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

TELEVICENTRO OF PUERTO RICO, LLC
D/B/A WAPA–TV

and **Case 12–CA–318092**

UNION DE PERIODISTAS, ARTES GRAFICAS
Y RAMAS ANEXAS (UPAGRA), LOCAL 33225

Pierina Morales Sanabria, Esq.,
for the General Counsel.
Reynaldo A. Quintana Latorre and *Ashley D. Martínez Rivera, Esqs.,*
for the Respondent.
Alexandra Sánchez–Mitchell, Esq.,
for the Charging Party.

DECISION

STATEMENT OF THE CASE

G. REBEKAH RAMIREZ, Administrative Law Judge. Unión de Periodistas, Artes Gráficas y Ramas Anexas (UPAGRA), Local 33225 (the Union or Charging Party) filed the charge in this matter on May 15, 2023, and subsequently amended it on September 25, 2023, December 20, 2023, and April 10, 2024. A complaint issued on August 22, 2024, which was subsequently amended on November 14, and 26, 2024. The amended complaint alleges that Televicentro of Puerto Rico, LLC d/b/a WAPA–TV (Respondent) violated Section 8(a)(1) of the National Labor Relations Act (the Act) by maintaining certain overbroad rules in its employment "exclusivity" agreements. Respondent timely filed its answer and amended answers to the complaint.

On December 11, 2024, the General Counsel, the Union and the Respondent filed a Joint Motion to Submit Stipulated Record to the Administrative Law Judge (the joint motion) and a Joint Stipulation of Facts and Exhibits, therein waiving their right to an evidentiary hearing. On December 13, 2024, in accordance with Section 102.35(a)(9) of the National Labor Relations Board's (the Board) Rules and Regulations, I granted the joint motion, approved the stipulation of facts, and admitted the joint exhibits. The parties were provided until January 17, 2025 to submit post–hearing briefs. All parties timely filed their respective post–hearing brief. For the reasons described below, I have found that Respondent violated the Act by maintaining certain overly broad provisions in its exclusivity agreements.

PROCEDURAL ISSUES

On February 24, 2025, Respondent filed a motion to dismiss and on March 6, 2024, the Acting General Counsel filed an opposition to Respondent's motion to dismiss and a request to withdraw portions of the complaint. Respondent argues in its motion to dismiss that the legal foundation upon which the complaint issued is no longer valid because the Acting General Counsel has since rescinded the former General Counsel's legal guidance concerning non–compete agreements.[1] The Acting General Counsel argues that the rescission decision does not preclude finding that certain sections of the termination provision, the non–contempt provision, and the choice of forum provision in Respondent's exclusivity agreements are unlawful. Further, the Acting General Counsel requests to withdraw portions of the complaint that allege that the solicitation and non–competition provisions in the exclusivity agreements are unlawful. I hereby grant the Acting General Counsel's request to withdraw the complaint allegations concerning the solicitation and non–competition provisions, and portions of the remedy sought in the complaint. I deny Respondent's motion to dismiss since I find that the Acting General Counsel's recission of GC Memo 23–08 does not preclude the litigation of the allegations in the complaint, as amended.

On the entire record, including the briefs filed by the General Counsel, the Charging Party, and Respondent, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is a limited liability company engaged in the operation of a television broadcasting station and the presentation of television programs including local and international news, shows, and movies, at its facility in Guaynabo, Puerto Rico. During the 12 months preceding the joint motion, Respondent, in conducting its business operations, derived gross revenues in excess of $100,000, and purchased and received goods valued in excess of $50,000 directly from points outside the Commonwealth of Puerto Rico. Respondent admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. (Jt. Stip. par. 3–6.)[2] Respondent admits, and I find, that the Charging Party is a labor organization within the meaning of Section 2(5) of the Act. (Jt. Stip. par. 7.)

[1] On February 14, 2025, the Acting General Counsel rescinded General Counsel Memorandum 23–08 (GC Memo 23–08), which provided legal guidance involving non–compete agreements that may violate the Act.

[2] Abbreviations used in this decision are as follows: "Jt. Stip." for joint stipulation of facts, "Jt. Exh." for joint exhibits, "GC Exh." for General Counsel's exhibits, "GC Br." for General Counsel's post–hearing brief, "R. Br." for Respondent's post–hearing brief, and "CP Brief" for Charging Party's post–hearing brief. Specific citations to the stipulation of facts and/or exhibits are included where appropriate to aid review and are not necessarily exclusive or exhaustive.

