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- 3 Rules that are plainly unlawful to maintain

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- Rules vs. using employer logos or intellectual property

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- Rules against joining outside organizations or voting on matters concerning the employer

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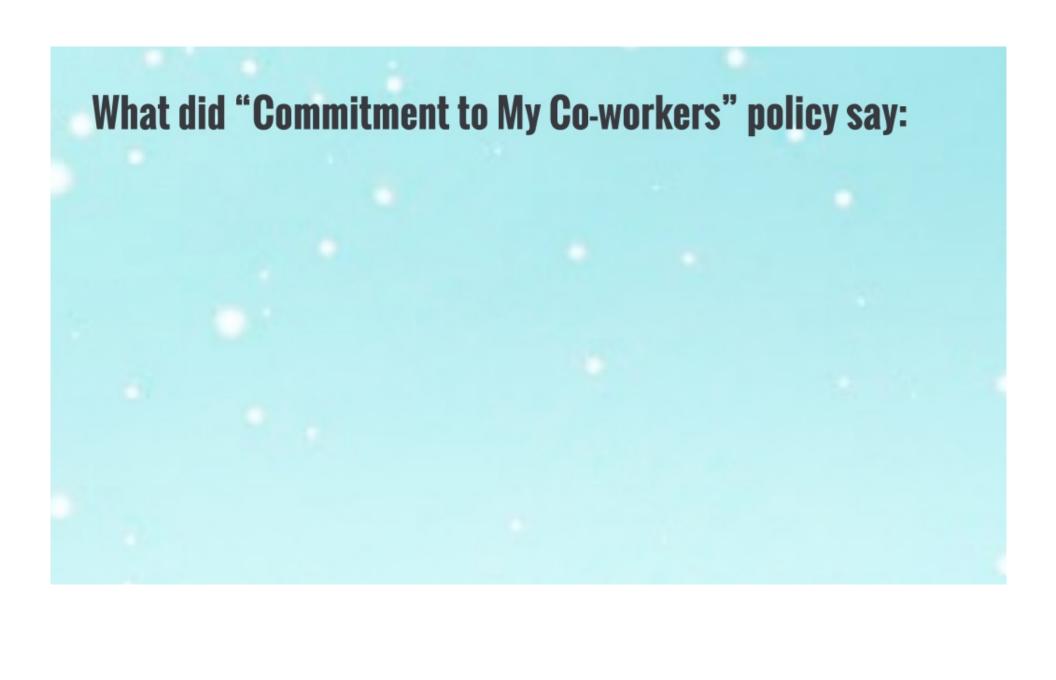
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 - · prohibited the sharing of confidential information online
 - prohibited the use of cellphone cameras
- Portions of work rules prohibiting disparaging comments online about ER, and prohibiting use of the ER's electronic system unlawful; overbroad



10 paragraphs, including the following:

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- "I will talk to you promptly if I am having a problem with you. The only time I will discuss it with another person is when I need advice of help in deciding how to communicate with you appropriately."

