Protection & Security Services

By: _____

Title: _____

Case No. 16-CA-25516

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 question concerning this notice or compliance with its provisions may be directed to the Board's Office, Fort Worth, TX 76102 (817) 334-2921

Form NLRB 4775
(2-02)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

ASSET PROTECTION & SECURITY SERVICES
CASE NO. 16-CA-25516

The undersigned Charged Party and the undersigned Charging Party, in settlement of the above matter, and subject to the approval of the Regional Director for the National Labor Relations Board, **HEREBY AGREE AS FOLLOWS:**

POSTING OF NOTICE - Upon approval of this Agreement and receipt of the Notices from the Region, which may include Notices in more than one language as deemed appropriate by the Regional Director, the Charged Party will post immediately in conspicuous places in and about its plant/office, including all places where notices to employees/members are customarily posted, and maintain for 60 consecutive days from the date of posting, copies of the attached Notice (and versions in other languages as deemed appropriate by the Regional Director) made a part hereof, said Notices to be signed by a responsible official of the Charged Party and the date of actual posting to be shown thereon. In the event this Agreement is in settlement of a charge against a union, the union will submit forthwith signed copies of said Notices to the Regional Director who will forward them to the employer whose employees are involved herein, for posting, the employer willing, in conspicuous places in and about the employer's plant where they shall be maintained for 60 consecutive days from the date of posting. Further, in the event that the charged union maintains such bulletin boards at the facility of the employer where the alleged unfair labor practices occurred, the union shall also post Notices on each such bulletin board during the posting period.

COMPLIANCE WITH NOTICE - The Charged Party will comply with all the terms and provisions of said Notice.

BACKDUES - Within 14 days from approval of this agreement the Charged Party will make whole the employee(s) named below by payment to each of them of the amount opposite each name. The Charged Party will make appropriate withholdings for each named employee.

Carlos Bañuelos

\$350.00

SCOPE OF THE AGREEMENT - This Agreement settles only the allegations in the above-captioned case(s), and does not constitute a settlement of any other case(s) or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this Agreement regardless of whether such matters are known to the General Counselor or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

REFUSAL TO ISSUE COMPLAINT - In the event the Charging Party fails or refuses to become a party to this Agreement, and if in the Regional Director's discretion it will effectuate the policies of the National Labor Relations Act, the Regional Director shall decline to issue a Complaint herein (or a new Complaint if one has been withdrawn pursuant to the terms of this Agreement), and this Agreement shall be between the Charged Party and the undersigned Regional Director. A review of such action may be obtained pursuant to Section 102.19 of the Rules and Regulations of the Board if a request for same is filed within 14 days thereof. This Agreement shall be null and void if the General Counsel does not sustain the Regional Director's action in the event of a review.

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(2-02)

Approval of this Agreement by the Regional Director shall constitute withdrawal of any Complaint(s) and Notice of Hearing heretofore issued in the above captioned case(s), as well as any answer(s) filed in response.

PERFORMANCE - Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

NOTIFICATION OF COMPLIANCE - The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. In the event the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no review has been requested or that the General Counsel has sustained the Regional Director. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in the above captioned case(s).

Charged Party		Charging Party	
ASSET PROTECTION & SECURITY SERVICES		CARLOS BANUELOS	
By: Name and Title	Date	By: Name and Title	Date
Recommended By:	Date	Approved By:	Date
Board Agent		Regional Director	