II. ALLEGED UNFAIR LABOR PRACTICES

A. Background

The basic facts of this case were stipulated. Jorge Hidalgo is the President and General Manager of Respondent and is an admitted supervisor within the meaning of Section 2(11) of the Act and an agent of Respondent within the meaning of Section 2(13) of the Act.

At all material times, Respondent has recognized the Union as the exclusive collective–bargaining representative of employees in the following appropriate bargaining unit:

> All employees employed by the Company in the program production, engineering departments and building maintenance at the Company television and filming station in Guaynabo, Puerto Rico, including sound–effect persons, videotape operators, makeup employees, telephone switchboard operators/receptionists, camera persons, graphic artists/operators, handypersons, exterior technicians, maintenance engineer technicians, scenery utility persons, carpenters/welders, audio assistants, electrician assistants, studio coordinators, master control operators, stagehands, p.a. assistants, light technicians, messengers, programming editors, transmitter operators, painters, building maintenance utility persons, electronic news editors, electronic promotion editors, artistic painters, microwave technicians/utility, p.a. system technicians, videotape storekeepers, post production editors, production editors, audio persons, music technicians, microwave/utility news persons, transmitter janitors, electricians, news photographers, Ignite operators, Ignite utility persons, reporters and anchor reporters, Cameraman/Editor, and News Department Production Assistants; excluding Executives, administrative and professional personnel, all employees and announcers who regularly or frequently appear before the camera or microphone, salespersons, promotion department employees, office clerical employees, scenery managers, master control supervisors, MIS supervisors, studio supervisors, transmitter supervisors, tv directors, technical directors, script writers, guards and supervisors as defined in the National Labor Relations Act, as amended.

The parties' most recent collective–bargaining agreement is effective from November 27, 2023 through May 31, 2028. The collective–bargaining agreement provides, in pertinent part, at Article 23 "General Dispositions," Section 53, that "[I]f the company is interested in granting an exclusivity contract with any person that will occupy a position within the appropriate unit, said contract will not violate any of the provisions of the collective–bargaining agreement. Copy of the exclusivity agreement will be sent to the Union within (5) business days after the signing of the contract." (Jt. Stip. par. 8–12.)

Carlos Rivera Ortiz is a news anchor/reporter employed by Respondent. On about March 13, 2023, Rivera Ortiz executed an "Exclusivity, Compensation and Bonus Agreement" (exclusivity agreement) with Respondent. A copy of the agreement was sent to the Union.

Respondent also executed similar exclusivity agreements with other bargaining unit employees employed as television news anchors, including, but not limited to exclusivity agreements signed by employees (1) Katiria Soto, (2) Natalia Meléndez, (3) Reina Mateo, (4) Sylvia V. Camacho, (5) Alanis Quiñonez, (6) Kefrén Velázquez, (7) Jorge Gelpí, (8) Aixa Vázquez, (9) Pedro Rosa, (10) Julio Rivera, and (11) Mónika Candelaria. The exclusivity agreements between Respondent and the above listed employees were signed on various dates but were all in effect as of March 13, 2023. (Jt. Stip. par. 13–15; Jt. Exhs. 1–4.)

B. The Exclusivity Agreements

All the exclusivity agreements in evidence have a term of three years and contain provisions ensuring that employees will work exclusively for Respondent in exchange for a base annual salary and certain bonuses. The exclusivity agreements contain terms for a signing bonus, ratings bonus, and clothing bonus, among others. (Jt. Exhs. 2–4.) The Acting General Counsel alleges that certain sections in the exclusivity agreement's termination provision, and the "non–contempt" and "choice of forum" provisions violate Section 8(a)(1) of the Act. In pertinent part, the challenged provisions state as follows:

