

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 16

IRONTIGER LOGISTICS, INC.

and

Case 16-CA-27543

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO

and

Case No. 16-CB-8084

IRONTIGER LOGISTICS, INC.

**ORDER CONSOLIDATING CASES,**  
**CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

Upon a charge filed on May 24, 2010, by IronTiger Logistics, Inc., here called Employer, a Complaint and Notice of Hearing issued on September 30, 2010 against the International Association of Machinists and Aerospace Workers, AFL-CIO, here called Union, and the Union in Case 16-CA-27543 has charged that Employer has been engaged in unfair labor practices as set forth in the National Labor Relations Act, 29 U.S.C. Section 151 et seq., here called the Act. Based thereon, and in order to avoid unnecessary costs or delay, the Acting General Counsel, by the undersigned, pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board, here called the Board, **ORDERS** that these cases are consolidated.

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

**1.**

a. The charge in Case 16-CB-8084 was filed by the Employer on May 24, 2010, and a copy was served upon the Union by first class mail on May 25, 2010.

b. The first amended charge in Case 16-CB-8084 was filed by the Employer on July 29, 2010, and a copy was served upon the Union by first class mail on July 30, 2010.

c. The second amended charge in Case 16-CB-8084 was filed by Charging Party on September 3, 2010, and a copy was served upon the Union by first class mail on the same date.

d. The charge in Case 16-CA-27543 was filed by the Union on July 15, 2010 and a copy was served upon the Employer by first class mail on July 16, 2010.

e. The first amended charge in Case 16-CA-27543 was filed by the Union on December 1, 2010, and a copy was served upon the Employer by first class mail on December 7, 2010.

**2.**

At all material times, the Employer, a Missouri corporation, with an office and place of business in Garland, Texas (Employer's Garland facility), and an office and place of business in Springfield, Ohio (Employer's Springfield facility), has been engaged in the interstate transportation of freight.

3.

During the twelve-month period ending November 30, 2010, a representative period, the Employer, in conducting its business operations described above in paragraph 2, derived gross revenues in excess of \$50,000 for the transportation of freight from the State of Texas directly to points outside the State of Texas.

4.

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

5.

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

6.

a. At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of the Union within the meaning of Section 2(13) of the Act.

Boysen Anderson

Automotive Coordinator

Mark Hammond

Business Representative

b. At all material times, Tom Duvall held the position of the Employer's President and has been a supervisor of the Employer within the meaning of Section 2(11) of the Act and an agent of the Employer within the meaning of Section 2(13) of the Act.

c. At all material times, Tom Jones has been a supervisor of the Employer within the meaning of Section 2(11) of the Act and an agent of the Employer within the meaning of Section 2(13) of the Act.

7.

a. The following employees of the Employer's Garland facility (Garland Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**Included:** All yard workers, shop workers, utility workers and drivers who are domiciled and employed by the Employer at its Terminal facility in Garland Texas.

**Excluded:** All confidential employees, office clerical employees, supervisors, and guards as defined in the National Labor Relations Act, as amended, and all other employees.

b. The following employees of the Employer's Springfield, Ohio facility, herein called the Springfield Unit, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

**Included:** All yard workers, shop workers, utility workers and drivers who are domiciled and employed by the Employer at its Terminal facility in Springfield, Ohio.

**Excluded:** All confidential employees, office clerical employees, supervisors, and guards as defined in the National Labor Relations Act, as amended, and all other employees.

8.

a. Since January 2010, and at all material times thereafter, the Union has been the exclusive bargaining representative of the Garland Unit, and since then, the Union has been recognized as such representative by the Employer. This recognition has been embodied in a recognition agreement dated January 21, 2010.

b. Since January 2010, and at all material times thereafter, the Union has been the exclusive bargaining representative of the Springfield Unit, and since then, the Union has been recognized as such representative by the Employer. This recognition has been embodied in a recognition agreement dated January 21, 2010.

**9.**

a. Since on or about January 21, 2010, the Union, by virtue of Section 9(a) of the Act, has been the exclusive bargaining representative of the Garland Unit.

b. Since on or about January 21, 2010, the Union, by virtue of Section 9(a) of the Act, has been the exclusive bargaining representative of the Springfield Unit.

**10.**

a. On or about January 21, 2010, the Employer and the Union reached complete agreement on terms and conditions of employment of the Garland and Springfield Units to be incorporated in a collective-bargaining agreement with an expiration date of September 30, 2011.

b. Since on or about January 21, 2010, the Employer and the Union signed letters of agreement embodying the agreements described in paragraph 10a.

c. On or about February 13, 2010, the Garland Unit voted to ratify the agreement described in paragraphs 10a and 10b.

d. On or about March 6, 2010, the Springfield Unit voted to ratify the agreement described in paragraphs 10a and 10b.

