JD–66-12
Louisville, KY

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

VOITH INDUSTRIAL SERVICES, INC.

and

Cases 9-CA-75496
9-CA-78747
9-CA-82437

GENERAL DRIVERS, WAREHOUSEMEN & HELPERS, LOCAL UNION 89, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

and

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, AFL-CIO

and

UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, LOCAL UNION 862, AFL-CIO

and

Cases 9-CB-75505
9-CB-82805

GENERAL DRIVERS, WAREHOUSEMEN & HELPERS, LOCAL UNION 89, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Eric A. Taylor, Esq., Jonathan D. Duffey, Esq.,
*a*nd *Daniel Goode, Esq., o*f Cincinnati, OH,
for the Acting General Counsel.
James F. Wallington, Esq., and *Robert M. Colone, Esq.,*
of Washington, D.C., and Louisville, KY,
for the Charging Party.
Gary A. Marsack, Esq., and Stephen Richey, Esq.,
*o*f Milwaukee, WI, and Cincinnati, OH,
for Respondent Voith.
Michele Henry, Esq., Irwin H. Cutler, Esq.,
*a*nd *William J. Karges, Esq.,*
*o*f Louisville, KY, and Detroit MI,
for Respondent UAW.

DECISION

Statement of the Case

Bruce D. Rosenstein, Administrative Law Judge. This case was tried before me on August 21 through 24, August 27, 28, and 30, September 19 through 21, and October 1 through 3, 2012[1] in Louisville, Kentucky, pursuant to a Amended Second Consolidated Complaint and Notice of Hearing (the complaint) issued by the Regional Director for Region 9 of the National Labor Relations Board on August 3. The complaint, based upon original and amended charges in the above noted cases filed by General Drivers, Warehousemen & Helpers, Local Union 89, affiliated with the International Brotherhood of Teamsters (the Charging Party or Teamsters), alleges that Voith Industrial Services, Inc. (Respondent Voith or Voith),[2] and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO and Local 862, (Respondent UAW or UAW), has engaged in certain violations of Section 8(a)(1) (2), (3) and (5) and Section 8(b)(1)(A) of the National Labor Relations Act (the Act).

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the Acting General Counsel (AGC), Respondent Voith, Respondent UAW, and a post-hearing statement of the Charging Party, I make the following

Findings of Fact

I. Jurisdiction

Respondent Voith has been a corporation with an office and place of business in Louisville, Kentucky, and is engaged in the business of cleaning and providing transportation and logistic services to customers in the automobile manufacturing industry. During the past 12 months, Respondent Voith in conducting its business operations, purchased and received at its Louisville, Kentucky facility goods valued in excess of $50,000 directly from points outside the Commonwealth of Kentucky. Respondent Voith 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 and that the Teamsters and the UAW are labor organizations within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

Background and Facts

Since October 2007, Voith has had a contract with Ford Motor Company (Ford) to provide cleaning and janitorial services at the Louisville Assembly Plant (LAP). The UAW has represented Voith's cleaning employees since approximately 2008. The current National Collective-Bargaining agreement covering 16 Ford plants was effective October 3, 2008 to October 3, 2011, but has been extended by its terms and remains currently in effect (GC Exh. 84 and R Voith Exh. 2).

Since about January 31, Respondent Voith implemented a plan to hire approximately 84 employees in anticipation of entering into agreements with Ford that subsequently were executed on February 13 and March 1, respectively, to provide vehicle processing and inventory

[1] All dates are in 2012 unless otherwise indicated.

[2] Voith was previously known as Premier Manufacturing Support Services. Premier purchased Voith around 2007 and changed its name to Voith in October 2010.

management services that were previously performed by Auto Handling, Inc., a wholly owned subsidiary of Jack Cooper Transport Company (Auto Handling).

Since about 1952, the Teamsters have been the designated exclusive collective-bargaining representative of the unit, and during that time the Teamsters were recognized as the representative by Auto Handling and its predecessors (GC Exh. 9). This recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective from June 1, 2011 to August 31, 2015. The employees of Respondent Voith, as set forth in Article 3 of the National Master Automobile Transporters Agreement, Central and Southern Area Supplemental Agreements and the job descriptions provisions of the Local Rider, (NMATA), constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

By letter dated February 14, Charging Party President Fred Zuckerman informed Voith that the Teamsters are the exclusive collective bargaining representative of bargaining unit employees recognized under the NMATA covering employees of Auto Handling at the LAP. Zuckerman further stated that the Teamsters have represented the employees working at the LAP in the vehicle loading and distribution classifications for a succession of employers to Ford for more than 60 years. Attached to the letter were the names and contact information for more than 165 skilled employees and members of the Charging Party who possess many years of experience performing work at the LAP. Zuckerman noted that he had learned through industry sources that Voith has been awarded a contract with Ford to provide services identical to the operations historically performed at the LAP by NMATA bargaining unit employees of Auto Handling. In addition, he demanded entity access to meet and communicate with any prospective employee or newly-hired employees being assigned to the LAP operations (GC Exh. 6).

On or about February 22, Respondent Voith granted recognition to Respondent UAW as the exclusive collective-bargaining representative of the unit (GC Exh. 31 and 32).

By letter dated April 9, Voith informed International UAW Representative George Palmer that effective immediately it was maintaining a “neutrality policy” and that Voith was withdrawing its February 22 recognition of the UAW as the bargaining representative of the LAP vehicle processing employees because such recognition was granted prematurely (GC Exh. 17).

Between April 9 and May 1, Voith commenced normal operations at the LAP under its contracts with Ford.

By letter dated April 10 to Voith’s Director of Labor Relations Erwin Gebhardt, Zuckerman demanded that Voith recognize and bargain with the Teamsters in an appropriate bargaining unit of Voith vehicle processing employees at the LAP (GC Exh. 18). He noted that the employees have designated the Teamsters as the exclusive collective bargaining representative of bargaining unit employees of Auto Handling as evidenced by the seniority lists and timely employment applications that were previously provided.

By letter dated April 18 to Gebhardt, Zuckerman renewed the Teamsters demand for recognition and bargaining, and further requested equal access at the LAP to meet with bargaining unit employees (GC Exh. 49).

On or about May 1, pursuant to a card check that was verified by an independent third party, Voith granted recognition to Respondent UAW (R Voith Exh.43).

B. Agency Allegations

The AGC alleges in paragraph 6 of the complaint that since March 1, to the present, Aerotek, Inc. (Aerotek) has been an agent of Respondent Voith for purposes of hiring employees within the meaning of Section 2(13) of the Act.

Sarah Curry Martinez, an Account Manager at Aerotek, testified that on March 1, she met with Voith's Peoples Services Manager Timothy Bauer who requested that Aerotek supply full-time permanent and temporary employees at the LAP to augment their workforce under its recently acquired vehicle processing contract with Ford. Bauer's request for manpower was made pursuant to the current existing National Services Agreement between Aerotek and Voith (GC Exh. 81).[3] During the meeting Bauer provided a box of applications that Voith had received for vehicle processing positions at the LAP (GC Exh. 13 and 16).

In accordance with the existing Agreement, and continuing from early March 2012 to the present time, Aerotek has screened applications submitted by prospective applicants including former Auto Handling employees, conducted interviews of applicants at Aerotek's offices, and completed a suitability analysis as to each applicant it recommended to Voith for a vehicle processing position at the LAP (GC Exh. 77).

Martinez confirmed that Aerotek has referred to Voith approximately eleven full-time permanent vehicle processing employees who are Teamster members and up to 300 temporary employees who are presently working at the LAP on two shifts. Approximately 8 to 10 of the temporary employees have been converted into permanent employees; however, temporary employees with a Teamster affiliation have not been converted to permanent status. While Aerotek prepares and issues the pay checks for the 300 temporary employees, they are jointly supervised by Voith and seven on-site Aerotek supervisors.

Based on the forgoing, I find that Aerotek is an agent for the purposes of hiring Voith employees within the meaning of Section 2(13) of the Act. *Diehl Equipment Company, Inc.,* 297 NLRB 504, at fn 2 (1989).

C. The 8(a)(1) Allegations

(a) The AGC alleges in paragraph 15 of the complaint that about March 5, Respondent Voith, by Bauer, during an employment interview at the offices of Aerotek, told an employee that if the employee was hired the employee would have to become a member of Respondent UAW.

Facts

Tiffany Byers testified that she received a Voith employment application from UAW District Committeeman Dennis Skaggs and during a Teamster Union meeting on February 12. Subsequently, both applications were submitted to Voith.

On March 3, Byers received a telephone call from Aerotek recruiter Megan Carter inquiring whether she was interested in working for $11.00 per hour at the LAP (GC Exh. 45). Carter further informed Byers that if she was interested in the position she should be present on

[3] Respondent Voith did not inform the Teamsters concerning the contract with Aerotek nor did it engage in bargaining with respect to this conduct or the effects of this conduct.

March 5 at Aerotek's offices for an interview. Byers went to Aerotek's offices on March 5, and interviewed with recruiter Steve Shelbourne who informed her that the vehicle processing position for which she applied would be a UAW job. Shortly after her meeting with Shelbourne, Byers interviewed with Bauer. After describing the job, Bauer confirmed that the position would be a UAW job and did Byers have a problem with it.

Gregory Johnson submitted a Voith application to Aerotek and was directed to appear for an interview on March 5. He met with Bauer on that date and during the course of the interview Bauer informed Johnson that the bargaining agent for the vehicle processing position for which he applied was the UAW.

Both Byers and Johnson, who previously worked at the LAP performing vehicle processing responsibilities, are members of the Charging Party. On April 10, they commenced permanent employment with Voith.

Discussion

By letter dated February 22, Gebhardt stated that the UAW has demonstrated majority status (through a card check) for the vehicle processing work at the LAP (R Voith Exh. 40). That statement was incorrect for the following reasons. First, while the card check conducted on February 22 examined each new employee's signature with Voith's employee sign-in sheet and the 50 submitted UAW applications for membership and check-off authorization cards (R Voith Exh. 39), those cards were executed by employees who applied for and were hired solely for janitorial and cleaning positions. On February 20, the newly hired janitorial employees attended an orientation at the LAP conducted by Voith's Facilities Manager Doug Couch and were exclusively trained on subjects related to their janitorial and cleaning duties. Second, while Couch inquired at the orientation whether the newly hired employees were interested in hourly openings for vehicle processing positions, it was not until mid-March 2012 that approximately 25 of the janitorial and cleaning employees were transferred to vehicle processing positions.[4] Accordingly, when Bauer made the statement on March 5 that applicants for vehicle processing positions would have to become members of the UAW and inquired whether the employees had a problem with this, such statements are inherently coercive for a number of reasons. First, as found below, the 50 authorization cards executed by the janitorial employees were obtained by UAW representatives using coercive methods, and therefore were tainted. Second, at the time the authorization cards were solicited on February 20 none of the newly hired employees were performing vehicle processing duties, and therefore the UAW did not represent an uncoerced majority of the unit. Third, pursuant to my finding that the authorization cards were obtained through coercion, there was no exclusive collective bargaining representative for any vehicle processing employees on February 22.

For all of the above reasons, I find that when Bauer made the statement alleged in paragraph 15 of the complaint, it was an intrusion on employee's Section 7 rights and violated Section 8(a)(1) of the Act.

(b) The AGC alleges in paragraph 22(a) and 22(b) of the complaint that Respondent Voith, by Sarah Curry Martinez, on or about April 9 informed an

[4] By memorandum dated February 13, Couch informed the incumbent Voith janitorial and booth paint cleaning employees of job openings for vehicle processing positions and set a deadline for those employees to sign a posting (R Voith Exh. 31).

employee that he would only be hired if he promised to refrain from engaging in lawful Section 7 activity, and that other members of the Teamsters would be hired if she did not fear that they would engage in lawful Section 7 activity.