> Termination. This Agreement shall be in effect for three (3) years, unless the Company terminates it and/or the Employee's employment for cause. For purposes of this Agreement, the terms "cause" includes, but is not limited to:
>
> […]
>
> h) making… egregiously offensive. . . comments towards the Company, executives, directors, its employees or clients and/or which may disrupt or harm Company operations;
>
> […]
>
> l) violation of any duty of loyalty or breach of any term or condition of this Agreement and/or as provided by [Commonwealth of Puerto Rico] Law 80 of 1976, as amended, as applicable.
>
> Non–Contempt. The Employee may not, either in writing or verbally. . ., denigrate, discredit or disparage the Company, its affiliates, including all directors, executives, officials, employees, shareholders, associates, members, agents or representatives of any of the above, related to his employment, including the content of this Agreement or regarding any of his past or present activities; or express and/or publicize (either in writing or verbally) statements that include and/or mention any of the aforementioned parties in an unfavorable manner; nothing in this document shall impede or be considered an impediment for the Employee to testify in any legal or administrative proceeding in which said testimony is mandatory or requested or otherwise complies with legal requirements. The Company and its affiliates may instruct their senior executives, either in writing or verbally, not to defame, denigrate, or discredit the Employee nor publicize (either in writing or verbally)

statements that tend to disparage and/or discredit him; however, nothing in this paragraph shall be construed or be deemed an impediment for the Company and its affiliates or any of their executives to discuss or comment about the Employee in connection with the normal performance evaluations of his employment or who testify in any legal or administrative proceeding where said testimony is mandatory or requested or otherwise in compliance with any legal requirement.

Choice of Forum. Any dispute that emerges regarding the interpretation, scope, conditions, application and/or compensation under this Agreement, shall be discussed in good faith by the Parties pursuant to the Company's internal policies and shall not be subject to any complaints and grievances procedures.

III. DISCUSSION AND ANALYSIS

Applicable legal standard

Under Section 8(a)(1) of the Act, it is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Section 7 of the Act. Section 7 guarantees employees "the right to self–organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection," as well as the right "to refrain from any or all such activities." 29 U.S.C. §157. The test for evaluating whether there has been a violation of Section 8(a)(1) is an objective one, i.e., whether, under the totality of the circumstances, the employer's statement or conduct would reasonably tend to interfere with, restrain, or coerce employees in the exercise of their Section 7 rights. *Multi–Ad Services*, 331 NLRB 1226, 1227–1228 (2000); *Sage Dining Services, Inc.*, 312 NLRB 845, 846 (1993). In making this evaluation, the Board does not consider the employer's motive or whether the coercion succeeded or failed. *American Freightways Co., Inc.*, 124 NLRB 146, 147 (1959).

An employer violates Section 8(a)(1) when it maintains workplace rules or policies that would reasonably tend to chill employees in the exercise of their Section 7 rights. When evaluating facially neutral work rules, the Board will assess the challenged rule "from the perspective of the reasonable employee who is economically dependent on her employer and thus inclined to interpret an ambiguous rule to prohibit protected activity she would otherwise engage in." *Stericycle, Inc.*, 372 NLRB No. 113 slip op. at 9 (2023). Therefore, if an employee could reasonably interpret a rule to restrict or prohibit Section 7 activity, the General Counsel has satisfied her burden and demonstrated that the rule is presumptively unlawful. Id., slip op. at 9. The rule is presumptively unlawful even if it could be reasonably interpreted not to restrict Section 7 rights and even if the employer did not intend for its rule to restrict Section 7 rights. Id. Further, the Board stated that a "typical employee interprets work rules as a layperson rather than as a lawyer." Id. An employer may rebut the presumption that a rule is unlawful by "proving that the rule advances a legitimate and substantial business interest, and that the employer is unable to advance that interest with a more narrowly tailored rule." Id., slip op. at 2.

Legal Analysis

The termination provision

The termination provision states, in pertinent part: "For purposes of this Agreement, the term "Just Cause," includes but is not limited to. . . making [defamatory,] egregiously offensive [or knowingly or maliciously false] comments towards the Company, executives, directors, its employees, or clients and/or which may disrupt or harm Company operations; . . . violation of any duty of loyalty or breach of any term or condition of this Agreement . . ."[3]