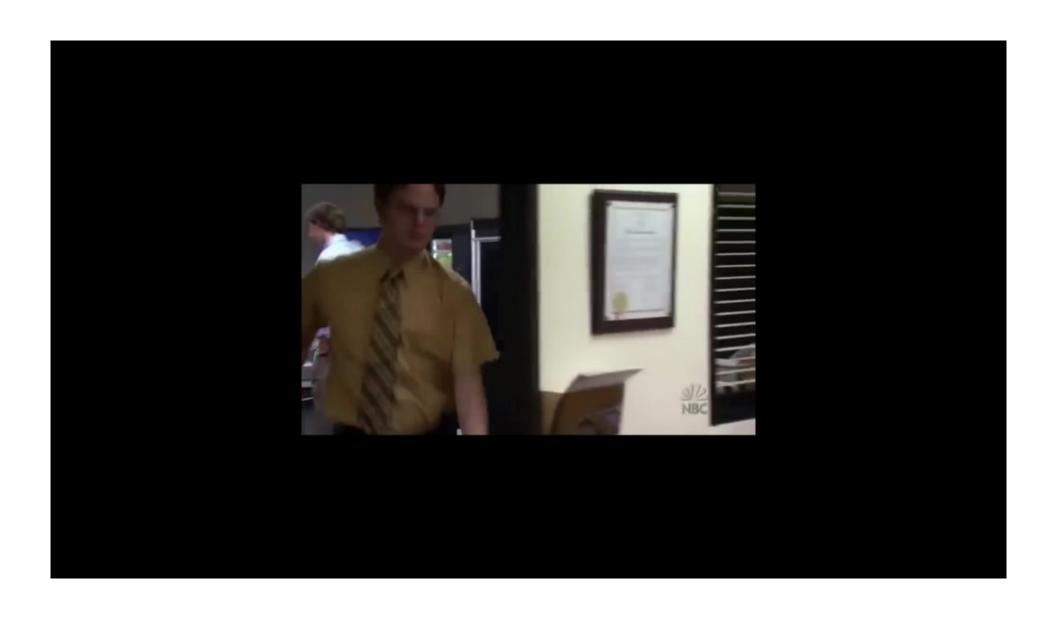
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- "I have reviewed policies from the Employee Guidebook as well as... that state the use of my cellphone is prohibited by all [employees] unless during my scheduled breaks and I should only use my cell phone in designated areas."

In other words... not this:





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- What result by our employer-friendly NLRB?

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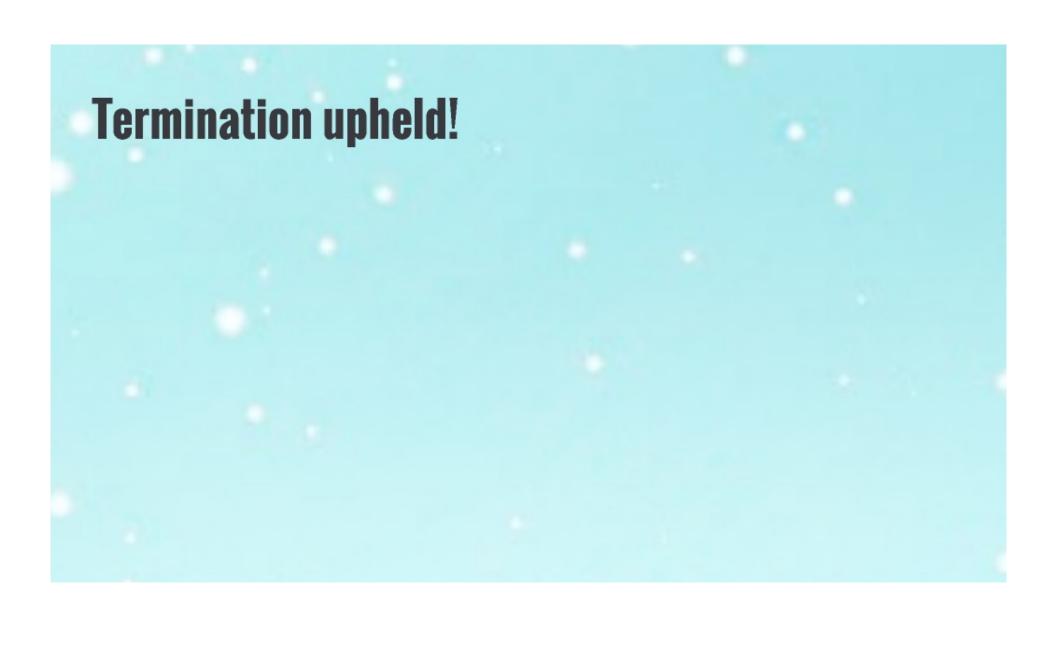
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- · What result?