Facts and Discussion

Wayne Grether, a former employee of Auto Handling and a Teamster member, learned in early April 2012 that Aerotek was seeking applicants to serve as temporary employees for Voith. Grether contacted Martinez by telephone who confirmed that she was recruiting personnel to work at the LAP in the classification of temporary vehicle processing positions for up to six weeks of employment.[5] Grether filled out paperwork at Aerotek and subsequently took a drug and personality test.

During their telephone conversation, Grether testified that Martinez told him that he would only be hired if he promised to refrain from striking, and that other members of the Teamsters could be hired if she did not fear that they would engage in strike activity. Martinez denied the statements attributed to here by Grether.

Grether, who ultimately decided to accept other permanent employment and did not reply to several voice mail messages left by Aerotek representatives offering him a temporary position with Voith at the LAP, was precise and direct in his testimony. He did not exhibit mannerisms as one who manufactured such testimony, especially noting the specificity in describing Martinez's responses. Martinez, who initially denied in her testimony that she did not exclude former Auto Handling employees from the screening process for employment with Voith, had to grudgingly admit that she did engage in such conduct (GC Exh. 102). Under these circumstances, I am inclined to credit Grether and find that Martinez made the statements attributed to her in the complaint.

Based on the foregoing, and particularly noting my finding that Aerotek is an agent of Respondent Voith, I find the statements made by Aerotek's Account Manager Martinez are violative of Section 8(a)(1) of the Act. *Albertson's, Inc.,* 344 NLRB 1172 (2005)

(c) The AGC alleges in paragraph 16 of the complaint that on April 10, Respondent Voith by Facilities Manager Doug Couch during an orientation session told an employee that new hires were represented by the UAW and would receive UAW health insurance.

Facts

Patti Murphy, who previously worked for Auto Handling and is a Teamster member, submitted Voith employment applications to the UAW, Teamsters, and Aerotek.

Murphy interviewed at Aerotek in late March 2012 with Couch, and successfully passed the personality/behavior, drug, and physical tests. She was hired by Voith and reported for work on April 10 to attend an orientation conducted by Couch. Murphy testified that during the

[5] Martinez confirmed in her testimony that she is an Accounts Manager for Aerotek, and has the authority to hire, fire, discipline and makes work assignments to the two recruiters on her team that she directly supervises. Martinez, since March 1, was designated by Aerotek to manage the Voith account for the hiring of full-time and temporary employees at the LAP. Accordingly, I find that Martinez is a supervisor within the meaning of Section 2(11) of the Act and an agent of Respondent Voith within the meaning of Section 2 (13) of the Act.

orientation Couch informed the newly hired permanent employees that the UAW would be their bargaining representative and they would receive UAW insurance. Couch denied that he made the statements attributed to him by Murphy. He asserts that since Voith provides insurance to its employees pursuant to the janitorial and cleaning collective-bargaining agreement between Voith and the UAW, the testimony of Murphy that new hires would receive UAW insurance is incorrect.

Discussion

As found below, the showing of interest obtained by the UAW on February 20-22 was tainted, and therefore Voith's February 22 grant of recognition to the UAW was null and void. Moreover, on April 9, Voith withdrew its recognition due to the fact that Voith had not commenced normal business operations and did not employ in the unit a representative segment of its ultimate employee complement (GC Exh. 17).

I note that only one other employee was called to testify by the AGC, other than Murphy, to support the allegation in paragraph 16 of the complaint.[6] Indeed, record evidence establishes that 20-30 employees attended the April 10 orientation meeting conducted by Couch. I am circumspect of Murphy's testimony for two reasons. First, Respondent Voith withdrew its recognition of the UAW the day before the April 10 orientation. Second, Voith rather than the UAW provides insurance to its employees under the existing janitorial collective-bargaining agreement between it and the UAW (R Voith Exh. 2). Thus, I am hard pressed to credit Murphy's testimony particularly noting that the UAW was not the employee's collective bargaining representative on April 10, and incumbent Voith employees do not receive UAW life or health insurance.

Based on these circumstances, I find that Couch did not make the statement on April 10 that new hires were represented by the UAW and would receive UAW insurance. Therefore, I recommend that paragraph 16 of the complaint be dismissed.

(d) The AGC alleges in paragraph 21(a) of the complaint that Regional Manager Bret Griffin, on May 31, threatened to discharge employees if they did not wear a Voith/UAW safety vest.

Facts

On May 31, in a meeting with a number of full-time Voith employees, Griffin informed the participants that they would be required to wear new safety vests that displayed a Voith/UAW logo on the front of the vest. Voith employee Brenda Helm objected to wearing such a vest pointing out that she is a Teamster member and preferred to wear her old safety vest that she had been wearing since her hiring in April 2012. Griffin replied, "You will go home, if you do not wear the vest". Co-workers Kelly Stein and Brenda Swift both testified that they heard Griffin make those remarks to Helm. Employee Patti Murphy, who also attended the May 31 meeting, testified that she heard Griffin state to Helm that if you do not wear the safety vest with the Voith/UAW logo you will be violating a direct order and will not be allowed to work. All of the employees who attended the May 31 meeting ultimately signed for the new safety vests and wore them during the remainder of the work day.

[6] The AGC called Aaron Schott as a witness, who also attended the April 10 orientation, but elicited no testimony about the Couch statement alleged in paragraph 16 of the complaint.

On June 1, under 24 hours from the 1:30 p.m. meeting on May 31, Griffin informed the employees that he was retracting the directive to wear the Voith/UAW safety vests. The Teamster members including Stein, Swift, Murphy, and Helm removed their Voith/UAW safety vests and no longer wore them at any time after June 1. Some employees, however, voluntarily continued to wear the safety vests with the Voith/UAW logo.

Discussion

Based on the above recitation and the credible testimony of the above employees, I find that Griffin's statement to Helm was inherently coercive. Additionally, since Voith's recognition of the UAW on May 1 was null and void as discussed below, and in the absence of a duly constituted exclusive collective bargaining representative on May 31, the requirement to wear safety vests with the Voith/UAW logo is violative of the Act.

However, considering the particular circumstances of this allegation, I find that Voith, by Griffin, within 24 hours of the requirement to wear the safety vests and making the coercive statement to Helm, cured the violation by no longer requiring the employees to wear the Voith/UAW safety vests. Moreover, Helm was not disciplined nor sent home that day. Further support for this finding is confirmed by the former Auto Handling employees and Teamster members testifying (Swift, Sandra Rhodes, Stein, Murphy, Helm, and Adam Schott) that they continue to wear Teamster T-shirts while at work without retaliation by Voith. Thus, I find no evidence of discrimination against these employees because of their Teamster affiliation and wearing such clothing. Moreover, since June 1, no Voith employee has been required to wear a safety vest with the Voith/UAW logo nor have any threats or coercive remarks been directed at these employees. See, *Passavant Memorial Area Hospital,* 237 NLRB 138 (1978) (such repudiation must be timely, unambiguous, specific in nature to the coercive conduct, and free from other proscribed illegal conduct).

Accordingly and particularly noting that the *Passavant* requirements were followed, I do not find that Respondent Voith violated Section 8(a)(1) of the Act as alleged in paragraph 21(a) of the complaint.

` (e) The AGC alleges in paragraph 21(b) of the complaint that on June 1, Brett Griffin instructed employees in a staff meeting to report other employees' union activities.

Facts and Discussion

Employee Deborah Cheatham testified that on June 1, Griffin came into an ongoing meeting around 11 a.m. and informed the employees that he had recently received a telephone call from a representative of the NLRB. The representative informed Griffin that the Board had made a decision that Voith had an obligation to recognize the Teamsters as the exclusive collective-bargaining representative of the vehicle processing employees. Griffin stated that no one was going to tell him who would represent Voith employees but if the participants in the meeting had any questions they should call the NLRB. He concluded his remarks by telling the employees that in his experience there had to be a secret ballot vote conducted by the Board to determine the bargaining representative at an employer and that if anybody approached the employees about a union, and you feel uncomfortable, please let him know.

In direct questions by Respondent Voith's Counsel and the undersigned regarding the statement attributed to Griffin in paragraph 21(b) of the complaint, employees Cheatham, Gregory Johnson, and Rhodes all denied that Griffin instructed employees at the staff meeting

to report other employees' union activities. Moreover, I credit Griffin's testimony that he followed a script with detailed talking points that he prepared in advance of the meeting. Those talking points make no reference to reporting other employees' union activities (R Voith Exh. 47).

Under these circumstances, I find that the AGC did not establish that Griffin made the statement attributed to him. Thus, I recommend that paragraph 21(b) of the complaint be dismissed.

(f) The AGC alleges in paragraph 21(c) of the complaint that Brett Griffin, on June 1, denied Teamster access to employees' while extending access to Respondent UAW.

Facts

Teamster Vice President Avral Thompson testified that he received a telephone call from one of his members who had attended a meeting at Voith on June 1 in which he alleged being harassed. Additionally, the member informed Thompson that Griffin had informed employees that he had received a telephone call from the NLRB that they intended to issue a complaint seeking that the Teamsters be certified as the exclusive collective bargaining representative of the Voith employees.

Based on the conversation with the Teamster member, Thompson and Zuckerman went to the LAP in an effort to seek equal access and to meet with Voith employees. After waiting at the entrance having made the request to a Voith employee, Griffin arrived and engaged in a dialogue with Thompson and Zuckerman. Griffin informed the Teamster representatives that since they were not the exclusive collective-bargaining representative of Voith's vehicle processing employees, he would not permit them to come into the building to meet with Voith employees. Voith Supervisor Jason Wilson, who was present during the discussion between the Teamster representatives and Griffin, confirmed the events in question.

Discussion

Based on my below finding that the May 1 grant of recognition to the UAW was null and void, I find that in the absence of an exclusive collective bargaining representative on June 1, it was unlawful for Voith to grant the UAW access to its employees while denying access to the Teamsters.

Therefore, I find that when Voith, by Griffin, denied access to the Teamsters on June 1, it violated Section 8(a)(1) of the Act.

D. The 8(a)(1) and (2) Allegations

(a) The AGC alleges in paragraph 13 of the complaint that about February 20, Respondent Voith rendered assistance and support to Respondent UAW by allowing the UAW to meet with its employees during their orientation in order to urge the employees to sign membership applications and check off authorizations.

Facts

Teresa Ceesay was hired by Voith to perform housekeeping duties in February 2012. She attended an orientation with other newly hired housekeeping/janitorial employees on February 20 at the LAP. At the lunch break, the employees were escorted to the cafeteria by

Voith supervisors but the supervisors did not go inside. Once entering the cafeteria, the employees were approached by several UAW representatives and Ceesay signed a UAW authorization card.

Ceesay worked for approximately two weeks when she was approached by an individual wearing a Voith shirt who informed her that it would be necessary to drive vehicles. She further testified that all of her co-workers who were hired solely to perform housekeeping or janitorial duties were told that if you did not sign up to drive cars you might not have a job. Ceesay, who did not want to drive vehicles, submitted her resignation to Voith.

Keith Robinson applied for a cleaning/janitorial position with Voith and interviewed with Couch in early February 2012. He commenced work on February 17 as a janitor and was told by Couch that he could advance to a driver position if one became available.

Robinson, along with 30 to 40 other employees, attended an orientation on February 20 that was conducted by Couch. During the orientation session Couch informed the newly hired janitors that there was an opportunity to become drivers and if anyone was interested they should sign a list that would be distributed.

Voith supervisors escorted the employees to the cafeteria for lunch but they did not go inside. Upon arriving in the cafeteria, Robinson was approached by several UAW representatives who informed him if he wanted to join the Union he was free to do so. Robinson signed a UAW authorization card on February 20, and observed a UAW representative witness his signature.

Shortly after February 20, Robinson took a physical to qualify for a driver position. He was unable to pass the physical, and was permitted to return to his janitorial duties. Presently, he remains a full time Voith employee in the janitorial bargaining unit.