The Acting General Counsel argues that the above challenged clauses in the termination provision and the non–contempt provision, which will be separately discussed below, are overly broad rules under *Stericycle*, supra, and that (1) employees are required to sign the exclusivity agreements at a time when they are economically dependent on Respondent; (2) the overly-broad rules do not explain how they advance a legitimate and substantial business interest and are not narrowly tailored to any special circumstances outweighing its infringement on employee rights; and (3) the rules are so broad that employees would reasonably interpret them as preventing employees from engaging in protected concerted activity such as raising concerted complaints regarding their supervisors, supporting a union, and/or reporting unfair labor practices or other labor disputes. The Acting General Counsel cited multiple Board cases in support of his arguments: *Teletech Holdings, Inc.*, 342 NLRB 924, 931–932 (2004) (finding rule prohibiting employees from speaking negatively about their job or employer unlawful); *MasTec Advanced Technologies*, 357 NLRB 103. 106–107 (2011) (holding that employee communications to a third party in an effort to obtain their support are protected where the communication is related to an ongoing labor dispute, and it is not so disloyal, reckless or maliciously untrue as to lose the protection of the Act); *Valley Hospital Medical Center*, 351 NLRB 1250, 1252 (2007) (holding that to lose the protection of the Act as an act of disloyalty, an employee's public criticism of an employer must evidence "a malicious motive"); and *Trompler, Inc.*, 335 NLRB 478, 479 (2001) (holding that concerted employee complaints about supervisors is protected activity). (GC Br. at 10–12.)

I find that the Acting General Counsel has established that an employee could reasonably construe the challenged provisions in the termination clause as interfering with Section 7 activity. While the terms "defamatory" and "knowingly or maliciously false" are almost always easy to identify, "egregiously offensive" without more, is vague. Prohibiting employees from making any comment that "may" disrupt or harm Respondent's operations is also very ambiguous. Also vague is Respondent's use of the term "duty of loyalty" without any definition, delineation, or examples of what is meant. The rest of the termination provision, which the Acting General Counsel does not challenge, provides a list of other grounds for termination (for instance, carelessness in performing duties, gross negligence, theft, sexual harassment, and insubordination, among others). Thus, the unchallenged grounds for termination clearly pertain to an employee's job performance and/or issues that are reasonably expected to lead to termination. The challenged provisions, on the other hand, are not only vague but are also overly broad. Employees executing the exclusivity agreements are clearly economically dependent on Respondent and, as a layperson, could reasonably interpret these provisions as applying to Section 7 activity. For example, an employee

[3] The Acting General Counsel does not object to the language in brackets.

may reasonably believe that she is prohibited from simply being critical of management and/or of her terms and conditions of employment because a coworker or manager could find the criticism offensive, harmful to the Company, or disloyal. Similarly, an employee may reasonably believe that she cannot concertedly complain to a coworker about terms and conditions of employment, and/or about management, for fear of her conduct being considered egregiously offensive, disruptive or harmful, and/or disloyal. "It is axiomatic that discussing terms and conditions of employment with coworkers lies at the heart of protected Section 7 activity." *Union Tank Car Company*, 369 NLRB No. 120 (2020), citing *St. Margaret Mercy Healthcare Center*s, 350 NLRB 203, 205 (2007) enfd. 519 F.3d 373 (7th Cir. 2008). Concerted activity includes "an employee complaining to a coworker about a supervisor." *Claremont Resort & Spa*, 344 NLRB 832, 832 (2005).

As the clauses in the termination provision are presumptively unlawful, the burden shifted to Respondent to demonstrate a legitimate and substantial business interest. Respondent asserts that the challenged provisions protect it from defamatory or false statements about the Company, its personnel or its clients, and that employees are only prohibited from engaging in conduct that is "objectively harmful." (R. Br. at 16–17.) Contrary to Respondent's assertions, the termination provision does not limit an employee's cause for termination to making defamatory or maliciously false statements – nor has the Acting General Counsel taken issue with the use of those terms in the agreement. Respondent failed to explain why adding the terms "egregiously offensive" and/or comments that "may" disrupt or harm operations to the provision prohibiting defamation further addresses its business interests. Respondent also failed to address what is meant by a violation of any "duty of loyalty," or what business interest is being protected with this term. Thus, Respondent failed to show that these provisions advance a legitimate and substantial business interest, and that it is unable to advance its interests with a more narrowly tailored rule.

The non–contempt provision

The non–contempt provision states, in pertinent part: "The employee may not, either in writing or verbally, [defame,] denigrate, discredit or disparage the Company, its affiliates, including all directors, executives, officials, employees or management related to his employment including the content of this Agreement, or regarding any of his past or present activities; or express and/or publicize. . . statements. . . that include and/or mention any of the aforementioned parties in an unfavorable manner. . ."[4]

The Acting General Counsel argues that the terms "denigrate, discredit or disparage" as used in the above provision are vague and overly broad. I agree, especially given that Respondent goes on to prohibit employees from engaging in this conduct in relation to their "employment" and/or to "the content of [the] Agreement." Further, the Acting General argues that prohibiting employees from making statements that include or mention the Company or its employees "in an unfavorable manner" is vague and overly broad. I also agree. A reasonable employee would most

