

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

Portland Specialty Baking LLC

Case 19-CA-173175

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in conspicuous places, including all places where notices to employees are customarily posted, at its facility located at 3423 NE 172nd Place, Portland, Oregon. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

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

NON-ADMISSION — By entering into this Settlement Agreement, the Charged Party does not admit that it has violated the National Labor Relations Act, as amended.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. 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.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No DLR
 Initials

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.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the Notice to Employees, as identified above in the Scope of Agreement section, as well as filing and service of the charge(s), commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices. Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Portland Specialty Baking LLC		Charging Party Bakery, Confectionery and Tobacco Workers International Union, Local 114, AFL-CIO, CLC	
By: Name and Title	Date	By: Name and Title	Date
<i>DR</i> Dan Rowen, attorney	7/18/16		
Recommended By:	Date	Approved By: Ronald K. Hooks Regional Director, Region 19	Date
Richard C. Fiol, Field Attorney		By: _____ Jessica Dietz, Officer in Charge	

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative 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 do anything to prevent you from exercising the above rights.

WE WILL NOT discriminate against you for joining or supporting Bakery, Confectionery and Tobacco Workers International Union, Local 114 (the "Union") or any other labor organization.

WE WILL NOT remove Union literature from the break room while allowing anti-Union literature in the break room.

WE WILL NOT threaten to discharge you or otherwise discriminate against you if you vote for the Union.

WE WILL NOT threaten your future employment if you vote for the Union.

WE WILL NOT threaten to close our plant if you vote for the Union.

WE WILL NOT threaten to discharge you because of your immigration status if you vote for the Union.

WE WILL NOT threaten to change your current terms and conditions of employment, including, but not limited to, vacation and medical benefits, if you vote for the Union.

WE WILL NOT threaten to more strictly enforcing our existing attendance and tardiness policies and discipline you and/or discharge you if the Union is your collective bargaining representative.

WE WILL NOT question you about your Union support and/or sympathies.

WE WILL NOT promise you better terms and conditions of employment, including, but not limited to, more desirable work assignments; guarantee a fixed 40 hour work; higher hourly wages; a 401(k) plan; and more language interpreters, if you vote against the Union.

WE WILL NOT make false statements regarding the amount of Union dues that will be deducted from your paychecks, and how often those dues will be deducted.

WE WILL NOT transfer or reassign you to interfere with your union activities or to discourage support for the Union.

WE WILL NOT issue you disciplinary notices in retaliation for your union activities or to discourage support for the Union.

WE WILL reassign Nabeel Al Shaikhli to his former position of cleaning pans, or to a substantially equivalent position, when he is able to safely perform these job duties and **WE WILL** notify him in writing that we have done so.

WE WILL remove from our files all disciplinary notices and/or disciplinary references to Olga Estrada's absences in March 2016, and **WE WILL** notify her in writing that this has been done and that they will not be used against her in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Portland Specialty Baking LLC

(Employer)

Dated: _____ By: _____
(Representative) (Title)

19-CA-173175

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy 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 or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

1220 SW 3rd Ave., Ste. 605
Portland, OR 97204

Telephone: (503) 326-3085
Hours of Operation: 8:00 a.m. to 4:30 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.