Cody Jaggers interviewed for a janitorial position with Voith on February 17, and attended an orientation with approximately 30-40 employees on February 20 at the LAP run by Couch. Just prior to the lunch break, Couch informed the newly hired janitorial employees that they would be meeting with representatives of the UAW in the cafeteria, and you need to talk with them before filling out cards. Couch further stated, according to Jaggers, that he along with other Voith supervisors would escort the employees to the cafeteria but they were not permitted to be present when the employees talked with the UAW representatives.

When Jaggers entered the cafeteria, he along with the other employees, were approached by a number of UAW representatives who were wearing shirts with the UAW logo. The lead UAW representative informed the employees that you do not have to join or sign an authorization card but if you don't sign you might not have a job.[7] Jaggers signed a UAW authorization card and observed that all of his fellow co-workers that attended the orientation also signed UAW authorization cards. After completing the lunch break, the employees returned to the orientation session.

[7] On cross examination, Counsel for Respondent Voith established that Jaggers did not include the statements attributed to the UAW representative in his pre-trial affidavit. Jaggers responded that the Board Agent who took his statement did not ask questions as to what the UAW representative said in the cafeteria. I fully credit Jaggers testimony as he impressed me as a sincere witness whose testimony had a ring of truth to it and was fully consistent with the testimony of co-worker Farrell who attended the orientation and was present in the cafeteria.

During the afternoon orientation, Couch distributed a list for employees to sign if they were interested in driving vehicles. Jaggers signed the list and took a physical exam but did not pass. Voith then terminated his employment after three days on the job.

On February 17, Reginald Farrell was hired as a janitor for Voith. He attended, on February 20, along with the other newly hired janitors and cleaning personnel an orientation at the LAP conducted by Couch. Just before the lunch break, Couch informed the employees that they would be meeting with UAW representatives in the cafeteria. Voith supervisors escorted the employees to the cafeteria but they did not go inside.

Upon entering the cafeteria, Farrell was approached by several UAW representatives who were wearing shirts with the UAW logo. One of the UAW representatives stated to the employees that you do not have to join or sign an authorization card but if you don't sign you might not have a job. Farrell testified that he felt pressured signing the UAW card, and also observed other employees signing membership authorization cards.

Approximately 4-6 weeks after Farrell commenced work, Couch informed him that he would be considered for a driving position. Farrell replied that he did not want to drive vehicles. Couch said you have to take the physical to start driving vehicles since we do not have anybody out there, and if you do not take the driving test you will not have a job. Farrell took the driving test and after passing was trained for one week on the requirements of the position. He drove and shuttled vehicles for 5-7 days until a family situation prevented him from continuing his driving duties and he was permitted to return to his janitorial position. Farrell performed his janitorial duties for a short time until he became allergic to the paint and cleaning chemicals he was working with. Farrell briefly returned to performing janitorial functions until he was laid off on May 16 due to performance deficiencies.

Respondent UAW union steward Sharita Blackmon, who attended the February 20 orientation as an incumbent Voith janitorial employee, testified that she rather than Couch escorted the employees to the cafeteria for their lunch break, and that she sent a text message to UAW LAP Building Chairman Steve Stone that the employees would be on their lunch break in the main cafeteria. Couch testified that while he did not personally escort the employees to the cafeteria, several of the supervisors and incumbent janitorial employees were requested to do so. Couch denied that he informed the employees during the orientation that UAW representatives would be in the cafeteria and the employees should meet and talk with them.

Discussion

I find that the AGC has conclusively established the allegations alleged in paragraph 13 of the complaint for the following reasons.

First, the weight of the evidence establishes that Respondent Voith, by Couch, had knowledge that the UAW representatives would be present in the cafeteria to meet with the newly hired janitorial and housekeeping employees to urge them to sign membership applications and check-off authorizations. Indeed, the testimony of the above noted employees has a ring of truth to it particularly noting that they testified that Couch stated that they should meet and talk with the UAW representatives in the cafeteria but Voith supervisors could not be present when this occurred. I therefore conclude that the meeting in the cafeteria was pre-arranged between Respondent Voith and Respondent UAW for the sole purpose of permitting Respondent UAW representatives to urge employees to sign membership applications and check off authorizations.

Second, I find the statements made by the UAW representatives to the employees, that you do not have to join or sign a union card but if you don't sign you might not have a job to be inherently coercive. Thus, I find that those statements taint the validity of each authorization card signed on February 20.[8]

Third, it is apparent to me that Respondent Voith forced a number of the janitorial and housekeeping employees to undertake driving duties or suffer the loss of their jobs. I find such actions, in using untrained and inexperienced janitorial and housekeeping employees to perform driving responsibilities, to be inherently discriminatory with the obvious intent of excluding or limiting the hiring of former Auto Handling employees and members of the Teamsters who previously performed the vehicle processing responsibilities at the LAP.

Lastly, in an e-mail dated February 21, Voith Regional Manager Elam Barnett requested Couch to make sure that 11 Voith employees resign UAW membership cards (GC Exh. 100). Such instructions clearly establish that Voith was aware that membership cards were executed by its employees on February 20, and conclusively establishes that Voith rendered assistance and support to Respondent UAW. Indeed, it substantiates the credible testimony provided by the above noted employees who attended the February 20 orientation.

For all of these reasons, I find that Respondent Voith violated Section 8(a)(1) and (2) of the Act as alleged in paragraph 13 of the complaint.[9]

(b) The AGC alleges in paragraph 17 of the complaint that about April 11, Respondent Voith, by Services Line Manager for Vehicle Processing Dennis Frank, rendered assistance and support to Respondent UAW to meet with its employees during work time in order to urge them to sign membership applications and check-off authorizations[10].

Kelly Stein testified that she previously worked for Auto Handling prior to being laid off in December 2010 when the LAP shut down for retooling. As a Teamster member, and an employee of Auto Handling, she regularly drove vehicles on and off site, loaded vehicles on rail cars, and scanned vehicles for inventory purposes.

In February 2012, Stein learned that Auto Handling lost the contract with Ford at the LAP. She obtained several Voith employment applications while attending a Teamster meeting

---

[8] Record evidence establishes that 39 of 50 authorization cards were signed on February 20, and were witnessed by UAW representatives Stone, Mike Parker, and Jeffrey Hale (GC Exh. 111). Stone was the only witness who testified for Respondent UAW regarding the execution of authorization cards on that date.

[9] While the authorization cards were signed during non work time (lunch break), the factors set forth in *Midwestern Personnel Services, Inc.,* 331 NLRB 348, 353 (2000) when considering the record evidence convinces me that Voith provided assistance and support to the UAW.

[10] While not specifically alleged in the complaint, record evidence establishes that in a meeting held with Voith employees in the breakroom on April 11, UAW representatives Hunt, Blackmon, and Stone solicited authorization cards from 23 employees' at a time that recognition had been withdrawn by Voith (GC Exh. 111).. Indeed, Hunt testified that Stone called him on the telephone and instructed him to proceed to the breakroom to solicit Voith employees to sign UAW authorization cards. Thus, such actions in addition to denying access to the Teamsters for the same purpose in light of the withdrawal of recognition by Voith, violates Section 8(a)(1) and (2) of the Act.

on February 12, and after completing them filed an application with the UAW (GC Exh. 39) and another with Aerotek (GC Exh. 48).

Stein interviewed at Aerotek on March 5 with former Auto Handling supervisor Miller who is presently a manager with Voith, and ultimately was hired. She reported to work and attended an orientation on April 11 conducted by Couch. After watching safety videos for the majority of the day, Couch took the approximately 15-20 newly hired employees to the LAP yard, and introduced them to Voith supervisors Frank and Miller. Frank informed the employees that someone wants to talk with them, and he and the other supervisors separated themselves from the group and walked approximately 20-50 feet away.

Within several minutes, an individual in a motorized cart approached the group of employees and introduced himself as Ted Hunt, a UAW representative. He told the employees that this is UAW work and our yard. UAW shop steward Blackmon arrived in the yard and assisted Hunt in distributing UAW authorization cards to the employees. Hunt informed the group of employees that you have to sign these cards or you will not work here.

Stein further testified that the work she previously performed for Auto Handling at the LAP is identical to the work she presently performs for Voith. Presently, Stein works side by side with temporary Voith employees who perform the same work as Voith permanent employees with the exception of loading vehicles on rail cars.[11]

Brenda Swift, a Teamster member and former Auto Handling employee, interviewed with Miller in early April 2012 at Aerotek and was hired by Voith shortly thereafter. Swift reported to work on April 11 and attended an orientation with 15-20 newly hired employees that was conducted by Couch. After watching safety videos the majority of the day, Couch escorted the employees to the LAP yard and introduced them to Voith supervisors Frank and Miller. According to Swift, she heard Frank mention to the supervisors that they had a situation and they immediately separated from the group standing about 20-50 feet away. Within a few minutes, UAW representative Hunt accompanied later by shop steward Blackmon arrived and Hunt told the employees that they needed to sign UAW authorization cards. Although Swift declined to sign a UAW authorization card, she observed 7 employees in the group that signed them.

Deborah Cheatham, a Teamster member and former Auto Handling employee, interviewed with Miller in early April 2012 at Aerotek and was hired by Voith shortly thereafter. Cheatham reported to work on April 11, and attended an orientation. In the afternoon, Frank and Miller drove the employees to the LAP yard (GC Exh. 55). Shortly after arriving in the yard, Cheatham heard Frank state that we have a situation here and the supervisors separated from the group of employees remaining about 25-50 feet away. Within a few minutes, UAW representative Hunt and shop steward Blackmon approached the employees and Hunt said the Teamsters are trying to get people to sign up. This is a one shop yard with the UAW. He pulled out UAW authorization cards and asked the employees whether they wanted to sign them. Hunt further stated if you sign the cards, the better it would be for you. While Cheatham declined to sign a UAW authorization card, she observed 4-6 co-workers in the group that signed the cards.

[11] Permanent employees Swift, Rhodes, Cheatham, and Flanagan all testified consistently with Stein that the work at the LAP that they previously performed while employed at Auto Handling is identical to the work they presently perform for Voith.

Sandra Rhodes, a Teamster member and former Auto Handling employee, interviewed at Aerotek for a vehicle processing position for Voith in early April 2012. She was ultimately hired by Voith and reported for work on April 11. Rhodes attended an orientation on that day with approximately 15-20 newly hired employees including co-workers Stein, Swift, Flanagan and Cheatham. After watching safety videos in the morning, the employees were escorted to the LAP yard and met with Voith supervisor Frank. Shortly thereafter, UAW representative Hunt arrived and demanded that the employees sign UAW authorization cards. While Rhodes declined to sign the authorization card, she observed several co-workers sign the cards while leaning on the motorized vehicle that Hunt used to arrive in the yard.

James Flanagan, a Teamster member and former Auto Handling employee, interviewed at Aerotek for a position with Voith and commenced work on April 11. He attended an orientation on that day along with co-workers Stein, Swift, and Cheatham that was conducted by Frank.[12] During the afternoon, Frank escorted the employees to the yard and shortly after they arrived UAW representative Hunt arrived and briefly spoke with Frank who informed the employees that the UAW representative has something to say to them. Frank and the other supervisors separated themselves from the employees and stood approximately 20-50 feet away. Hunt then approached the employees and said they had to sign union authorization cards right away. He also stated to the 17-18 employees that the Teamsters were trouble makers. Shop steward Blackmon arrived and distributed UAW authorization cards to the employees. Flanagan observed Frank pointing to the former Auto Handling employees and mouthing the words “They are Teamsters”.

Aaron Schott, a Teamster member, interviewed with Bauer at Aerotek in March 2012, and ultimately was hired by Voith. He attended an orientation on April 10.

On April 11, Schott was assigned along with approximately 15 co-workers to perform clean-up work in the yard. While he was working, two individuals appeared on a motorized vehicle and introduced themselves as UAW representatives Stone and Barry Ford. Stone said, “We are from the UAW and we want you to sign an authorization card”. Schott declined to sign the card but observed other co-workers sign the cards that were then collected by Stone.