**11.**

a. On or about February 13, 2010, the Employer and the Union entered into a collective-bargaining agreement with respect to terms and conditions of employment of the Garland Unit, which agreement was to remain in effect until September 30, 2011.

b. On or about March 6, 2010, the Employer and the Union entered into a collective-bargaining agreement with respect to terms and conditions of employment of the Springfield Unit, which agreement was to remain in effect until September 30, 2011.

**12.**

a. Since on or about May 24, 2010, and on numerous occasions thereafter, the Union has threatened to engage in a strike against the Employer at its Garland, Texas facility.

b. Since on or about May 24, 2010, and on numerous occasions thereafter, the Union has threatened to engage in a strike against the Employer at its Springfield, Ohio facility.

c. The Union engaged in the conduct described above in paragraphs 12a and 12b in an effort to modify or terminate the agreement described above in paragraphs 10 and 11.

d. The terms and conditions of employment, described above in paragraphs 11a and 11b, are mandatory subjects for the purpose of collective bargaining.

**13.**

On or about May 11, 2010, the Union, by electronic mail, requested that the Employer furnish the Union with the following information:

a. The names of each TruckMovers driver dispatched on the units referenced in the Employer's May 7 e-mail.

- b. The destination and mileage for each unit dispatched to TruckMovers drivers referenced in the Employer's May 7 e-mail.
- c. Don Houk's primary employer.
- d. Don Houk's job title.
- e. The name(s) of the person(s) who authorized Don Houk to dispatch to TruckMovers drivers the units referenced in the Employer's May 7 e-mail.
- f. An explanation in detail of the "system assignment" referenced in the Employer's May 7 e-mail.
- g. All e-mails, transcripts, faxes, telecommunications and other documentation from customers to support the units dispatched to TruckMovers drivers and referenced in the Employer's May 7 e-mail.
- h. The names of each IronTiger driver dispatched on the units referenced in the Employer's May 7 e-mail.
- i. The destination and mileage for each unit dispatched to IronTiger drivers referenced in the Employer's May 7 e-mail.
- j. All e-mails, transcripts, faxes, telecommunications and other documentation from customers to supports the units dispatched to IronTiger drivers and referenced in the Employer's May 7 e-mail.

**14.**

The information requested by the Union, as described above in paragraph 13, is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the Units.

**15.**

Since about May 11, 2010, the Employer has failed to timely furnish the Union with the information requested by it as described above in paragraph 13.

**16.**

By the conduct described above in paragraph 12, the Union has been failing and refusing to bargain collectively and in good faith with an employer within the meaning of Section 8(d) of the Act in violation of Section 8(b)(3) of the Act.

**17.**

By the conduct described above in paragraph 12, the Union has been violating Section 8(d) of the Act.

**18.**

By the conduct described above in paragraphs 13 through 15, the Employer has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(5) and (1) of the Act.

**19.**

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

**WHEREFORE**, as part of the remedy for the unfair labor practices alleged above in paragraphs 13, 14, 15, and 18, the Acting General Counsel seeks an order requiring that Respondent promptly e-mail the notice to employees consistent with Employer's normal method of communicating with employees.

**ANSWER REQUIREMENT**

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this office on or before January 5, 2011 or postmarked on or before January 4, 2011**. Unless filed electronically in a pdf format, Respondent should file an original and four copies of the answer with this office.

An answer may also be filed electronically by using the E-Filing system on the Agency's website. In order to file an answer electronically, access the Agency's website at <http://www.nlr.gov>, click on the E-Gov tab, select E-Filing, and then follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the document need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing.

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

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE** that on March 28, 2011, at 9:00 a.m. at the Regional Office of the National Labor Relations Board located 819 Taylor Street, Suite 8A24, Fort Worth, Texas, 76102 and on consecutive days thereafter until concluded, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above complaint, at which time and place you will have the right to appear in person, or otherwise, and give testimony regarding the allegations in this complaint. The procedures to be followed at this hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

**DATED** at Fort Worth, Texas, this 22<sup>nd</sup> day of December, 2010.

*/s/ Martha Kinard*  
**Martha Kinard**  
**Regional Director**  
**National Labor Relations Board**  
**Region 16**  
**Room 8A24, Federal Office Bldg.**  
**819 Taylor Street**  
**Fort Worth, TX 76102**

UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

NOTICE

Case No. 16-CA-27543

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements **will not be granted** unless good and sufficient grounds are shown **and** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in **detail**;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; **and**
- (5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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**SUMMARY OF STANDARD PROCEDURES IN FORMAL HEARINGS HELD  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
IN UNFAIR LABOR PRACTICE PROCEEDINGS PURSUANT TO  
SECTION 10 OF THE NATIONAL LABOR RELATIONS ACT**

The hearing will be conducted by an administrative law judge of the National Labor Relations Board who will preside at the hearing as an independent, impartial finder of the facts and applicable law whose decision in due time will be served on the parties. The offices of the administrative law judges are located in Washington, DC; San Francisco, California; New York, N.Y.; and Atlanta, Georgia.