[4] The Acting General Counsel does not object to the language in brackets. I note that the exclusivity agreements were originally executed in Spanish and translated to English for this proceeding. All parties agreed to the translation. However, the term "non-contempt" may cause confusion as it generally refers to someone being found not in contempt of court. For purposes of this matter, I construe non-contempt to refer to what is typically known in labor matters as non-disparagement.

likely understand that they are prohibited from criticizing or complaining about the wages, bonuses and other terms contained in their exclusivity agreement for fear of their conduct being considered denigrating, discrediting, disparaging, and/or unfavorable to the Company. Moreover, an employee could reasonably interpret the non–contempt provision to prohibit them from making any negative remark whatsoever about the Company's policies, terms and conditions of employment, and/or about management, as any negative remark could be interpreted as a statement portraying the Company in an "unfavorable manner." Notably, an employee would be subject to termination if he were to be found to violate the non–contempt provision because the termination provision above states that an employee may be terminated for a "breach of any term or condition of this Agreement." Thus, I find that the Acting General Counsel has established that an employee could reasonably construe the non–contempt provision as interfering with Section 7 activity.

As the rule is presumptively unlawful, the burden shifts to Respondent to demonstrate a legitimate and substantial business interest. Respondent argues that the non–contempt provision "serves to foster mutual respect and professionalism by prohibiting defamatory or disparaging remarks." Respondent further argues that this clause safeguards employees' Section 7 rights because it specifically allows for employees to "testify in any legal or administrative proceeding in which said testimony is mandatory or requested." Further, Respondent argues in general that the challenged provision advances its business interest of protecting "confidential information." Respondent cites Board cases that discuss confidentiality concerns. (R. Br. at 25–28.) However, nowhere in the exclusivity agreement is respect, professionalism, or confidential information discussed or mentioned. I find the language at issue here plainly restricts employees from making any unfavorable remarks related to their employment and/or the terms and conditions of employment contained in the agreement. This restriction is not narrowly tailored to address defamation, professionalism in the workplace, or confidentiality concerns. An employee could reasonably understand this provision to restrict them from engaging in concerted activities such as complaining about their wages, benefits or management. The language related to being allowed to testify in a legal or administrative proceeding does not cure the overly broad unlawful restrictions because Section 7 activity is not restricted to being able to testify in a proceeding. Thus, Respondent has failed to show that it is unable to advance its business interests with a more narrowly tailored rule.

The choice of forum provision

The choice of forum provision states that "any dispute that emerges regarding the interpretation, scope, conditions, application and/or compensation under this Agreement shall be discussed in good faith by the Parties pursuant to the Company's internal policies and shall not be subject to any complaints and grievances procedure." The Acting General Counsel argues that Respondent cannot prohibit employees from filing any complaints and grievances over terms and conditions of employment that fall under the exclusivity agreements, such as reasons for termination and compensation, because these terms are "grievable" matters under the parties' collective–bargaining agreement. Thus, employees could reasonably interpret this provision as prohibiting them from complaining about or discussing their terms and conditions of employment, including wages, among themselves and/or with their Union since their only recourse is to raise any complaint or grievance directly with Respondent. The Charging Party further asserts that this provision hinders employees' ability to "bargain collectively through representatives of their own choosing." (GC Br. at 14; CP Br. at 19.)

I find that the Acting General Counsel has satisfied his burden in showing that this provision could reasonably be interpreted to restrict Section 7 activity. The provision outright prohibits employees from filing a grievance over any dispute arising under the exclusivity agreement. In addition, an employee could reasonably understand this language to restrict them from filing a Board charge. Further, an employee that engages in good faith discussions with Respondent about a dispute over whether their Section 7 conduct violates any of the challenged for–cause termination provisions would have no recourse if the dispute were not resolved in their favor. In any event, this provision outright prohibits Section 7 protected conduct.

Respondent argues that this provision does not limit employees' Section 7 rights, but instead "establishes a structured process for resolving contractual disputes" and is limited in its scope "to disputes specifically related to the terms of the Agreement." Further, Respondent asserts that this provision does not attempt to limit employees' ability to file complaints with external agencies such as the Board but only applies to "issues related to compensation or specific terms, rather than broader labor rights protected by the NLRA." (R. Br. at 30.) This argument misses the point. The Acting General Counsel is not challenging the provision's language concerning Respondent's rule that employees first engage in good faith discussions with the Company over any disputes that emerge from the terms of the agreement. The issue here is that Respondent is blatantly prohibiting employees from taking any disputes about their terms and conditions of employment contained in the exclusivity agreement to the Union or to any other outside entity.