Discussion

I find that the AGC has conclusively established the allegations alleged in paragraph 17 of the complaint. In this regard, six Voith employees testified credibly and consistently that Couch along with other Voith supervisors escorted the employees who attended the April 11 orientation to the LAP yard. Couch then introduced the employees to Frank and two other supervisors (Tom Baker and Scott Board) who would be conducting additional training in the yard. Within a few minutes, UAW representative Hunt arrived along with shop steward Blackmon and distributed UAW authorization cards. Hunt made intimidating statements to the Voith employees such as this is UAW work and our yard. He further demanded that the employees sign the authorization cards or you will not work here, and if you sign the cards the better it would be for you because the Teamsters are trouble makers. Flanagan testified, without contradiction, that he observed Frank pointing toward the former Auto Handling

[12] Flanagan stated that Couch introduced a Voith secretary during the orientation that passed out a UAW Fact Sheet that explained the history of the organization and its accomplishments (GC Exh. 56). Helm testified similarly and received the same Fact Sheet in a packet of materials at her April 10 orientation session.

employees and mouthed the words “They are Teamsters”.

Frank’s testimony was disjointed, argumentative, and beyond belief.[13] In this regard, he denied talking to Hunt and represented that he did not observe either Hunt or Blackmon arrive in the yard or that he had ever met either of these individuals before. His testimony was contradicted by fellow supervisors Baker and Board who both testified that they along with Frank witnessed the arrival of Hunt and Blackmon in the yard and observed the UAW representatives engaging in discussions with the employees. Baker also confirmed that he knew who Blackmon was and that Frank had recently been introduced to her. Significantly, Hunt’s testimony contradicted Frank. In this regard, Hunt testified that he approached Frank immediately upon arriving in the yard on his motorized vehicle, and they briefly conversed about whether he could meet with the employees. All of the employee’s testimony noted above comports with this sequence of events and it is reasonable to conclude that after Hunt spoke with Frank, the supervisors separated from the group and Hunt met with the employees.

I conclude, based on the above evidence, that Respondent Voith established a pre-arranged time with the UAW representatives to meet with the employees’ in the yard. It was no coincidence that Hunt and Blackmon arrived in the yard to meet with the employees during the middle of the afternoon as the employees were approximately a mile from their training indoor classroom. The record further establishes that the UAW representatives met with the employees for the sole purpose of urging the employees to sign UAW authorization cards and check-off forms. I also find that the authorization cards that the UAW obtained on April 11 were tainted by the assistance and support rendered by Respondent Voith and the coercive/ threatening remarks and methods used by UAW representative Hunt in soliciting and obtaining signatures from employees in a pressured atmosphere.

Accordingly, I find the AGC has sustained the allegations in paragraph 17 of the complaint, and therefore, determine that Respondent Voith violated Section 8(a)(1) and (2) of the Act.

(c) The AGC alleges in paragraph 18 of the complaint that about April 16, Respondent Voith, by Tom Baker and Dennis Frank, rendered assistance and support to Respondent UAW by allowing Respondent UAW to meet with Respondent Voith’s employees during work time in order to urge its employees to sign membership applications.

Facts

The AGC presented three witnesses to support the allegation alleged above. Murphy, Cheatham, and Helm testified that they were working off-site on April 16, and were informed by Baker that he was driving them to the break room in order to attend a meeting. Upon arriving late at the meeting location, the employees observed that UAW representative Stone was addressing their co-workers. They all testified that they heard Stone inform the employees that the Teamsters had filed unfair labor practice charges with the NLRB concerning who represented the yard employees but it could take years for this to be resolved. Additionally, Stone stated that the UAW would be the collective bargaining representative in the yard, and we will get everyone signed up soon. Shortly after Stone finished his presentation, Frank came into the break room and said it was time for the employees to go back to work.

[13] On cross examination the AGC established numerous inconsistencies between Frank’s record testimony and statements previously provided in his pre-trial affidavit.

Baker, while admitting that he drove the above employees to the break room on April 16, asserted that is was for the sole purpose of permitting them to attend there afternoon break rather than to attend a required meeting.

Discussion

It strains credulity to believe that Baker drove the employees to the break room solely to have lunch when upon arriving there were 25-30 employees presently in the break room listening to a presentation delivered by Stone and other UAW representatives. I find, as testified to by Murphy, Cheatham, and Helm, that Baker informed them that a meeting was being held in the break room and their presence was required. Likewise, I credit the employee's testimony that they were not on a designated break when the meeting occurred specifically noting that before arriving at the breakroom from working off-site, Baker permitted them to take their regular scheduled break. I further note that prior to April 16, Respondent Voith had withdrawn recognition from the UAW, and any meeting that was held either on work or break time with UAW representatives was a breach of their neutrality pledge. Thus, requiring the attendance of employees on April 16 at a time that there was no exclusive collective bargaining representative representing the employees, and denying the same access to the Teamsters is violative of the Act.

Under these circumstances, and particularly noting that Respondent Voith required the employees to be in the break room while UAW representatives made a presentation, such actions are tantamount to rendering assistance and support to the UAW and therefore violates Section 8(a)(1) and (2) of the Act.[14]

E. The 8(a)(3) and (5) Violations

1. Successorship Allegations

The AGC alleges in paragraph 3 of the complaint that Respondent Voith has operated the prior business of Auto Handling in basically unchanged form and but for its illegal conduct in violation of the Act would have employed as a majority of its employees individuals represented by the Teamsters. Under those circumstances the AGC asserts that Voith is a successor to Auto Handling.

Facts

The Charging Party is the exclusive collective-bargaining representative of bargaining unit employees recognized under the NMATA who work at the Ford LAP (GC Exh. 2 and 3). They have represented these employees at the facility in the vehicle loading and distribution classifications for a succession of employers operating as vendors to Ford for approximately 60 years (GC Exh. 9).

[14] While the AGC's proffered witnesses to this allegation did not confirm that authorization cards or check-off authorizations were solicited by UAW representatives during the meeting, nevertheless, I find that the actions of Respondent Voith as described above constitute rendering assistance and support to the UAW within the meaning of Section 8(a)(1) and (2) of the Act.

Between 2008 and December 2010, Auto Handling was the employer that operated as a vendor to Ford and performed the vehicle processing responsibilities at the LAP. Auto Handling recognized the Charging Party as the exclusive collective bargaining representative of the unit within the meaning of Section 9(a) of the Act.

The agreement between Auto Handling and Ford terminated in October 2010, and Ford concurrently announced that it intended to shut down the LAP for retooling in anticipation of producing a new Ford Escape model. Between October and December 2010 the Auto Handling employees were gradually laid off for lack of work (R Voith Exh. 24).

Around September 2011, Ford issued an invitation to interested vendors to bid and submit quotes for vehicle processing and car hauling work that it planned to reinstitute once the LAP reopened. Four companies including Auto Handling and Voith submitted quotes to Ford and a bid meeting took place on October 6, 2011 that was attended by the four companies and a UAW representative.[15] The Charging Party was not invited to participate in the meeting.

On February 10, Zuckerman and Thompson traveled to Detroit, Michigan, to meet with high level Ford representatives. During the course of the meeting, the Teamster representatives were informed that the vehicle processing work at the LAP has been awarded to Respondent Voith rather than Auto Handling. According to the Ford representative, the decision to award the bid to Voith primarily centered on their ability to perform the work at a savings of between 7-8 million dollars in comparison to the bid submitted by Auto Handling. The Ford representative stated that Voith would be awarded the initial contract on February 13, and the employees would be represented by the UAW.

On February 12, the Charging Party conducted a meeting attended by approximately 200 members and informed those in attendance that Respondent Voith had been awarded the LAP vehicle processing work rather than their former employer Auto Handling. Thompson distributed Voith employment applications to the membership and requested the members to return the completed applications so he could submit them to Voith and the UAW.

By letter dated February 14, Zuckerman informed Voith that it was his understanding that the proposed operations at the LAP will be identical to the operations historically performed at that location by NMATA bargaining unit employees of Auto Handling and similar predecessor employers. Zuckerman demanded that Voith notify the Charging Party and the165 skilled yard employees on the list attached to his letter of all hiring opportunities for the staffing of projected operations at the LAP (GC Exh. 6).

By letter dated April 10, Zuckerman demanded that Voith recognize and bargain with the Charging Party in an appropriate bargaining unit of Voith employees performing vehicle processing duties at the LAP. Zuckerman pointed out that to date Voith has refused to hire or consider for hire the Auto Handling bargaining unit employees that were identified on the seniority and address list that was provided as an attachment to his prior letter dated February 14 (GC Exh. 18).

The record evidence establishes that Voith commenced the hiring of janitorial and cleaning personnel in early to mid February 2012 in anticipation of getting the LAP facility ready

[15] The collective-bargaining agreement between Ford and the UAW permits such participation (R UAW Exh. 1).

to fulfill its contractual responsibilities effective in April 2012.

Credible testimony was provided by former employees of Auto Handling that the vehicle processing work performed by them for Voith is identical to the work performed while they worked for Auto Handling at the LAP. Indeed, the record establishes that four former supervisors of Auto Handling were hired by Voith when they commenced operations at the LAP (Steve Tingle, Jason Miller, Dennis Frank, and Caleb Williams). Testimony was also elicited that Voith hired 11 former Auto Handling employees in April 2012, with 10 of these employees still being employed as of August 2012.

Discussion

A successor employer is obliged to bargain with the union of its employees if "the bargaining unit remains unchanged and a majority of employees hired by the new employer were represented by a recently certified bargaining agent." *NLRB v. Burns Security Services*, 406 U.S. 272, 281 (1972). Elaborating on this principle, the Board has explained that there must be both "continuity in the workforce" and "continuity of the business enterprise" to trigger the obligations of a successor. e.g., *Marine Spill Response Corp.*, 348 NLRB 1282, 1285 (2006).

With respect to continuity of the business enterprise, the Supreme Court prescribes a totality of the circumstances test. *Fall River Dyeing & Finishing Corp. v. NLRB*, 482 U.S. 27, 43 (1987). The Board considers "whether the business of both employers is essentially the same; whether the employees of the new company are doing the same jobs in the same working conditions under the same supervisors; and whether the new entity has the same production process, produces the same products, and basically has the same body of customers." Id.

Continuity in the workforce is established if a majority of the successor's employees were employed by the predecessor. Id. at 41. The Board, with the approval of the Courts, gauges the union's majority status at the time when a "substantial and representative complement" of employees has been hired. *Grane Healthcare Co.*, 357 NLRB No. 123 (2011) (citing *Fall River*, 482 U.S. at 40). To determine whether a substantial and representative complement exists, the Board considers "'whether the job classifications designated for the operation were filled or substantially filled and whether the operation was in normal or substantially normal production.'" *Fall River*, 482 U.S. at 49 (quoting *Premium Foods, Inc. v. NLRB*, 709 F.2d 623, 628 (9th Cir. 1983)). It also looks at "'the size of the complement on the[e] date and the time expected to elapse before a substantially larger complement would be at work . . . as well as the relative certainty of the employer's expected expansion.'" Id. (quoting *Premium Foods*, 709 F.2d at 628).

In assembling its workforce, a successor "may not refuse to hire the predecessor's employees solely because they were represented by a union or to avoid having to recognize a union." *U.S. Marine Corp.*, 293 NLRB 669, 670 (1989), enfd., 944 F.2d 1305 (7th Cir. 1991). In judging discrimination by a successor, the Board uses the familiar *Wright Line* test. *Planned Building Services*, *Inc.,* 347 NLRB 670 (2006) (citing *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981)). The General Counsel carries the initial burden of establishing that the successor failed to hire

employees of its predecessor and was motivated by antiunion animus. Id. at 673. The burden then shifts to the employer to show that it would not have hired the predecessor's employees even in the absence of an unlawful motive.

