

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

DATE: September 27, 2012  
TO: Lester A. Heltzer  
Executive Secretary  
FROM: Paul J. Murphy  
Acting Regional Director, Region Three  
SUBJECT: ALLIED BARTON SECURITY SERVICES, LLC  
Cases 3-CA-078930



The Region previously electronically filed a Transmittal Memorandum and Recommendation for Approval of Bilateral Formal Settlement Stipulation in this case on September 24, 2012. Please disregard that submission and substitute this one.

Transmitted herewith are the following documents:

Recommendation for Approval of Bilateral Formal Settlement Stipulation Providing for a Board Order and Court of Appeals Judgment.

Formal Settlement Stipulation in Case 03-CA-078930

Exhibit A April 17, 2012 Unfair Labor Practice Charge and Affidavit of Service  
June 20, 2012 Amended Unfair Labor Practice Charge and Affidavit  
of Service

Exhibit B August 10, 2012 Complaint and Notice of Hearing and Affidavit of Service

Appendix A Notice to Employee

DATE: September 21, 2012

TO: Lester A. Heltzer  
Executive Secretary

FROM: Paul J. Murphy, Acting Regional Director  
Region Three, Buffalo, New York

RE: ALLIEDBARTON SECURITY SERVICES, LLC  
Case 03-CA-078930

RECOMMENDATION FOR APPROVAL OF BILATERAL FORMAL  
SETTLEMENT STIPULATION PROVIDING FOR A BOARD ORDER AND A  
COURT OF APPEALS JUDGMENT

The enclosed Bilateral Formal Settlement Stipulation, with Appendix A (Notice to Employees), attached, is submitted for approval by the Board, through the Office of the Executive Secretary, pursuant to General Counsel Memorandum 94-10, dated September 10, 1995.<sup>1</sup>

BACKGROUND

On April 17, 2012, Plant Protection Association National Local 210, herein the Union, filed a charge in Case 03-CA-078930, and amended the charge on June 20, 2012, alleging that AlliedBarton Security Services, LLC., herein the Respondent, violated Section 8(a)(1) and (5) of the National Labor Relations Act by refusing to bargain collectively with the Union as the exclusive bargaining representative of employees in the appropriate bargaining unit by unilaterally implementing changes to terms and conditions of employment as described below. As a result of the investigation, Region 3 issued a Complaint on August 15, 2012, alleging that Respondent violated Section 8(a)(1) and (5) of the Act.

The Region insisted on a formal settlement in view of the Region's previous determination in Case 03-CA-069288 that Respondent violated the Act, and

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<sup>1</sup> Representatives for the parties to the stipulation are: David Chapla, Director of Labor Relations for Respondent and James Wilk, Union President for the Charging Party.

Respondent's unlawful conduct in Cases 03-CA-078926, 03-CA-080126 and 03-CA-083471, set for hearing on October 3, 2012.

### THE STIPULATION

On September 13 and 18, 2012, respectively, the Respondent and the Union executed a formal settlement stipulation that provides for the entry of a Board order and an uncontested Court of Appeals judgment. Under the stipulation's terms, the Respondent agrees to cease and desist from the conduct alleged in the Complaint. The affirmative provisions of the formal settlement stipulation require that Respondent, upon request: bargain collectively and in good faith with the Union as the exclusive representative of the employees in the appropriate unit with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, and if an understanding is reached, reduce it to writing and sign it; rescind the change to the employee "leave post" policy implemented about January 23, 2012, and reinstate the terms and conditions of employment that existed before the unilateral change; rescind the change to the job duties of lead officers that require them to perform fire extinguisher checks implemented about March 2012, and reinstate the terms and conditions of employment that existed before the unilateral change; rescind the employee checkpoint push button system implemented about April 2012, and reinstate the terms and conditions of employment that existed before the unilateral change; rescind the change to the policy restricting the use of recording devices implemented about April 5, 2012; reinstate the terms and conditions of employment that existed before the unilateral change; post at its Ford Motor Company Stamping Plant location a copy of the attached Notice to Employees marked "Appendix A"; and within 21 days after service by the

Region, file with Regional Director a sworn certificate by a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

CONCLUSION

It is my opinion that the Bilateral Formal Settlement Stipulation, providing for a Board order, an uncontested Court of Appeals judgment, and a notice to employees, fully remedies the unfair labor practices alleged in the Complaint, and that it will effectuate the policies of the Act to approve it. Accordingly, it is recommended that the Board approve the Bilateral Formal Settlement Stipulation.

