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

MV TRANSPORTATION, INC.

and Case 4-CA-063478

TRANSPORT WORKERS UNION OF
PHILADELPHIA, LOCAL 234

Patricia Garber, Esq., for the General Counsel.
Bernard P. Jeweler and *John Bosesta, Esqs.*
(Ogletree, Deakins, Nash, Smoak & Stewart, P.C.),
Of Washington, D.C., for the Respondent.
Claiborne S. Newlin, Esq. (Meranze and Katz),
Of Philadelphia, Pennsylvania, for the Charging Party.

DECISION

STATEMENT OF THE CASE

MICHAEL A. ROSAS, Administrative Law Judge. This case was tried in Philadelphia, Pennsylvania, on June 18, 2012. The Transport Workers Union of Philadelphia Local 234 (Local 234) filed the initial charge on August 26, 2011,[1] and an amended charge on March 28, 2012; the General Counsel issued the complaint on April 9, 2012. The complaint alleges that MV Transportation, Inc. (the Company or Employer) violated Section 8(a)(1) and (2) of the National Labor Relations Act (the Act)[2] on or about July 30, 2011, by rendering unlawful assistance and support to the United Independent Union Local 1 (Local 1) notwithstanding that Local 1 ceased to be the lawfully recognized exclusive collective-bargaining representative of the Company's full-time and part-time drivers and aides. The Company does not contest jurisdiction or the material facts.[3] It denies, however, that the allegations rise to the level of an unfair labor practice violation.

[1] All dates are 2011 unless otherwise indicated.
[2] 29 U.S.C. Secs. 151–169
[3] The General Counsel's trial motion to amend par. 6(h) by changing 2012 to 2011 was granted without objection.

On the entire record,[4] including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Company, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Company, a corporation, with a facility in Philadelphia, Pennsylvania, is engaged in providing passenger transportation services for the Southeastern Pennsylvania Transportation Authority (SEPTA), where it annually receives gross revenues in excess of $5000 directly from points outside the Commonwealth of Pennsylvania. The Company 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 Local 234 is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Company's Prior Relationship with Local 1

The Company, with its principal office located in Fairfield, California, is the largest provider of paratransit services throughout the country. Its primary services consist of paratransit transportation to disabled and elderly passengers, but also include fixed route and school bus transportation. On August 11, 2008, the Company entered into a contract with SEPTA to provide paratransit services in Philadelphia County.[5] Utilizing vehicles leased from SEPTA, the Company provided 49 daily tours in Philadelphia County. A similar contract awarded by SEPTA to the Company in 2008 provided an additional 13 tours in neighboring Bucks County. By July 2011, the Company employed approximately 110 drivers and 20 attendants in connection with the 2008 contracts. All of those employees operated out of the Company's location on Wheatsheaf Lane in Philadelphia.[6]

The Company's employees under the 2008 contracts were represented by Local 1. On June 1, 2009, the Company entered into, and has since maintained and enforced, a 3-year collective-bargaining agreement (the CBA) with Local 1 containing, inter alia, the following provisions:[7]

> ARTICLE I – UNION RECOGNITION
>
> The Employer recognizes [Local 1] as the sole and exclusive bargaining agent for its employees. The Employer agrees that all types of work performed by the employees covered by this agreement is recognized as coming within the jurisdiction of [Local 1] and shall be performed by employees of the Employer covered by this agreement only.

[4] The General Counsel's unopposed Motion to Correct Transcript is granted.

[5] GC Exh. 2.

[6] The employment listings received in evidence do not clearly delineate the number of Company employees as of July 2011. (R. Exh. 1; GC Exh. 17.) However, the parties do not dispute the accuracy of Company general manager Brian Hastings' testimony as to the number of employees working in connection with the 2008 contracts in July 2011. (Tr. 17.)

[7] GC Exh. 3.

> The Employer further agrees that this Agreement shall be binding upon the successors and assignees of the parties here to . . .
>
> ARTICLE 11 – UNION SECURITY
>
> It shall be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth (30) day following the beginning of such employment, become and remain members in good standing of [Local 1] or tender to [Local 1] the initiation fees and periodic dues that are obligations of members. All clauses shall apply to the Employer and [its] successors and assigns.
>
> ARTICLE IV – CHECK-OFF
>
> The Employer agrees to deduct [Local 1] dues and Initiation fees from all employees on a bi-weekly basis and forward promptly to [Local 1] all uniformly required initiation fees and all dues on a monthly basis, from an employee who has voluntarily notified the Company, in writing, of his desire and authorization for the Company to make such deductions. . . . The Employer shall remit fees and dues to Local 1] by the 15th day of each month.