Security is a serious job, after all









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- But, policy prohibiting EES from criticizing Company, and discipline letter prohibiting EEs from discussing discipline with workers or clients violated NLRA
- Despite termination being based in part on unlawfully overbroad rules, FB video did not constitute PCA, and was so egregious that other EES would not connect the term to the overbroad portion of the rules

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- EE files charge against Union. What result?





Violation of the Act!

 FB group had tendency to restrain and coerce employees, by excluding, ostracizing, and humiliating them

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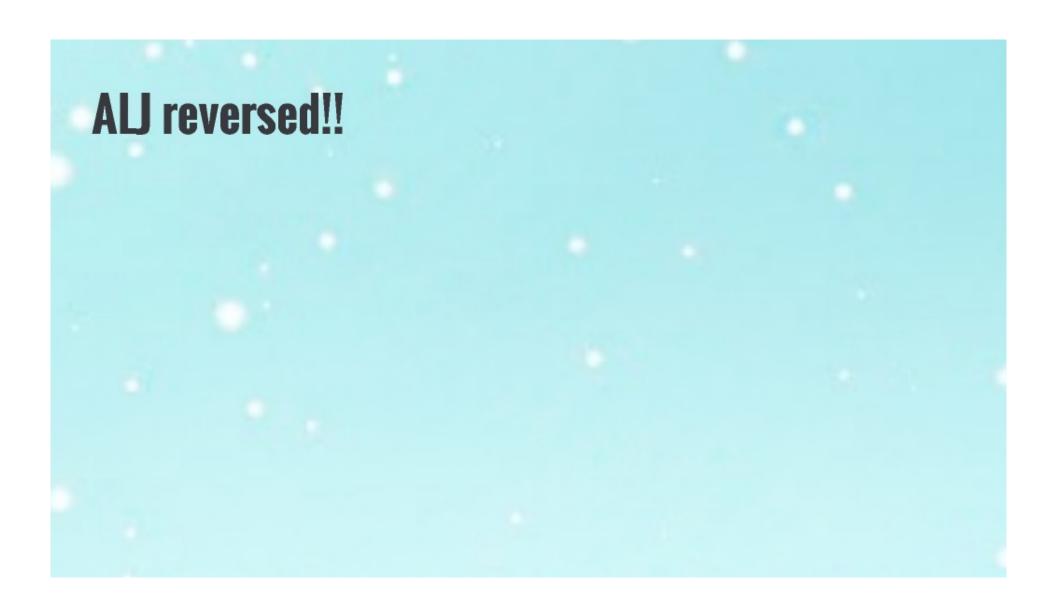
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- Investigation conducted. EE fired.

You would not curse at a customer, right?









ALJ reversed!!

Not protected activity!

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- Not protected activity!
- EEs conduct not "concerted" nor engaged in for the purpose of "mutual aid and protection." Conduct was "mere griping."