In the *Wright Line* context, the General Counsel demonstrates antiunion animus by establishing three elements. As the Board explained in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), "The elements commonly required to support such a showing are union or protected concerted activity by the employee, employer knowledge of that activity, and union animus on the part of the employer." Animus and discrimination may be inferred from the circumstances and need not be established directly. e.g., *Sunshine Piping, Inc.*, 351 NLRB 1371, 1390 (2007). In addition, the Board approves the use of the following factors to establish an unlawful refusal to hire:

"[S]ubstantial evidence of union animus; lack of a convincing rationale for refusal to hire the predecessor's employees; inconsistent hiring practices or overt acts or conduct evidencing a discriminatory motive; and evidence supporting a reasonable inference that the new owner conducted its staffing in a manner precluding the predecessor's employees from being hired as a majority of the new owner's overall work force to avoid the Board's successorship doctrine." *Planned Bldg.*, 347 NLRB at 673 (alteration in original) (quoting *U.S. Marine*, 293 NLRB at 670).

If an employer is found to have discriminated in hiring, the Board assumes that, but for the unlawful discrimination, the successor would have hired the predecessor employees in their unit positions. Id. at 674 (citing *Love's Barbeque Rest. No. 62*, 245 NLRB 78, 82 (1979), enfd. In relevant part sub nom., *Kallman v. NLRB,* 640 F.2d 1094 (9th Cir. 1981)). More to the point, it also assumes that the union would have retained its majority status. e.g., *GFS Bldg. Maint.*, 330 NLRB 747, 752 (2000) (citing *State Distrib. Co.*, 282 NLRB 1048 (1987)). Consequently, if in the meantime the employer has refused to recognize and bargain with the union, it will be held to have violated Section 8(a)(1) and (5) of the Act. Id. Under these circumstances, the successor is also disqualified from setting initial terms and conditions of employment. *Massey Energy Co.*, 354 NLRB 687 (2009) (citing *Love's Barbeque*, 245 NLRB at 82).

Assuming arguendo that the factors for successorship are present, the subject case presents the situation that a majority of former Auto Handling employees were not hired by Voith. The Board has held that successorship will be found in such circumstances if the new owner fails to hire the predecessor's employees because of their affiliation with the union. *Love's Barbeque Restaurant No. 62,* 245 NLRB 78 (1979). Thus, the central question herein is whether Respondent Voith refused to hire a majority of the former employees of Auto Handling for antiunion reasons.

I find that a substantial number of factors exist for finding that Voith is a successor to Auto Handling. For example, Voith conducted essentially the same business at the same location as Auto Handling and the majority of the newly constituted bargaining unit employees would have consisted of former employees of the predecessor, absent Voith's unlawful discrimination. Further, it is well settled that successorship will be found in such circumstances if the new owner fails to hire the predecessor's employees because of their affiliation with a labor organization.

Respondent Voith argues that in order to meet the contractual staffing requirements under its contracts with Ford it filled the 50 initial vehicle processing positions with then current employees. It contends that the employees were transferred to vehicle processing positions, and were employed under the terms and provisions of the collective-bargaining agreement between Voith and Respondent UAW covering the janitorial employees at the LAP (R Voith Exh. 2).

Voith's asserted basis for not hiring the former Auto Handling employees, while alleged to be nondiscriminatory proved otherwise. For example, it is noted that due to the anticipated opening of the LAP in early 2012, Voith found it necessary to increase its janitorial staffing as only a small contingent of cleaning personnel remained employed during the 2010-2011 shut-down period of the LAP. For this purpose, an increase in recruitment for janitorial positions occurred, and on or about February 17, approximately 40-50 cleaning personnel were hired. During the interview process the successfully hired employees were specifically informed by Couch that they were solely being considered for janitorial positions. The newly hired employees reported to the LAP and attended an orientation on February 20, in which they reviewed safety videos and were only trained on the duties and responsibilities of their janitorial positions.

Record evidence shows, however, that Voith classified the janitorial employees effective February 20 as vehicle processing employees with a designation code of 2031 (R Voith Exh. 53). That classification code conflicts with official payroll records that show the janitorial employees, who were transferred to vehicle processing positions, were being paid under a 937 janitorial code, and continued to be paid under that code long after February 20 (GC Exh. 23). The conflict, as described above, is consistent with record testimony that the newly hired janitorial employees were not assigned nor did they engage in vehicle processing duties on February 20[16] Indeed, a number of these employees testified that they were approached by Voith supervisors in late February and early March 2012, and were informed that they would be required to perform driving duties. If the employees refused, the supervisors informed them they would not have a job.

Based on the above I find that Respondent Voith deliberately utilized janitorial employees, all of whom had no previous experience in driving vehicles or loading rail cars at the LAP, to exclude or limit the hiring of former Auto Handling employees on or after February 17.

Additional evidence to support this finding is established by the following factors. First, it is noted that Respondent Voith by letter dated October 21, 2011, before it was awarded the contracts to perform work at the LAP, informed Ford that it had a national contract with the UAW for all related sites and if awarded the LAP contracts, the hourly employees would be represented by the UAW (R Voith Exh. 11). Second, while Martinez testified that she did not eliminate any former Auto Handling employees from the screening process, record evidence proves otherwise, Indeed, in an e-mail communication between Martinez and Bauer, Aerotek determined to eliminate from consideration well over 100 former Auto Handling employees who had previously performed vehicle processing work (GC Exh. 102). Bauer, at no time, repudiated the decision to exclude or limit the hiring of the former Auto Handling employees.

[16] Respondent UAW shop steward Blackmon, as an incumbent janitorial employee, applied for a vehicle processing position on February 13 (R Voith Exh. 31). Blackmon testified that she did not officially commence vehicle processing duties until mid March 2012, and continued to work the day shift in her janitorial classification as of April 11. Likewise, it is noted that Blackmon continued to be paid under janitorial code 937 beyond March 2012 (GC Exh. 23).

Record evidence confirms, although Voith hired 11 former Auto Handling employees in April 2012 (R Voith Exh. 57), the number represents only a small fraction of the permanent full-time complement of 72 employees on board during mid-April and early May 2012 (R Voith Exh. 62 (b)-(q)). Third, Respondent Voith did not provide to Aerotek the seniority list of former Auto Handling employees attached to the Charging Party's February 14 request to hire the experienced and well-trained former employees who had performed the identical work at the LAP nor did it respond to the letter (GC Exh. 6 and 7). Fourth, Voith did not request Aerotek, until March 1, to begin the process of recruiting for vehicle processing positions, and Couch, by e-mail dated February 28 was still considering employees for janitorial positions (GC Exh. 77).

Under these circumstances, it is apparent that but for Respondent Voith's unlawful conduct set forth above, the Teamsters status as the exclusive collective bargaining representative would have survived Respondent Voith's assumption of the vehicle processing work at the LAP. I find, therefore, that Respondent Voith has violated Section 8(a)(1) and (5) of the Act. *Massey Energy Company and its Subsidiary, Spartan Mining Company d/b/a Mammoth Coal Company,* 358 NLRB No. 159 (2012).

2. Refusal to Hire or Consider for hire Allegations

Respondent Voith denies that it has refused to hire or consider for hire the former employees of Auto Handling due to their union affiliation or for discriminatory reasons.

To support this defense, Respondent Voith presented a timeline commencing with its execution of the February 13 contract with Ford, and the requirements to launch and perform the contractual provisions between March 12 and 20 (R Voith Exh. 37). To this end, they assert that while they received the initial batch of applications from former Auto Handling employees on February 14, the time necessary to source the applications, conduct interviews, complete drug, background, behavioral assessment and physical abilities tests, in addition to completing mandatory vehicle processing training, did not permit them to meet the launch and performance deadlines. Therefore, Voith argues that lawful business necessity rather than discriminatory motivation prevented the hiring of the former Auto Handling employees.

I reject this argument for the following reasons. First, Couch testified that it was not until mid-March 2012 when 25 of the janitorial and cleaning personnel were transferred to perform vehicle processing duties, and a week or more of training was required to familiarize these employees with vehicle processing responsibilities. Second, by e-mail dated March 27, Voith Regional Manager Elam Barnett noted that the launch date had been pushed back to April 9, and only a small number of employees would be needed to drive vehicles to the off-site storage yards to hold until Ford gets the okay to ship the vehicles (GC Exh. 103). Barnett further stated that it will be necessary to increase production over the next several weeks and approximately 75 full-time employees should be sufficient to get us through the first 30 days of the project.

Accordingly, based on Couch and Barnett's pronouncements, it is readily apparent that if Respondent Voith had commenced the process of sourcing and completing the required tests to complete the hiring process shortly after the February 14 receipt of the Teamster applications, the former employees of Auto Handling could have been hired. Moreover, record evidence confirms that the former Auto Handling employees had the requisite experience and previously performed the identical vehicle processing work. Thus, with little or no training, they could have been ready to meet the required launch and performance dates specifically noting that initially only a small number of employees would be needed to perform contractual requirements. In making this finding, I specifically note that the hiring and screening process conducted by Aerotek for former Auto Handling employees Byers, Johnson, and Schott was completed in 37

days, for Murphy in 16 days, and during a 10 day period for Swift, Cheatham and Rhodes. Such evidence completely undermines the timeline defense proffered by Voith.

Record evidence confirms that Voith was clearly aware of the union affiliation of the predecessors' employees. It is also clear that Voith did not want to recognize the Teamsters as it feared the economic package that they would demand knowing that it would far exceed the wage rate presently paid to its incumbent UAW represented janitorial employees. Additionally, as found above, Voith engaged in Section 8(a)(1) conduct, rendered assistance and support to the UAW, and denied access to the Charging Party to meet with its employees while granting access to the UAW. All of these factors support a finding of discrimination that establishes Voith's motives in not hiring the former Auto Handling employees. *New Concepts Solutions, LLC,* 349 NLRB 1136 (2007).

Based on the foregoing, I find that Respondent Voith established a hiring procedure designed to exclude or limit the hiring and consider for hiring the former Auto Handling employees who were members of the Charging Party in violation of Section 8(a)(1) and (3) of the Act. *Custom Leather Designers, Inc.,* 314 NLRB 413, 418 (1994) (The effect of not hiring former represented employees was to deny the union any possible majority status in its complement of employees).

3. Refusal to Bargain Allegations

The AGC alleges in paragraph 12 of the complaint that Respondent Voith has failed and refused to recognize and bargain in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act and unilaterally established initial terms and conditions of employment. Additionally, Respondent Voith without notice or bargaining with the Teamsters unilaterally contracted with Aerotek, Inc. to perform bargaining-unit work.

The evidence establishes that Voith's assumption of the vehicle processing and inventory management services work at the LAP did not occasion a change in the yard work done or the manner in which it was accomplished. Indeed, Voith hired a number of former Auto Handling supervisors to perform the same duties and responsibilities at the LAP that they previously performed as employees of Auto Handling.

Based on the above recitation, I find that Respondent Voith violated Section 8(a)(1) and (5) of the Act when it refused to recognize and bargain with the Charging Party and unilaterally established initial terms and conditions of employment for employees in the unit. Here, any uncertainty as to what Respondent Voith would have done absent its unlawful conduct must be resolved against them. In these circumstances, I find that Respondent Voith would have hired the former Auto Handling employees but for their union affiliation. Therefore, it was not entitled to set initial terms of employment without first bargaining with the Charging Party about the conduct and the effects of the conduct. *Massey Energy Co.,* 354 NLRB 687 (2009).

I also find that when Respondent entered into a contract with Aerotek to hire individuals other then the former Auto Handling employees to perform bargaining unit work, it did so without notifying and bargaining with the Charging Party. Therefore, it further violated Section 8(a)(1) and (5) of the Act.

F. The 8(b)(1)(A) Violations[17]

The AGC alleges in paragraph 19 of the complaint that about February 20, April 11, and April 16, Respondent UAW received assistance and support from Respondent Voith which allowed Respondent UAW to meet with Respondent Voith's employees in order to urge them to sign membership applications and check off authorizations.

