

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
Region 31**

**TGF MANAGEMENT GROUP HOLDCO,
INC. d/b/a TOLL**

and

**Case Nos. 31-CA-064181
and 31-CA-066634**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, PORT DIVISION**

ORDER CONSOLIDATING CASES AND CONSOLIDATED COMPLAINT

The International Brotherhood of Teamsters, Port Division, herein called the Teamsters or the Union, has charged in Case 31-CA-064181 and in Case 31-CA-066634 that Toll, whose correct name is TGF Management Group Holdco, Inc., herein called Respondent or Toll, has been engaging in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 *et seq.*, herein called the Act. Based thereon and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, herein called the Board, ORDERS that these cases are consolidated.

These cases having been consolidated, the Acting General Counsel, by the undersigned, pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, issues this Order Consolidating Cases and Consolidated Complaint and alleges as follows:

1. (a) The charge in Case 31-CA-064181 was filed by the Union on September 6, 2011, and a copy was served by regular mail on Respondent on September 12, 2011.

(b) The charge in Case 31-CA-066634 was filed by the Union on October 11, 2011, and a copy was served by regular mail on Respondent on October 13, 2011.

(c) The first amended charge in Case 31-CA-066634 was filed by the Union on November 23, 2011, and a copy was served by regular mail on Respondent on November 30, 2011.

2. (a) At all material times, Respondent, a Delaware corporation, with an office and place of business located in San Pedro, California, has been engaged in business as a third-party logistics provider that operates non-retail warehousing and trucking facilities.

(b) During the 12-month period ending October 21, 2011, Respondent, in conducting its business operations described above in paragraph 2(a), purchased and received at its San Pedro facility, products, goods and materials valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Sections 2(2), (6) and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names (security guards' names, herein alleged as J. Does 1 through 5, are currently unknown to the Acting General Counsel but within Respondent's peculiar knowledge) and have been supervisors of Respondent within the meaning of Section 2(11) and/or agents of Respondent within the meaning of Section 2(13) of the Act:

Carlina Cruz	-	Human Resources Specialist
Rich Nazzaro	-	Vice President West Coast Operations
Ken Cannon	-	Labor Consultant
Joe DeSaye	-	Senior Vice President of Operations
Cesar Nevares	-	Dispatch Manager West Coast Trucking
Hector Valentin	-	Director of Trucking West Coast Operations
Ken Stafford	-	West Coast Safety Manager
J. Does 1-5	-	Security Guards

6. (a) About September 1, 2011, Respondent issued verbal warnings to its employees Remberto Martinez (Martinez), Tomas Pena (Pena), and Eduardo Urrea (Urrea).

(b) Respondent engaged in the conduct described above in paragraph 6(a) because Martinez, Pena, and Urrea assisted the Union and engaged in concerted activities, and to discourage employees from engaging in these activities.

7. (a) Respondent, by the individuals named below, on or about the dates and at the locations opposite their names, engaged in surveillance of

employees engaged in union and/or protected concerted activities and/or created an impression among its employees that their union and/or protected concerted activities were under surveillance by Respondent:

Cruz	July 7, 2011	In Respondent's Wilmington yard
Stafford	July 8, 2011	In Respondent's San Pedro yard
Cannon	August 24, 2011	In Respondent's Wilmington yard
Nevares	August 2011	Over the telephone
J. Does 1-5	August 2011	In Respondent's Wilmington yard

(b) In August 2011, Respondent, by increasing the number of guards at the Wilmington yard, engaged in surveillance of employees engaged in union and/or protected concerted activities and/or created an impression among its employees that their union and/or protected concerted activities were under surveillance by Respondent.

8. About June 17 or 24, 2011, Respondent, by Cannon and/or Nazzaro, at a meeting in the Wilmington yard, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.

9. About June 28, 2011, at a meeting in the Wilmington yard, Respondent, by Cannon and/or Nazzaro:

(a) Prohibited employees from talking about the union;

(b) By soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.

10. About June 29, 2011, in Nazzaro's office, Respondent by Nazzaro:

(a) Made a coercive statement and/or threatened an employee;

(b) Harassed an employee by changing his assignments.

11. About July 1, 2011, at a meeting in the Wilmington yard, Respondent, by Nazzaro, promised its employees changes to Respondent's disciplinary system if employees refrained from supporting the Union.

12. About July 1, 2011, in the Wilmington yard, Respondent, by Valentin, promised its employees changes to how Respondent issues discipline if employees refrained from supporting the Union.

13. About July 7, 2011, in the Wilmington yard, at a meeting, Respondent, by Nazzaro:

(a) Made a coercive statement and/or threatened employees;

(b) By soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union

14. About mid-July 2011, at a meeting in the Wilmington yard, Respondent, by Cannon and/or Nazzaro, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.

15. About July 20, 2011, at a meeting in the Wilmington yard, Respondent, by DeSaye:

(a) Interrogated employees about their union activities and sympathies.

(b) By soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.

16. In August 2011, at a meeting in the Wilmington yard, Respondent, by DeSaye, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.

17. About August 19, 2011, in Nazzaro's office, Respondent, by Nazzaro

(a) Unlawfully directed employees that they could not talk with other employees and/or congregate;

(b) Made a coercive statement and/or threatened an employee.

18. On various dates in August 2011, Respondent, by J. Does, orally promulgated, and since that time has maintained a rule prohibiting employees from talking with other employees and/or congregating in the Wilmington yard.

19. In August 2011, Respondent, by Nevares, in a telephone conversation, interrogated an employee.

20. About September 1, 2011, in Nazzaro's office, Respondent, by Cruz, threatened an employee.

21. About September 20, 2011, at a meeting in the Wilmington yard, Respondent, by DeSaye:
- (a) Threatened employees with job loss if they supported the Union;
 - (b) Informed its employees that it would be futile for them to select the Union as their bargaining representative.
22. About September 21, 2011, at a meeting in the Wilmington yard, Respondent, by Cannon and/or DeSaye, informed its employees that it would be futile for them to select the Union as their bargaining representative.
23. About September 21, 2011, at a meeting in the Wilmington yard, Respondent, by Cruz, by soliciting employee complaints and grievances, promised its employees increased benefits and improved terms and conditions of employment if employees refrained from supporting the Union.
24. About mid-September 2011, at a meeting in the Wilmington yard, Respondent, by Nazzaro, informed its employees that it would be futile for them to select the Union as their bargaining representative.
25. By the conduct described above in paragraphs 6(a) and 6(b), Respondent has been discriminating in regard to the hire or tenure or terms of conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.
26. By the conduct described above in paragraphs 7 through 24, Respondent has been interfering with, restraining, and coercing employees in the

exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

27. The unfair labor practices of Respondent described above affect commerce within the meaning of Sections 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practice(s) alleged herein the Acting General Counsel seeks an Order requiring that the Notice be read to employees during working time in English and in Spanish by Respondent.

ANSWER REQUIREMENT

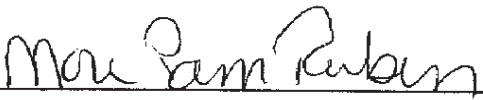
Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before February 10, 2012, or postmarked on or before February 9, 2012**. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the **E-Gov tab**, select **E-Filing**, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for

filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

Service of the answer on each of the other parties must be accomplished in conformance with the requirements of Section 102.114 of the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed or if an answer is filed untimely, the Board may find, pursuant to Motion for Default Judgment, that the allegations in the consolidated complaint are true.

Dated at Los Angeles, California, this 27th day of January, 2012.


Mori Pam Rubin, Acting Regional Director
National Labor Relations Board, Region 31
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