B. The Company's New SEPTA Contract

Since at least October 9, 2001, until July 28, 2011, the Edens Corporation (Edens) had a contract with SEPTA to provide ADA paratransit and shared-ride program services on other routes within Philadelphia County. During that period, Local 234 had been the exclusive bargaining collective representative of Edens Corporations' full-time and regular part-time paratransit drivers.[8]

As Edens' contract with SEPTA was expiring on July 28, 2011, SEPTA solicited bids during the Spring of 2011 for the new contract (2011 contract). Edens and the Company were among the companies that submitted bids. Sometime in April 2011, the Company was awarded the contract for a 5 year term running from July 29, 2011, to July 28, 2016.[9]

Having lost her bid for contract renewal, Janet Edens, president of Edens, notified Local 234 on May 18, 2011 that the Company's Philadelphia operations at 1123 Adams Avenue would cease on or about July 29, 2011. She added that the 192 employees at that location would be permanently separated on that date.[10]

Realizing that the transit routes to be covered under the new Philadelphia area contract would require it to hire approximately additional 180 employees, the Company's general manager, Brian Hastings, quickly hired Vincent Pisatoro, a former Edens supervisor, as

[8] GC Exh. 14–15.

[9] There is no documentary evidence as to when the Company was notified that it was awarded the contract, but Hastings' credibly testified he was learned that his bid was successful approximately 90 days prior to the contract commencement, which I construe to be sometime in April. (Tr. 21; GC Exh. 4.)

[10] GC Exh. 16.

operations manager.[11] Company officials then approached Edens' drivers during their tours and handed them flyers inviting them to apply. The flyers stated that "[i]f you wish to be considered for employment this may be your last chance to have your years of service honored."[12] Subsequently, the Company followed up with letters to Eden's drivers that had not yet applied with an additional application date of June 4 at the same location. His letter noted, in pertinent part, that "[a]ll drivers that transition to [the Company] will receive comparable wages based on seniority."[13]

From April through July 30, the Company hired 76 new drivers and attendants.[14] On August 1, the Company hired 5 more employees.[15] None of those employees had been previously employed by the Company, nor had they been members of either Local 1 or 234. At the same time, most of the Edens drivers were also applying to and being offered employment by the Company. On July 30, the first day following expiration of the Edens contract, the Company formally hired 83 former Edens employees. All of the former Edens employees had been members of Local 234.[16]

As of July 30, all of the Company's employees servicing routes within Philadelphia were all based out of the Company's Wheatsheaf Lane facility. From that central location, all drivers are supervised and assigned routes by 6 operations supervisors. Assigned routes are based on bid requests and seniority. All drivers are subject to the same employee handbook, job description, dress code, training and periodic evaluations.[17] They shared break rooms, wore identical uniforms, and are evaluated monthly.[18]

Moreover, upon being hired, the Company placed its new employees, including the former Edens drivers and the other newly hired employees, into the Local 1 bargaining unit, which was defined as follows:

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[11] The Company admits that both individuals were supervisors within the meaning of Section 2(11) and agents within the meaning of Section 2(13) of the Act.

[12] GC Exh. 5.

[13] GC Exh. 6.

[14] Hastings estimated that 67 new employees were hired prior to July 30 (Tr. 21.), while the General Counsel asserts that 75 new employees were hired during that period. (GC Brief at fn. 5.) In any event, the parties agree that R. Exh. 1, at pp. 4-9, provides the most reliable evidence as to when employees were hired. That document, produced in response to the General Counsel's subpoena, lists 76 employees under the new employee column designated as "MV5." One of those employees, Conrad McDowell, is listed with a hire date of April 4, which seems earlier than the point in time when hiring for the new contract occurred. (Tr. 21-23.) Nevertheless, there is no evidence that McDowell was previously employed on the Company's other two contracts, so I include him in the new employee hire count.

[15] Although the parties focused on the number of employees hired prior to the July 30 commencement date for the new contract, it should be noted that these 5 individuals were hired prior to August 3. (R. Exh. 1, pp. 5, 7-8.)

[16] The number of former Edens employees hired by the Company on July 30 is not disputed. (Tr. 26-27.)

[17] The Company's job description for the position of paratransit operator's did not change from that of the previous operator. (GC Exh. 8.)

[18] The parties do not dispute the similarity of work done by all employees as of July 30. (Tr. 41-47, 52-57.)

> All full-time and regular part-time drivers and aides employed by [the Company] and based at Wheatsheaf, excluding all other employees of [the Company], guards and supervisors as defined in the Act.