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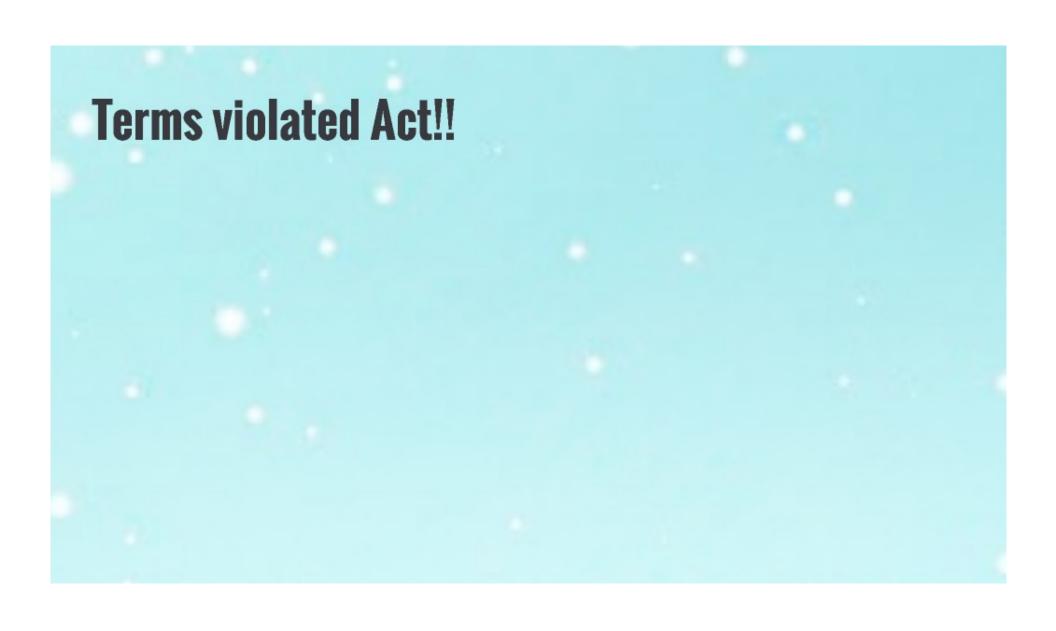
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- EEs did not disclose SSI or make maliciously false statements
- Prohibiting EEs from talking to media "at any time" is overbroad and could be reasonably construed to prohibit section 7 activity

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- Violation of section 8—interference with EE rights (former EE) in her exercise of rights under section 7
- Banning former EE was direct retaliation for her participation in class/collective action

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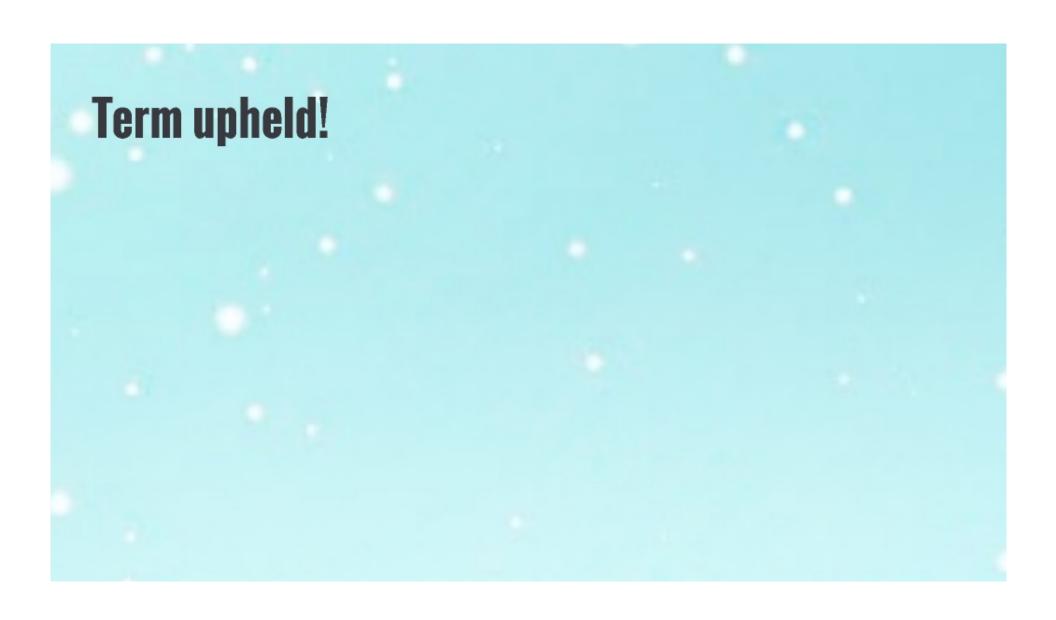
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- Is this protected activity? What was result?





Term upheld!

 While protected activity, EE's misconduct was so egregious it lost the protection of the NLRA

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- What happened next?