Finally, Respondent argues that since Article 23, Section 53, of the collective–bargaining agreement (CBA) states that the exclusivity agreements "do not violate any of the provisions of the [CBA]," no inference can be made that these agreements violate the Act or that they contain overly broad language. Since the CBA requires Respondent to provide the Union with copies of the agreements, Respondent further argues that "the Union implicitly affirmed the choice of forum clause and other provisions of the agreements." (R. Br. at 31–33.) This argument also misses the point. First, Respondent misquotes the CBA. The CBA states that if the Company is interested in granting an exclusivity agreement, said agreement "*will* not violate any of the provisions of the [CBA]." (emphasis added). The CBA provides the Union the right to receive a copy of any exclusivity agreement and says nothing about the exclusivity agreements falling outside of the grievance and arbitration procedure. Thus, logically, after reviewing the agreement, the Union could object to provisions in the exclusivity agreement and/or could grieve an issue arising from the agreement. Second, there is no evidence in the record to support Respondent's assertion that the Union has "implicitly" accepted as lawful the provisions in the exclusivity agreement. The stipulation of facts states that the Union received a copy of the March 13, 2023 exclusivity agreement between Respondent and Rivera Ortiz, and that it filed a charge with the Board objecting to said agreement on May 15, 2023. The record does not have evidence of any other times when the Union received and/or reviewed exclusivity agreements. Contrary to Respondent's assertions, the CBA does not provide Respondent with a blanket approval for the exclusivity agreements. Thus, Respondent's arguments fail. I find that the choice of forum language prohibiting employees from seeking to file complaints and/or grievances concerning any dispute that emerges under the exclusivity agreement is overly broad, and that Respondent has failed to show that this rule advances a legitimate and substantial business interest.

Based on the foregoing, I find that the General Counsel has established that the challenged provisions in Respondent's exclusivity agreements violate Section 8(a)(1) of the Act.

IV. CONCLUSIONS OF LAW

1. 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. Respondent violated Section 8(a)(1) of the Act by maintaining overly broad provisions in its exclusivity agreements that:

a. Prohibit employees from making "egregiously offensive" comments towards the Company, executives, directors, its employees or clients and/or which "may disrupt or harm Company operations."

b. Prohibit employees from violating "any duty of loyalty."

c. Prohibit employees from making statements, either in writing or verbally, that "denigrate, discredit, or disparage the Company, its affiliates, including all directors, executives, officials, employees, shareholders, associates, members, agents or representatives of any of the above, related to his employment, including the content of this Agreement or regarding any of his past or present activities; or express and/or publicize (either in writing or verbally) statements that include and/or mention any of the aforementioned parties in an unfavorable manner."

d. Prohibit employees from filing "any complaints and grievances" over "any dispute that emerges regarding the interpretation, scope, conditions, application and/or compensation under the agreement."

4. Respondent's unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices at its Guaynabo, Puerto Rico facility, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent shall be ordered to cease and desist from maintaining exclusivity agreements with language that would reasonably chill employees in the exercise of their rights under Section 7 of the Act. Respondent shall be ordered to rescind the overly broad language in certain provisions in the exclusivity agreements, as detailed in the order below, or, in the alternative, shall lawfully revise the provisions, and will provide all current and former employees who have been parties to an exclusivity agreement at any time since March 13, 2023, with copies of the revised exclusivity

agreements or with notice that the overly broad provisions have been rescinded. Respondent will also be required to post a notice, as detailed in the order below.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[5]

ORDER

Respondent, Televicentro of Puerto Rico, LLC d/b/a WAPA–TV, its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Maintaining overly broad provisions in its exclusivity agreements stating, in relevant part, as follows:

i. In the termination provision stating that the term "cause" includes but is not limited to: making "egregiously offensive" comments towards the Company, executives, directors, its employees or clients "and/or which may disrupt or harm Company operations" and "violation of any duty of loyalty."

ii. In the non–contempt provision, stating that "the Employee may not, either in writing or verbally… denigrate, discredit or disparage the Company, its affiliates, including all directors, executives, officials, employees, shareholders, associates, members, agents or representatives of any of the above, related to his employment, including the content of this Agreement or regarding any of his past or present activities; or express and/or publicize (either in writing or verbally) statements that include and/or mention any of the aforementioned parties in an unfavorable manner."

iii. In the choice of forum provision, stating that any dispute that emerges regarding the interpretation, scope, conditions, application and/or compensation under this Agreement… "shall not be subject to any complaints and grievances procedures."

b. In any like or related manner, interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Rescind the provisions in the exclusivity agreements found to be overly broad.