All employees were subjected to the Local 1 collective bargaining agreement, and union dues were deducted during the period of July 1, 2011, to June 1, 2012 and remitted to Local 1 pursuant to the union-security clause.[19]

C. Local 234's Request for Recognition

As of August 3, 2011, the Company employed approximately 294 drivers in the greater Philadelphia area. Of these, 130 were employees who were represented by Local 1 prior to the 2011 Philadelphia Agreement, 81 were new hires who were not previously represented by any union, and 83 were former Eden's employees who were previously represented by Local 234 and started work with the Company on or after July 30, 2011.[20]

On August 3, 2011, counsel for Local 234 wrote to the Company explaining its representative relationship to the former Edens employees, and requested recognition and commencement of bargaining:

> "It is our understanding that you have hired a representative complement of employees to perform the work formerly performed by Edens and that more than half of the hired employees are represented by TWU Local 234. Consequently, we request that you immediately contact us and provide dates to commence bargaining a new collective bargaining agreement to cover this newly acquired work."[21]

By letter, dated August 16, counsel for the Company rejected Local 234's claim that it was "a successor to Edens Corporation:

> The routes you refer to constitute an expansion of MV's existing unionized operation in the City of Philadelphia. Those routes are fully integrated with others that MV has operated for years. MV's drivers and attendants are represented by the United Independent Union, Local 1. Consequently, MV has no bargaining obligation with your Union.[22]

[19] GC Exhs. 7, 11.

[20] As previously noted, the parties focused on the number of employees hired as of July 30, the commencement date of the new contract. However, as the issue revolves around Local 234's request on August 3, I rely on the number of employees hired by the Company as of that date. The difference in relying on the latter is a complement of 5 additional new and unrepresented employees – 81 instead of 76. (Tr. 26–28, 74–78.)

[21] GC Exh. 12.

[22] GC Exh. 13.

III. Legal Analysis

The General Counsel and Local 234 allege that the Company violated 8(a)1 and (2) of the Act by continuing to recognize Local 1 as the bargaining representative of its drivers and aides in the Philadelphia area after Local 234, which represented 83 former Edens' employees on the previous contract, requested recognition on August 3, 2011. The Company denies the allegations and contends that it lawfully accreted 83 former Edens' employees into the Company's larger, existing unit of employees represented by Local 1, which unit was previously expanded by the addition of approximately 81 formerly unrepresented drivers.

A. The Appropriate Bargaining Unit

In determining whether a unit is appropriately representative of the employees sought to be accreted, the Board applies a community of interest test, which considers many of the same factors relevant to unit determinations in initial representation cases. *E.I. du Pont de Nemours & Co.*, 341 NLRB 607 (2004); *Safety Carrier, Inc.,* 306 NLRB 960, 969 (1992); *Compact Video Services*, 284 NLRB 117, 119 (1987). These factors include: integration of operations, centralized control of management and labor relations, geographic proximity, similarity of terms and conditions of employment, similarity of skills and functions, physical contact among employees, collective-bargaining history, degree of separate daily supervision, and degree of employee interchange. Ibid*; Archer Daniels Midland Co.,* 333 NLRB 673, 675 (2001). Essentially, both parties agree that there is only one single and appropriate unit for all of the drivers and aides at the Company.

Application of the community-of-interest test confirms the appropriateness of this single unit. All employees are based at the Wheatsheaf facility, possess the same skills, are subject to the same route assignment protocol based on seniority, have common supervisors and can all be assigned any of the Company's contracted routes. Drivers share a break room, locker facilities, are covered by the same employee handbook, wear identical uniforms and are evaluated monthly by common supervisors. See, e.g. *Dean Transportation,* 350 NLRB 48, 59 (2007), enfd. 551 F.3d 1055 (D.C. Cir. 2009) (appropriate unit found where single location, same wage and benefit structure, centralized operations, common supervisors, seniority provisions, and route dispatcher for all employees).

B. Accretion Analysis

An accretion occurs where a relatively small related operation is included or added to the coverage of a collective-bargaining unit involving a larger group of employees, and will be applied restrictively since it deprives the new employees of the opportunity to express their desires regarding membership in the existing unit. *Hudson Berlind Corp.,* 203 NLRB 421, 422 (1973), enf. 494 F.2d 1200 (2d Cir. 1974), cert. denied 419 U.S. 897 (1974); *Westinghouse Electric v. NLRB,* 440 F.2d 7, 11 (2d Cir. 1971); *Save-It Discount Foods*, 263 NLRB 689, 693 (1982); *Frontier Telephone of Rochester*, 344 NLRB 1270, 1271 (2005). One aspect of this longstanding restrictive policy has been to permit accretion "only when the employees sought to be added to an existing bargaining unit have little or no separate identity *and* share an overwhelming community of interest with the preexisting unit to which they are accreted." *E.I.*

du pont Nemours & Co., supra at 608 quoting *Ready Mix USA, Inc.*, 340 NLRB 946, 954 (2003); *Frontier Telephone,* supra at 1271.