The AGC further alleges in paragraph 20 of the complaint that about February 20 and May 1, Respondent UAW obtained recognition from Respondent Voith as the exclusive collective-bargaining representative of the unit even though they did not represent an uncoerced majority of the unit, and on February 20, Respondent Voith had not started normal business operations and did not employ in the unit a representative segment of its ultimate employee complement.

The AGC argues, in support of the above allegations, that when recognition was granted on February 22 and May 1, the UAW did not have a valid majority because the authorization cards that were solicited were coerced by unlawful conduct, and the February recognition was improper because Respondent Voith had not commenced normal business operations nor did they employ in the unit a representative segment of its ultimate employee complement.

The record establishes that between February 20 and 22, a total of 50 authorization cards were solicited by the UAW and signed by employees of Respondent Voith. Specifically, 39 authorization cards were signed on February 20, 9 were signed between February 21and 22, and 2 authorization cards were illegible (GC Exh. 111).

As I found above in my discussion regarding paragraph 13 of the complaint, the statements of UAW representatives in the cafeteria on February 20 were coercive. Indeed, informing employees that if they did not execute an authorization card it could impact their job leaves employees between a rock and a hard place. It thus establishes that the 39 employees who signed authorization cards on February 20 were pressured to do so, and therefore, the resulting majority status was invalid because it was coerced by the UAW's unlawful conduct. *Fountainview Care Center,* 317 NLRB 1286, 1289 (1995) (recognition based on cards tainted by coercion establishes there was not an uncoerced majority).

Likewise, the evidence is overwhelming that on February 20, Respondent Voith had not commenced normal business operations. Indeed, many employees testified, in a mutually corroborative way, that normal production had not commenced on February 20. It is apparent that the employees attending the orientation were hired for and were being instructed regarding their duties associated with janitorial and cleaning responsibilities. On February 20, there was no finished Ford product moving off the assembly lines, and therefore, no vehicle processing or

[17] Respondent UAW argues that the International Union should not be held responsible for allegations alleged in paragraphs 19 and 20 of the complaint. I reject this argument for the following reasons. First, Respondent UAW did not raise this defense in its answer (GC Exh. 1 (LL), and it is noted that the answer refers to the International and its Local 862 as "collectively-union". Second, exhibits in the record establish Voith's continuing discussions with International UAW representatives concerning the recognition of the UAW as the bargaining representative of the Voith vehicle processing employees (see, GC Exh. 31 and 41, R Exh. 38, 40 and 41). Third, the existing collective-bargaining agreement between Voith and the UAW (GC Exh. 84 and R Exh. 2) is with the International UAW and covered the posting requirement for incumbent Voith janitorial employees to bid for vehicle processing positions (GC Exh. 29, 30 and R Exh. 31).

inventory management services work was being performed by Voith employees. Rather, during the month of February 2012 only cleaning and janitorial responsibilities were ongoing with some vehicle processing training occurring later in the month for a small group of employees. Indeed, the evidence shows that Bauer did not request Aerotek to commence the recruitment of vehicle processing positions until March 1.

Although the above finding that Voith was not engaged in normal business operations on February 20-22 would alone establish a violation, the evidence also shows that the employee complement at the LAP fell far short of a substantial and representative complement. In this regard, it is noted that the new employee's attending the orientation on February 20 were exclusively hired to perform janitorial and cleaning responsibilities. It was not until on or about May 1 that Voith reached its vehicle processing permanent full-time complement of 72 required to fulfill the terms of the contracts it executed with Ford on February 13 and March 1. Indeed, this was recognized by Voith when it withdrew its previous grant of recognition to the UAW on April 9 (GC Exh. 17 and R Voith Exh. 41).

As it concerns the recognition obtained on May 1, I also find that the showing of interest was coercively obtained and the authorization cards were tainted because of unlawful UAW conduct. In this regard, as discussed above, I found that the 39 authorization cards signed on February 20 were coercively obtained. By letter dated April 10, the UAW informed Voith employees that while recognition has been withdrawn on April 9, we still have those authorization cards that were signed in February 2012, and intend to use them to help prove majority status when Voith reaches its normal business operations (GC Exh. 40). The evidence shows that 23 authorization cards were obtained on April 11. An additional 6 authorization cards were signed on April 10, 17, 18, 19 and 20, however, no evidence was presented addressing the circumstances on where and how those cards were executed. With respect to the cards obtained on April 11, of the 23 cards signed on that date, 17 were solicited by Hunt. As I found above regarding the discussion in paragraph 17 of the complaint, the solicitation by Hunt of those authorization cards was obtained under coercive conditions. Therefore, when combining the 39 authorization cards obtained under coercive conditions on February 20 with the additional 17 tainted cards on April 11, I find that 56 authorization cards must be excluded from a valid majority. The record confirms that Voith's full-time permanent complement of vehicle processing employees reached 72 on or about May 1, after Voith commenced normal business operations at the LAP. By that time, Voith had transferred at least 25 of the janitorial and cleaning employees, some of whom as discussed above were coercively forced to do so, to vehicle processing positions. It is also noted that included in the complement of 72 were 11 former Auto Handling employees and members of the Teamsters who declined to execute UAW authorization cards. Therefore, of the remaining 61 employees that executed UAW authorization cards, at least 56 of those cards were obtained by coercive methods and tainted the overall majority. Even if you only consider the 39 authorization cards obtained on February 20 that were used to support the May 1 grant of recognition, there still is not a valid majority.[18]

Accordingly, I find that on February 22 and on May 1, when recognition was granted to Respondent UAW, it was not valid because it was coerced by the UAW's unlawful conduct, and since they did not represent an uncoerced majority, Section 8(b)(1)(A) of the Act was violated. Additionally, I find that by demanding and accepting recognition on February 22, at a time that

[18] GC Exh. 111 represents that 21 authorization cards signed on February 20 were used to support the second grant of recognition on May 1. Even if this number is used combined with the 17 authorization cards solicited by Hunt on April 11, the result would be the same as the UAW did not represent an uncoerced majority on May 1 (38 tainted cards in a Unit of 72).

Voith was not engaged in normal business operations and did not employ in the unit a representative segment of its ultimate employee complement, the UAW also violated Section 8(b)(1)(A) of the Act. *Hilton Inn Albany,* 270 NLRB 1364, 1365 (1984), citing *Herman Bros.,* 264 NLRB 439 (1982).

G. Respondent Voith's Affirmative Defenses

Respondent Voith argues that it is not a successor employer to Auto Handling based on a number of reasons that it articulated during the course of the subject hearing.

First, Voith argues that the car hauling operations at the LAP ended in October 2010 with the termination of the contract between Ford and Auto Handling.

While this assertion is technically correct, the issue presented for consideration is whether after Voith was awarded the contracts to manage the vehicle processing and inventory management services at the LAP, it was violative of the Act for Voith not to have hired the former employees of Auto Handling to perform the identical work. As found above, Voith violated the Act by its refusal to recognize and bargain with the Charging Party and not hire the former employees of Auto Handling.

Second, Voith asserts that Auto Handling prior to the LAP shutdown performed the car hauling work in its entirety. Since March 2012, when the car hauling work was reestablished, it has been parsed and now there are six contractors performing the work.

Voith's argument attempts to lump the functions that were created in 2012 as car hauling to the exclusion of the traditional yard work that has been performed on a continuing basis at the LAP for over 60 years. It is the yard work that the AGC and the Charging Party argue should continue to be performed by the former Auto Handling employees under the February 13 contract between Voith and Ford.

The evidence establishes that after March 2012, when the LAP was reopened,[19] Ford utilized a new Renaissance distribution lot that previously did not exist in 2008-2010 that is located approximately three miles south of the LAP. Ford, in 2012, also uses a lot in Shelbyville, Kentucky as an off load rail location. Prior to the shutdown of the LAP in 2010, Auto Handling performed the entire car hauling work from the portal of the LAP and the KTP to the ultimate dealer. After the reopening of the LAP, the car hauling work has been awarded to six independent contractors who each handle a portion of the work load.[20] The Charging Party represents the drivers employed by Allied Trucking[21], RCS Inc., and Cooper Transport but another Teamster local represents the Cassens drivers. AWC performs inventory management at the Renaissance lot, using a sophisticated soft ware program, and employs two individuals who are not represented by any labor organization. Prior to the shutdown in December 2010, Allied Trucking, RCS, and Cooper Transport did not come to the LAP to perform car hauling responsibilities. After March 2012, RCS swaps vehicles between the LAP and the KTP, and drives vehicles from the KTP to the Shelbyville lot. They also drive single units from the

[19] The KTP did not close for retooling and remained open for all material times manufacturing trucks.

[20] The car hauling work is performed by Voith, Cassens Trucking, Allied Motors, RCS Inc., AWC, and Cooper Transport.

[21] Allied performs 70% and Cooper Transport 30% of the car hauling work from the Renaissance Lot.

Renaissance lot to the Shelbyville lot, a distance of approximately 33 miles, and load the vehicles on rail cars.[22] Cooper Transport performs car hauling and shuttle work at the Renaissance lot and is responsible for placing vehicles driven to the lot by employees of Voith on car hauling trucks for delivery to the ultimate dealers. Since March 2012, the above employers have operated exclusively from the Renaissance lot performing car hauling responsibilities. Since April 2012, Voith drives vehicles from the LAP to the Renaissance lot and loads them on rail cars. Auto Handling did the same type of rail loading work prior to the shutdown but the lot was on the LAP premises approximately 50-100 yards away from the staging area that stores the finished vehicles.

The record evidence is clear that the work being sought by the Charging Party is the same work as was previously performed at the LAP prior to the shutdown in December 2010.[23] Indeed, the complaint allegations do not seek the car hauling work that is performed by other independent contractors as described above.

Therefore, I find that Voith has continued the employing entity in basically unchanged form and is the successor to Auto Handling for the yard work it presently performs at the LAP facility.

Respondent Voith additionally asserts that the vehicle processing work under its contract with Ford constitutes an accretion to the existing janitorial bargaining unit established under the terms of the collective-bargaining agreement between it and the UAW (R Voith Exh. 2 and GC Exh. 84). It further argues that the collective-bargaining agreements at other Ford locations intended to extend and did extend to the vehicle processing performed by it at the LAP. It also argues that it extended recognition to the UAW on May 1 based on a card check which obligates it to recognize and bargain with the UAW.

The Board follows a restrictive policy in finding accretion because it forecloses the employees' basic rights to select their own bargaining representative. *Towne Ford Sales,* 270 NLRB 311 (1984); *Melbet Jewelry Co.,* 180 NLRB 107 (1970).

Accretion is not applicable to situations in which the group sought to be accreted would constitute a separate appropriate bargaining unit. *Passavant Health Center,* 313 NLRB 1216 (1994). The Board will find a valid accretion when the extended recognition involves employees who have little or no separate group identity and when the additional employees share an overwhelming community of interest with the pre-existing unit. *Super Valu Stores, Inc.,* 283 NLRB 134, 136, (1987); *Safeway Stores,* 256 NLRB 918 (1981).

The Board when considering the appropriateness of accreting employees into an established bargaining unit evaluates the following factors: "the integration of operations, centralization of managerial and administrative control, geographic proximity, similarity of

[22] RCS also drives single units from the LAP to the Shelbyville lot but of the 55 jobs promised by Ford only 16 have materialized.

[23] Voith's argument that there was no reasonable expectation of rehiring the former Auto Handling employees due to the lengthy hiatus between the shutdown and reopening of the LAP is rejected. In this regard, the significance of a hiatus is whether it impacts the employees' expectations of rehire. Record evidence confirms that prior to Voith's assumption of the yard work the successor companies at the LAP routinely hired the predecessor's employees and recognized the Charging Party. In similar circumstances, the Board has found violations of the Act. *Tree-Free Fiber Co.,* 328 NLRB 389 (1999).

working conditions, skills and functions, common control over labor relations, collective bargaining history and interchange of employees." *TRT Telecommunications Corp.,* 230 NLRB 139, 141 (1977).