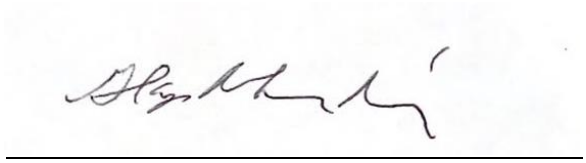
[5] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.46 of the Rules be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(b) Provide current and former employees who have been parties to an exclusivity agreement at any time since March 13, 2023, with notice that the provisions found overly broad have been rescinded, or in the alternative, provide them with revised exclusivity agreements with lawfully worded provisions.

(c) Within 14 days after service by the Region, post at its Guaynabo, Puerto Rico facility, copies of the attached notice marked "Appendix."[6] Copies of the notice, on forms provided by the Regional Director for Region 12, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to the physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. 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 and former employees employed by Respondent at any time since March 13, 2023.

(d) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., April 2, 2025.



G. Rebekah Ramirez
Administrative Law Judge

[6] If the facility involved in these proceedings is open and staffed by a substantial complement of employees, the notices must be posted within 14 days after service by the Region. If the facility involved in these proceedings is closed or not staffed by a substantial complement of employees due to the Coronavirus Disease 2019 (COVID–19) pandemic, the notices must be posted within 14 days after the facility reopens and a substantial complement of employees have returned to work. If, while closed or not staffed by a substantial complement due to the pandemic, the Respondent is communicating with its employees by electronic means, the notice must also be posted by such electronic means within 14 days after service by the Region. If the notice to be physically posted was posted electronically more than 60 days before physical posting of the notice, the notice shall state at the bottom that "This notice is the same notice previously [sent or posted] electronically on [date]." If this Order is enforced by a judgment of a 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.

WE WILL NOT maintain overly broad provisions in our employment exclusivity agreements stating that employees may be terminated for cause for making "egregiously offensive" comments towards the Company, executives, directors, its employees or clients "and/or which may disrupt or harm Company operations," and/or for engaging in a violation of any "duty of loyalty."

WE WILL NOT maintain overly broad provisions in our employment exclusivity agreements stating that employees "may not, either in writing or verbally, denigrate, discredit or disparage the Company, its affiliates, including all directors, executives, officials, employees, shareholders, associates, members, agents or representatives of any of the above, related to their employment, including the content of the exclusivity agreement or regarding any of their past or present activities; or express and/or publicize (either in writing or verbally) statements that include and/or mention any of the aforementioned parties in an unfavorable manner."

WE WILL NOT maintain overly broad provisions in our employment exclusivity agreements stating that any dispute that emerges regarding the interpretation, scope, conditions, application and/or compensation under the exclusivity agreement "shall not be subject to any complaints and grievances procedures."

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of your rights guaranteed you under Section 7 of the National Labor Relations Act.

WE WILL rescind or lawfully revise the above provisions in our employment exclusivity agreements.

WE WILL provide all current and former employees who have been have parties to an exclusivity agreement at any time since March 13, 2023, with notice that the provisions found overly broad have been rescinded, or in the alternative, provide them with revised exclusivity agreements with lawfully worded provisions.

TELEVICENTRO OF PUERTO RICO, LLC
d/b/a WAPA–TV
(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.nlrb.gov

NLRB Region 12
201 E Kennedy Blvd, Ste 530,
Tampa, FL 33602–5824

Telephone: (813) 228–2641
Hours of operation: 8:00 a.m. to 4:30 p.m.

NLRB Subregion 24
La Torre de Plaza Las Americas
525 F.D. Roosevelt Ave., Ste 1002
San Juan, PR 00918–8001

Telephone: (833) 215–9196
Hours of operation: 8:30 a.m. to 5:00 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/**12-CA-318092** or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273–1940.

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, (813) 228–2641.