An accretion analysis here involves three distinct groups of employees—Local 1 members, Local 234 members, and individuals unaffiliated with any union. Even though the circumstances warranted all employees hired by the Company as of July 30 being deemed to constitute one appropriate bargaining unit, it is clear that both Local 1 and 234 "retain[ed] distinct and individual identities" based on each of the groups' previous work experience and accompanying separate histories of representation. *E.I. du pont de Nemours & Co.,* supra at 608; *Renaissance Center Partnership,* 239 NLRB 1247, 1247–1248 (1979). Prior to the 2011 contract award, Local 1 was the majority representative of all the Company's drivers and aides pursuant to its collective-bargaining agreement with the Company. Local 234, on the other hand, represented Eden's drivers for 10 years until the July 30 changeover and the Company recognized the seniority rights acquired by those drivers through the Edens-Local 234 collective-bargaining agreement.

As for the 81 previously unaffiliated individuals, their status cannot be presumed to support either union. From the outset, when the Company was awarded the 2011 contract, it projected a doubling of the employee complement to cover the newly acquired routes commencing July 30. The unrepresented employees were hired on a rolling basis between April and July 30. These employees were not, however, assigned to any of the Company's preexisting routes upon their hire, and were only paid for training, orientation, and the processing of their personnel documentation in anticipation of the July 30 start date. Moreover, it was not until October 2012 that these unrepresented employees could be assigned to Company routes other than those under the 2011 contract. Therefore, notwithstanding the Company's requirement that the unrepresented employees join Local 1 prior to July 30, those employees could not have been deemed to have validly expanded the preexisting unit comprised of Local 1 members. Although members on paper of Local 1 prior to July 30, the formerly unrepresented employees did not share the same identity or overwhelming community of interest with Local 1 members as of that date. *E.I. du pont de Nemours & Co.,* supra at 608.

By August 3, several days after commencement of the 2011 contract, the Company had hired 164 new employees. Eighty-three of those employees were former Edens employees with membership in Local 234; the remaining 81 had no prior affiliation with either Local 1 or Local 234. That new contingent of 164 employees, with no previous membership in Local 1 outnumbered the 130 Local 1 members already employed by the Company. Therefore, by August 3, Local 1 members no longer constituted a majority of the bargaining unit and Local 1 ceased being the exclusive collective-bargaining representative of the unit. Notwithstanding that monumental change to the Company's workforce, it denied Local 234's request for representation and continued to maintain and enforce its agreement with Local 1.

By accreting the larger group of unrepresented new hires and Local 234 members into Local 1, the Company deprived the former of their rights to have their representation determined by the Board's processes, insuring their own freedom of selection. *Nott Co.,* 345 NLRB 396 (2005) (accretion improper where 14 unrepresented employees of employer's newly acquired business were merged with certified unit of 14 employees because the unit lost majority status by way of the acquisition); *Renaissance Center Partnership,* 239 NLRB 1247, 1247 (1979)

(unlawful where 67 previously unrepresented security guards were accreted into certified unit of 59 hotel employees); *Geo V. Hamilton, Inc.,* 289 NLRB 1335 (1988) (no accretion where unit merged with new operation lost majority status and there was a valid question concerning representation); *Massachusetts Electric,* 248 NLRB 155 (1980) (Board directed separate elections for each of four unit classifications where their consolidation by employer into a single, newly merged operation did not give any unit an overwhelming majority—10 into 21, 62 into 89, 4 into 4, and 37 into 33)*; Abbott-Northwestern Hospital,* 274 NLRB 1063, 1064 (1985) (unlawful where 63 unrepresented psychiatric assistants were accreted into certified unit of 9 psychiatric assistants following the employer's consolidation of two locations).

Based on the foregoing, the Company rendered unlawful assistance to a labor organization in violation of Section 8(a)(1) and (2) of the Act. *United Parcel Service,* 303 NLRB 326, 326–328 (1991), enf. 17 F.3d 1518 (D.C. Cir. 1994), cert. denied 513 U.S. 1076 (1995); *Safeway Stores, Inc.,* 276 NLRB 944, 948–954 (1985); *Brown Transport Corp.,* 296 NLRB 552 (1989).