Applying the above principles leads me to conclude that the yard work that was previously performed by the former employees of Auto Handling is not an appropriate accretion to the existing janitorial unit contained in the collective-bargaining agreement between Voith and the UAW. In this regard, the working conditions, skills and functions, and bargaining history and interchange of employees are not found when comparing the work history of the two units. For example, when the former employees of Auto Handling performed the yard work prior to the shutdown and the janitorial unit existed at the LAP, there was little or no interchange of personnel and the skills and functions of both job descriptions are completely different. When Voith was awarded the contract in February 2012 to perform the yard work, the evidence establishes that the janitorial employees did not have the requisite skills or experience to perform the vehicle processing duties. Moreover, the employees were presented with the choice of accepting the driving responsibilities or losing their jobs. Therefore, I reject the arguments advanced by Respondent Voith that the yard work its current employees perform is an accretion to the existing janitorial bargaining unit contained in its collective-bargaining agreement with the UAW.[24] Further support for this finding is Respondent UAW's determination on February 20 that the janitorial collective-bargaining agreement and the vehicle processing work are independent entities of each other, and therefore, it was decided not to include the vehicle processing work in the janitorial collective-bargaining agreement (GC Exh. 72).[25]

Likewise, I reject the other arguments advanced by Voith regarding the appropriateness of the unit. First, as I previously found the showing of interest presented to Voith on May 1 was tainted and therefore is null and void. Thus, on that date, there was no legitimate collective bargaining representative of the Voith employees. Additionally, relying on one collective bargaining agreement in a Michigan Ford plant (MAP) to require the yard work to be extended to the UAW at the LAP is misplaced (R Voith Exh. 6). In fact, the MAP agreement specifically covers haul away services rather than yard work. Likewise, the UAW has separate contracts for the janitorial and vehicle processing work at the MAP, and the vehicle processing work was not acquired until January 2011. Voith's argument that any new work that it obtains at any existing Ford facility where they operate is included under its janitorial national collective-bargaining agreement based on the phrase "work of a continuous nature" is unfounded. Record evidence shows that janitorial and cleaning work is not of a continuous nature when compared to the intricate and hazardous yard work performed at the LAP. This is evident based on the existence of separate collective-bargaining agreements at the LAP for janitorial and vehicle processing duties since at least 2008, and the rejection of this position by the UAW (GC Exh. 72)[26]. Likewise, arguments advanced with respect to collective-bargaining agreements at a Springhill General Motors plant that once included car hauling and rail loading work in the parties' 2005-2008 collective-bargaining agreement (R Voith Exh. 4) that subsequently was

[24] Gebhardt testified that Voith is not applying all the terms of the UAW janitorial collective-bargaining agreement (R Voith Exh. 2) to the yard employees working at the LAP.

[25] As noted in Respondent Voith's post-hearing brief, the Board limited the application of *Gitano* where the work does not constitute an accretion. *Coca-Cola Bottling Company of Buffalo, Inc.,* 325 NLRB 312 (1998).

[26] Voith's reliance on the contractual "after-acquired provision" was first raised in its answer and during the course of the hearing. This defense, as admitted by Gebhardt, was not presented to the AGC during the course of the investigation nor prior to the issuance of the subject complaint.

removed from the successor 2008-2011 agreement (R Voith Exh. 3) is also unavailing. Lastly, the reliance on a single Arbitration Award concerning the eligibility of laid-off employees for holiday pay and benefits to support the appropriateness of extending recognition in the subject case is misplaced (R Voith Exh. 5). Moreover, a single award of an Arbitrator is not binding on Board proceedings.

Accordingly, based on my findings above, the former employees of Auto Handling were not hired by Voith because of their union affiliation and to avoid recognizing and bargaining with the Teamsters.

Conclusions of Law

1. Respondent Voith is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

2. The Teamsters and Respondent UAW are labor organizations within the meaning of Section 2(5) of the Act.

3. The following employees' constitutes a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act.

> All employees as set forth in Article 3 of the National Master Automobile Transporters Agreement, Central and Southern Area Supplemental Agreements and the Job Descriptions provisions of the Local Rider.

4. Respondent Voith engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act when in an employment interview on March 5, 2012, at the offices of Aerotek, Inc., they told an employee that if the employee was hired the employee would have to become a member of the UAW. Additionally, Respondent Voith violated Section 8(a)(1) of the Act when its agent at Aerotek informed an employee that in order to be hired he would have to refrain from engaging in Section 7 activity and by denying Teamsters Local 89 access to its employees while granting access to the UAW.

5. Respondent Voith engaged in unfair labor practices within the meaning of Section 8(a)(1) and (2) of the Act by rendering assistance and support to Respondent UAW by allowing the UAW to meet with its employees during orientation sessions and work time in order to urge the employees to sign membership applications and check off authorizations. Additionally, Respondent Voith granted recognition to Respondent UAW even though the UAW did not represent an uncoerced majority of the unit and at a time prior to the commencement of its normal business operations when it did not employ in the unit a representative segment of its ultimate employee complement.

6. Respondent Voith engaged in unfair labor practices within the meaning of Section 8(a)(1) and (3) of the Act by implementing a plan to hire 84 employees with the intention of excluding the hiring of applicants who were former employees of Auto Handling or members of the Teamsters because they engaged in concerted activities or in order to avoid an obligation to recognize and bargain with the Teamsters.

7. Respondent Voith is a successor to Auto Handling, Inc. with respect to the obligation to recognize and bargain with the Teamsters representing employees in the above unit, and therefore violated Section 8(a)(1) and (5) of the Act by its refusal to do so.

8. Respondent UAW engaged in unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act by receiving assistance and support from Respondent Voith which allowed the UAW to meet with its employees in order to urge the employees to sign membership applications and check off authorizations. Additionally, Respondent UAW obtained recognition from Respondent Voith even though they did not represent an uncoerced majority in the unit and at a time Respondent Voith had not started normal business operations nor employed in the unit a representative segment of its ultimate employee complement.

Remedy

Having found that Respondent Voith and Respondent UAW have engaged in certain unfair labor practices, I shall recommend that they be ordered to cease and desist and to take certain affirmative actions designed to effectuate the policies of the Act.

Having found that Respondent Voith discriminatorily refused to hire the former Auto Handling unit employees, I recommend that Voith be ordered to immediately offer to the individuals listed in Attachment A employment in the positions for which they would have been hired, absent Respondent Voith's unlawful discrimination, or if those positions no longer exist, to substantial equivalent positions, discharging if necessary any employees hired to fill those positions. The employees listed in Attachment A shall be made whole for any loss of earnings they may have suffered due to the discrimination against them. The backpay is to be calculated in accordance with the formula approved in *F.W. Woolworth Co.,* 90 NLRB 289 (1950), with interest as computed in *New Horizons for the Retarded,* 283 NLRB 1173 (1987). In accordance with *Kentucky River Medical Center,* 356 NLRB No. 8 (2010), backpay and/or monetary awards shall be paid with interest compounded on a daily basis.

Having found that Respondent Voith unlawfully refused to bargain collectively with the Teamsters, I shall also recommend that Voith be ordered to recognize and bargain with the Teamsters concerning wages, hours, benefits, and other terms and conditions of employment of bargaining unit employees, upon request by the Teamsters. In addition, and in order to remedy Respondent Voith's unlawful unilateral changes to wages, benefits, and terms and conditions of employment that went into effect when they began to employ individuals to perform unit work on April 9, 2012, I shall recommend that Respondent Voith be ordered to rescind the unilateral changes and make the employees whole by remitting all wages and benefits that would have been paid absent Voith's unlawful conduct, until Respondent Voith negotiates in good faith with the Teamsters to agreement or to impasse, subject to Respondent Voith's demonstration in a compliance hearing that had lawful bargaining taken place, less favorable terms than had existed under Auto Handling would have been lawfully imposed. *Planned Building Services,* 347 NLRB 670, 674-676 (2006). This remedial measure is intended to prevent Respondent Voith from taking advantage of their wrongdoing to the detriment of the employees and to restore the status quo ante thereby allowing the bargaining process to proceed. *U.S. Marine Corp.,* 944 F.2d 1305, 1322-1323 (7th Cir. 1991), cert. denied 503 U.S. 936 (1992). Employees shall be made whole in the manner prescribed in *Ogle Protection Service,* 183 NLRB 682 (1970), enfd. 444 F. 2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizon for the Retarded, supra.*

Respondent Voith shall make whole the unit employees by paying any and all delinquent employee benefit fund contributions, including any additional amounts due the funds in accordance with *Merryweather Optical Co.,* 240 NLRB 1213, 1216 fn. 7 (1979). In addition, Respondent Voith shall reimburse unit employees for any expenses ensuing from the failure to make required contributions, as set forth in *Kraft Plumbing & Heating,* 252 NLRB 891 fn 2

(1980), enfd. Mem. 661 F. 2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service, supra, w*ith interest as prescribed in *New Horizons for the Retarded, supra.*

The AGC requests that Respondent Voith's employees (not the discriminatees) be compensated for any loss of wages or benefits stemming from Respondent's unilateral change to terms and conditions of employment. I agree that this relief is appropriate. *See Love's Barbeque*, at 83 (ordering a like remedy). Likewise, while not former Auto Handling employees, numerous Teamster affiliated employees' submitted applications to Voith but were not hired or considered for hire. Based on record testimony that approximately 300 permanent and temporary vehicle processing positions were available during the April 2012 start-up period and subsequent months, a sizable pool of discriminates existed that should have been considered for those positions.

The AGC also requests that a responsible management official in a meeting or meetings be ordered to read aloud the notice to employees in this case, and permit a representative of Teamsters Local 89 to be present. I agree that Respondent Voith should be required to do so. As the Board has explained, the purpose of requiring a manager to read a notice aloud to employees is to better impress upon the employees the fact that the employer and its officials are bound by the Act. *Marquez Bros. Enters., Inc.*, 358 NLRB No. 61 (2012) (citing *Federated Logistics & Operations*, 340 NLRB 255, 258 (2003), enfd. 400 F.3d 920 (D.C. Cir. 2005)). The Board explained that it will require a notice to be read aloud "where an employer's misconduct has been 'sufficiently serious and widespread that reading of the notice will be necessary to enable employees to exercise their Section 7 rights free of coercion.'" *Jason Lopez' Planet Earth Landscape, Inc.*, 358 NLRB No. 46 (2012) (quoting *HTH Corp.*, 356 NLRB No. 182 (2011)). In this case, the unfair labor practices occurred on a large scale. There were numerous discriminates and the unfair labor practices were very serious. After executing the contracts with Ford on February 13 and March 1, 2012, Respondent Voith, driven by antiunion animus, discriminated against members of the bargaining unit in assembling its workforce. This is tantamount to an effort to wholly dislodge the Teamsters from its statutory role as bargaining representative of the employees. As a deliberate attempt to deprive the Union of its role as bargaining partner, it strikes at the heart of the national policy embodied in the Act, viz., "encouraging the practice and procedure of collective bargaining."

The AGC requests that, as part of the make-whole remedy, Respondent should be ordered to reimburse the difference in taxes owed upon receipt of a lump-sum payment and to submit documentation to the Social Security Administration so that back pay would be allocated to appropriate periods. Since the Board is presently considering this issue, I will not make a ruling regarding this request. *Latino Express, Inc.,* 358 NLRB No. 94 (2012).