At the date, hour, and place for which the hearing is set, the administrative law judge, upon the joint request of the parties, will conduct a "prehearing" conference, prior to or shortly after the opening of the hearing, to ensure that the issues are sharp and clearcut; or the administrative law judge may independently conduct such a conference. The administrative law judge will preside at such conference, but may, if the occasion arises, permit the parties to engage in private discussions. The conference will not necessarily be recorded, but it may well be that the labors of the conference will be evinced in the ultimate record, for example, in the form of statements of position, stipulations, and concessions. Except under unusual circumstances, the administrative law judge conducting the prehearing conference will be the one who will conduct the hearing; and it is expected that the formal hearing will commence or be resumed immediately upon completion of the prehearing conference. No prejudice will result to any party unwilling to participate in or make stipulations or concessions during any prehearing conference.

*(This is not to be construed as preventing the parties from meeting earlier for similar purposes. To the contrary, the parties are encouraged to meet prior to the time set for hearing in an effort to narrow the issues.)*

Parties may be represented by an attorney or other representative and present evidence relevant to the issues. All parties appearing before this hearing who have or whose witnesses have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this hearing need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, should notify the Regional Director as soon as possible and request the necessary assistance.

An official reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the administrative law judge for approval.

All matter that is spoken in the hearing room while the hearing is in session will be recorded by the official reporter unless the administrative law judge specifically directs off-the-record discussion. In the event that any party wishes to make off-the-record statements, a request to go off the record should be directed to the administrative law judge and not to the official reporter.

Statements of reasons in support of motions and objections should be specific and concise. The administrative law judge will allow an automatic exception to all adverse rulings and, upon appropriate order, an objection and exception will be permitted to stand to an entire line of questioning.

All exhibits offered in evidence shall be in duplicate. Copies of exhibits should be supplied to the administrative law judge and other parties at the time the exhibits are offered in evidence. If a copy of any exhibit is not available at the time the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the administrative law judge before the close of hearing. In the event such copy is not submitted, and the filing has not been waived by the administrative law judge, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

Any party shall be entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. In the absence of a request, the administrative law judge may ask for oral argument if, at the close of the hearing, it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.

In the discretion of the administrative law judge, any party may, on request made before the close of the hearing, file a brief or proposed findings and conclusions, or both, with the administrative law judge who will fix the time for such filing. Any such filing submitted shall be double-spaced on 8½ by 11 inch paper.

Attention of the parties is called to the following requirements laid down in Section 102.42 of the Board's Rules and Regulations, with respect to the procedure to be followed before the proceeding is transferred to the Board:

No request for an extension of time within which to submit briefs or proposed findings to the administrative law judge will be considered unless received by the Chief Administrative Law Judge in Washington, DC (or, in cases under the branch offices in San Francisco, California; New York, New York; and Atlanta, Georgia, the Associate Chief Administrative Law Judge) at least 3 days prior to the expiration of time fixed for the submission of such documents. Notice of request for such extension of time must be served simultaneously on all other parties, and proof of such service furnished to the Chief Administrative Law Judge or the Associate Chief Administrative Law Judge, as the case may be. A quicker response is assured if the moving party secures the positions of the other parties and includes such in the request. All briefs or proposed findings filed with the administrative law judge must be submitted in triplicate, and may be printed or otherwise legibly duplicated with service on the other parties.

In due course the administrative law judge will prepare and file with the Board a decision in this proceeding, and will cause a copy thereof to be served on each of the parties. Upon filing of this decision, the Board will enter an order transferring this case to itself, and will serve copies of that order, setting forth the date of such transfer, on all parties. At that point, the administrative law judge's official connection with the case will cease.

The procedure to be followed before the Board from that point forward, with respect to the filing of exceptions to the administrative law judge's decision, the submission of supporting briefs, requests for oral argument before the Board, and related matters, is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be served on the parties together with the order transferring the case to the Board.

Adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations. If adjustment appears possible, the administrative law judge may suggest discussions between the parties or, on request, will afford reasonable opportunity during the hearing for such discussions.