Conclusions of Law

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

2. Local 1 and 234 are labor organizations within the meaning of Section 2(5) of the Act.

3. The Company rendered unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act by recognizing Local 1 as the exclusive representative of the employees in the newly-consolidated unit beginning July 30, and maintaining and enforcing its existing collective-bargaining agreement with Local 1 by requiring all employees to join Local 1 and pay union dues to Local 1 as a condition of employment with the Company.

4. The aforementioned unfair labor practices affected commerce within the meaning of Section 2(6) and (7) of the Act.

Remedy

Having found that the Company has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, I shall recommend that the Company rescind, if it has not already done so, the recognition accorded United Independent Union Local 1 as exclusive collective-bargaining representative of the drivers and aides employed its Wheatsheaf facility in Philadelphia, Pennsylvania. I shall further recommend that the Company cease giving effect to their collective-bargaining agreement as applied to the drivers and aides employed at the Wheatsheaf facility and that it make the employees whole for any dues or agency fees that it deducted from their wages and remitted to Local 1. I shall also recommend that the Company post the appropriate notices.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[23]

ORDER

The National Labor Relations Board orders that the Respondent, MV Transportation, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Giving unlawful assistance and support to the United Independent Union Local 1.

(b) Recognizing and bargaining with the United Independent Union Local 1 as the exclusive representative of drivers and aides employed in its Philadelphia, Pennsylvania bargaining units and requiring employees to join the United Independent Union Local 1 (Local 1) or pay dues to that labor organization and distributing to employees Local 1 membership applications and check off authorization forms when an uncoerced majority of the employees have not designated Local 1 to be their collective-bargaining representative.

(c) 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) Withdraw and withhold recognition from Local 1 as the representative of its employees unless and until the Union has been certified by the Board as their exclusive collective-bargaining representative.

(b) Make whole all former and present employees employed on or after July 30, 2011, at the Company's Wheatsheaf facility bargaining unit by reimbursing them for all initiation fees, dues, and other moneys which may have been withheld from them pursuant to the union-security provision in the Company's collective-bargaining agreement with, and remitted to, Local 1, with interest as provided in *New Horizons for the Retarded,* 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB No. 8 (2010), enf. denied on other grounds sub. nom. *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011), in amounts equal to the difference in taxes owed upon receipt of a lump-sum payment and taxes that would have been owed had there been no discrimination; and (2) submitting the appropriate documentation to the Social Security Administration to ensure that all payments are allocated to the applicable periods.

(c) 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

[23] 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.

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.

(d) Within 14 days after service by the Region, post at its Wheatsheaf facility in Philadelphia, Pennsylvania, copies of the attached notice marked "Appendix."[24] Copies of the notice, on forms provided by the Regional Director for Region 4, after being signed by the Company's authorized representative, shall be posted by the Company and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Company customarily communicates with its employees by such means. Reasonable steps shall be taken by the Company 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 Company has gone out of business or closed the facility involved in these proceedings, the Company shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Company at any time since July 30, 2011.

(e) Sign and return to the Regional Director sufficient copies of the notice for physical and/or electronic posting by MV Transportation, Inc., if willing, at all places or in the same manner as notices to employees are customarily posted.

(f) 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.

Dated, Washington, D.C. August 16, 2012

_____
MICHAEL A. ROSAS
Administrative Law Judge

[24] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT give unlawful assistance and support to United Independent Union Local 1.

WE WILL NOT recognize and bargain with United Independent Union Local 1 or any other union unless and until it has been certified by the Board as your exclusive collective-bargaining representative.

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

WE WILL withdraw and withhold recognition from United Independent Union Local 1 as the exclusive representative of employees in the following bargaining unless and until it has been certified by the Board as that unit's exclusive collective-bargaining representative:

All full-time and regular part-time drivers and aides employed by MV Transportation, Inc and based at Wheatsheaf, excluding all other employees of MV Transportation, Inc., guards and supervisors as defined in the Act.

WE WILL reimburse all former and present employees in the Wheatsheaf facility bargaining units for all initiation fees, dues, and other moneys which may have been withheld from them pursuant to the union-security provision in MV Transportation, Inc.'s collective-bargaining agreement with the United Independent Union Local 1, with interest.

MV TRANSPORTATION, 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.

615 Chestnut Street, 7th Floor, Philadelphia, PA 19106-4404

(215) 597-7601, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (215) 597-5354.