In addition to physical posting of paper notices, notices shall be distributed electronically, such as by e-mail, posting on an intranet or internet site, and/or other electronic means, if Respondent Voith or Respondent UAW customarily communicates with its employees or its members by such means. *J. Picini Flooring*, 356 NLRB No. 9 (2010). The posting of the paper notice by Respondent Voith and Respondent UAW shall occur at all places where notices to employees and members are customarily posted.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[27]

[27] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Continued

ORDER

Respondent Voith, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Informing employees that if they were hired the employees would have to become members of the UAW.
(b) Rendering assistance, support, and recognizing the UAW at a time that the UAW did not represent an uncoerced majority of the unit or at a time that it did not employ in the unit a representative segment of its ultimate employee complement.
(c) Refusing to hire the former employees of the predecessor Auto Handling, Inc. because they engaged in concerted activities or to avoid an obligation to recognize and bargain with the Teamsters.
(d) Refusing to recognize and bargain in good faith with the Teamsters as the exclusive collective-bargaining representative of its employees in the following appropriate unit:
All employees as set forth in Article 3 of the National Master Automobile Transporters Agreement, Central and Southern Area Supplemental Agreements and the Job Descriptions provisions of the Local Rider.
(e) Unilaterally setting initial terms and conditions of employment for employees in the unit without first giving notice to and bargaining with the Teamsters about these changes.
(f) Granting the UAW access to its employees while denying access to the Teamsters.
(g) Informing its employees as a condition of being hired they would have to promise to refrain from engaging in Section 7 protected activity.
(h) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed them by Section 7 of the Act.

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

(a) Notify the Teamsters in writing that it recognizes them as the exclusive representative of its unit employees under Section 9(a) of the Act and that it will bargain with it concerning terms and conditions of employment for employees in the unit.
(b) Recognize and, on request, bargain with the Teamsters as the exclusive representative of the employees in the unit concerning terms and conditions of employment and if an understanding is reached, embody the understanding in a signed agreement.
(c) At the request of the Teamsters, rescind any departures from terms and conditions of employment that existed immediately prior to Respondent Voith's takeover of predecessor Auto Handling's operation, retroactively restoring preexisting terms and conditions of employment, including wage rates and benefit plans, until it negotiates in good faith with the Teamsters to

Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

agreement or to impasse.

(d) Make whole, in the manner set forth in the remedy section of this decision, the unit employees for losses caused by Respondent Voith's failure to apply the terms and conditions of employment that existed immediately prior to its takeover of predecessor Auto Handling's operation, subject to Respondent Voith's demonstrating in a compliance hearing that, had it lawfully bargained with the Teamsters, it would have, at some identifiable time, lawfully imposed less favorable terms than those that had existed under its predecessor.

(e) Withdraw and withhold all recognition from the UAW and its Local 862 as the exclusive collective-bargaining representative of its employees unless and until the UAW has been certified by the National Labor Relations Board as the exclusive collective bargaining representative of our employees.

(f) Within 14 days from the date of this Order, offer employment to the following named former unit employees of the predecessor as set forth in Attachment A, and other similarly situated employees, who would have been employed by Respondent Voith but for the unlawful discrimination against them, in their former positions or, if such positions no longer exist, in substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging if necessary any full-time or temporary employees hired in their place.

(g) Make the employees set forth in Attachment A, and other similarly situated employees whole for any loss of earnings and other benefits they may have suffered by reason of Respondent Voith's unlawful refusal to hire them, in the manner set forth in the remedy section of this decision.

(h) Within 14 days from the date of this decision, remove from its files any reference to the unlawful refusal to hire the employees set forth in Attachment A, and within 3 days thereafter, notify them in writing that this has been done and that the refusal to hire them will not be used against them in any way.

(i) Rescind its contract with Aerotek to perform work which otherwise would have been performed by the former employees of Auto Handling, and offer any jobs created by this rescission to the employees set forth in Attachment A or to other similarly situated employees.

(j) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records, and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(k) Within 14 days after service by the Region, post copies of the attached notice marked "Appendix."[28] Copies of the notice, on forms provided by the Regional Director for Region 9 after being signed by the Respondent Voith's authorized representative, shall be posted by Respondent Voith immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent Voith to ensure that the

[28] If this Order is enforced by a Judgment of the 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."

notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent Voith has gone out of business or closed the facility involved in these proceedings, Respondent Voith shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondent Voith at any time since January 31, 2012.

(l) Within 21 days after service by the Region, file with the Regional Director 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.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[29]

ORDER

Respondent United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO and Local 862, its officers, agents, and representatives shall

1. Cease and desist from

(a) Accepting assistance and support from Respondent Voith in order to meet with employees in order to urge them to sign membership applications and check off authorizations.

(b) Obtaining recognition from Respondent Voith at a time that we did not represent an uncoerced majority in the unit and when Respondent Voith had not started normal business operations nor employed in the unit a representative segment of its ultimate employee complement.

(c) Accepting recognition from Respondent Voith unless we are certified by the National Labor Relations Board as the exclusive collective bargaining representative of its employees.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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

(a) Within 14 days after service by the Region, post copies at its union office copies of the attached notice marked "Appendix."[30] Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the UAW's authorized representative, shall be posted by the UAW immediately upon receipt and maintained for 60 consecutive days in

[29] 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. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[30] If this Order is enforced by a Judgment of the 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."

conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by the UAW 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 UAW has gone out of business or closed its office involved in these proceedings, the UAW shall duplicate and mail, at its own expense, a copy of the notice to all current members and employees and former employees employed by Auto Handling, Inc. at any time since February 20, 2012.

(b) Within 21 days after service by the Region, file with the Regional Director 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.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, Washington, D.C. December 21, 2012

_____
Bruce D. Rosenstein
Administrative Law Judge

APPENDIX A

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT tell you that your employment is dependent on becoming a member of the UAW or its Local Union No. 862.

WE WILL NOT assist the UAW by allowing them to use our facilities to solicit our employees to become members of the UAW while our employees are on work time.

WE WILL NOT, tell you, or instruct our hiring contractor, Aerotek, Inc., or any other hiring contractor, to tell you that you cannot work for us unless you waive your right to engage in lawful picketing or other Section 7 activity.

WE WILL NOT refuse to hire or otherwise discriminate against applicants, including former employees of the predecessor employer, Auto Handling, Inc., a wholly owned subsidiary of Jack Cooper Transport Company, to avoid bargaining with Teamsters Local 89.

WE WILL NOT assist, recognize and bargain with UAW as the collective bargaining representative of our employees who are employed by us at the Ford Motor Company Louisville Kentucky Assembly plant, performing vehicle processing including staging, shuttle and yard/inventory work, unless and until the UAW has been certified by the National Labor Relations Board as the exclusive collective bargaining representative of these employees.

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

WE WILL, withdraw and withhold all recognition from the UAW as the collective bargaining representative for our employees at the Ford Motor Company Louisville Kentucky Assembly plant, performing vehicle processing including staging, shuttle and yard/inventory work, unless and until the UAW has been certified by the National Labor Relations Board as the exclusive collective bargaining representative for these employees.

WE WILL notify the Teamsters in writing, that we recognize it as the exclusive collective bargaining representative of our employees.

WE WILL, upon request, recognize and bargain with the Teamsters as the exclusive representative of our employees employed by us at the Ford Motor Company Louisville Kentucky Assembly plant,

performing vehicle processing including vehicle staging, shuttle and yard/inventory work, concerning their terms and conditions of employment, and if an understanding is reached, embody the understanding in a signed agreement.

WE WILL, at the request of the Teamsters, rescind any departures from the terms and conditions of employment that existed immediately prior to our award of the predecessor Auto Handling, Inc. vehicle processing operations, retroactively restore pre-existing terms and conditions of employment, including, but not limited to wage rates and benefit plans, until we negotiate in good faith with the Teamsters to agreement or to impasse.

WE WILL offer, in writing, immediate and full employment to the employees of the predecessor Auto Handling, Inc., named on Attachment A, in the order of our receipt of their employment applications, without prejudice to their seniority and other rights and privileges, discharging if necessary employees previously hired to make room for them, and make them whole for any loss of earnings they may have suffered by reason of our unlawful failure to hire them.

WE WILL offer, in writing, immediate and full employment to the other applicants whose applications were submitted to us by the Teamsters for vehicle processing work in the order of our receipt of their employment applications, without prejudice to their seniority and other rights and privileges, discharging if necessary employees previously hired to make room for them, and make them whole for any loss of earnings they may have suffered by reason of our unlawful failure to hire them.

WE WILL rescind our contract with Aerotek, Inc. to hire employees at the Louisville Kentucky Assembly plant.

Voith Industrial Services, Inc.

(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.

John Weld Peck Federal Building
550 Main Street, Room 3003
Cincinnati, OH 45202-3271
Hours: 8:30 a.m. to 5:00 p.m.
513-684-3686.

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 COMPLIANCE OFFICER, at 513-684-3750.

APPENDIX B

NOTICE TO MEMBERS

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 the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT accept assistance and support from Voith Industrial Services, Inc. in order to meet with employees in order to urge them to sign membership applications and check off authorizations.

WE WILL NOT obtain recognition from Voith Industrial Services at a time that we did not represent an uncoerced majority in the unit and when Voith Industrial Services, Inc. had not started normal business operations nor employed in the unit a representative segment of its ultimate employee complement.

WE WILL NOT accept recognition from Voith Industrial Services, Inc. unless we are certified by the National Labor Relations Board as the exclusive collective bargaining representative of its employees.

WE Will NOT in any like or related manner restrain or coerce employees in the exercise of the rights guaranteed you by Section 7 of the Act.

United Automobile Aerospace and Agricultural Implement Workers of America, AFL-CIO and Local 862

(Labor Organization)

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.

John Weld Peck Federal Building
550 Main Street, Room 3003
Cincinnati, OH 45202-3271
Hours: 8:30 a.m. to 5:00 p.m.
513-684-3686.

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 COMPLIANCE OFFICER, at 513-684-3750.

ATTACHMENT A

Babbage Terron Miguel
Bassett Angela Elizabeth
Bernard Jason Neal
Blandford Shawn K
Bowman-Miles Patsy
Bridges Roy A
Bridges Paul M
Brooks Lonnie Paul
Burden Michael
Burkhart Maranda Jane
Burton Mark Anthony
Burton Richard D
Byers Tiffany L
Byers Jason P
Cheatham Deborah Susan
Clark Jewell Loury
Davis Johnny Edward
Doss Helen K
Downs June Gail
Downs William C
Dudeck Joseph Charles Jr
Faulkner Adam Troy
Fenwick Virginia Sue
Fields Bronston Shane
Filburn Adam Troy
Flanagan James Christopher
Flemming Louis E
Fluhr Russell Glenn
Gilkey Richard Edward
Girdley James Wayne
Goldsmith Anthony Scott
Goodrich Damon A
Grether Wayne Henry
Helm Walter L
Helm Brenda L
Helm Marcus D
Johnson Greg C
Kelley Theoras Andre
Kelley Bronda
Lewter Kimberly Dawn
Lockard Tammy Lou
Lowery Jermaine D
McCray Michael A
McCrory Timothy Kyle
McGee Vivian J
Miller Ralph C
Moon Roy L
Morris Tanitra Tonett
Murphy Michael Ronald
Murphy Patti Jo
Murphy Tammy Jo
Norbury Jason J
Page Marvin E. Jr
Pinkard Cassandra
Poland Dathan L
Pope Marcus D
Proctor John A
Ragland Rickey
Rankin Michael Lynn
Rasool Rasheed M
Rhodes James Leroy
Rhodes Sandra Darlene
Rhodes Tonya Lynett
Ruzanka Robert John
Sawyer Eric L
Schofield Kathy Jane
Schott Aaron M
Scott Gary M
Scott Donna Sue
Shaw Donald L
Shelburne Angela R
Smallwood James Timothy
Smith Christopher S
Stein Kelly
Stephenson Alicesha
Sullivan Michael J
Swift Brenda Fay
Tweedy Bernard
Waddle Jamie Glenn
Walker Mickey David
Whitley Kelly Denise
Wieseman Emily K
Willis Kenneth B
Womack Tyrone M
Wordlow Darrick