Attachments: Bilateral Formal Settlement Stipulation and Exhibits A  
and B, with Appendix A (Notice to Employees)  
Transmittal Memo

cc: Richard Bock, Deputy Assistant General Counsel

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
THIRD REGION**

**ALLIEDBARTON SECURITY SERVICES, LLC**

**Respondent**

**and**

**Case 03-CA-078930**

**PLANT PROTECTION ASSOCIATION NATIONAL,  
LOCAL 104**

**Charging Party**

**SETTLEMENT STIPULATION**

**I. INTRODUCTION**

Through this formal settlement stipulation, the parties to this proceeding AlliedBarton Security Services, LLC (Respondent); Plant Protection Association National, Local 104 (Charging Party); and the General Counsel of the National Labor Relations Board agree that, upon approval of this stipulation by the National Labor Relations Board (the Board), a Board Order in conformity with its terms will issue and a court judgment enforcing the Order will be entered. The parties also agree to the following:

**II. JURISDICTION**

1) Respondent is a corporation, with an office and a place of business located in Buffalo, New York, where it is engaged in the provision of security services.

2) Annually, in conducting its operations described above, Respondent, performs services valued in excess of \$50,000 in states other than the State of New York.

3) Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

**III. LABOR ORGANIZATION STATUS**

The Plant Protection Association National, Local 104 is a labor organization within the meaning of Section 2(5) of the Act.

#### **IV. PROCEDURE**

1) FILING AND RECEIPT OF CHARGES. On April 17, 2012, the Charging Party filed a charge in Case 03-CA-078930, which was served by regular mail on Respondent on the same day. On June 20, 2012, the Charging Party filed an amended charge in Case 03-CA-078930, which was served by regular mail on Respondent on the same day. Respondent acknowledges receipt of the charge and amended charge.

2) ISSUANCE OF COMPLAINT On August 10, 2012, the Acting Regional Director for Region 3 of the Board issued a Complaint and Notice of Hearing in Case 03-CA-078930, alleging that Respondent violated the National Labor Relations Act. Respondent and the Charging Party each acknowledge receipt of a copy of the Complaint and Notice of Hearing, which was served by certified mail on August 10, 2012.

3) WAIVER. All parties waive the following: (a) filing of answer; (b) hearing, (c) administrative law judge's decision; (d) filing of exceptions and briefs; (e) oral argument before the Board; (f) the making of findings of fact and conclusions of law by the Board; and (g) all other proceedings to which the parties may be entitled under the Act or the Board's Rules and Regulations.

4) THE RECORD. The entire record in this matter consists of the following documents: this stipulation; the charge; amended charge; and the Complaint and Notice of Hearing. Copies of the charge, amended charge, and the Complaint and Notice of Hearing are attached as Exhibits B through D.

5) ENTIRE AGREEMENT This stipulation constitutes the entire agreement between the parties and there is no agreement of any kind, verbal or otherwise, that alters or adds to it. It is understood that the signing of this stipulation by Respondent does not constitute an admission that it has violated the Act. It is further understood that the signing of this stipulation by Respondent does not prejudice it from agreeing to terms and conditions of employment in future collective-bargaining agreements with the Charging Party that are different from the terms and conditions of employment at issue herein.

6) SCOPE OF THE STIPULATION AND RESERVATION OF EVIDENCE. This stipulation settles only the allegations in the above-captioned case and does not constitute a settlement of any other cases or matters. It does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters which precede the date of the approval of this stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

7) EFFECTIVE DATE. This stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this stipulation and the documents constituting the record as described above. Once the Board has approved the stipulation, Respondent will immediately comply with the provisions of the order as set forth below.

## V. FACTS

The following facts are alleged in the complaint:

1 The following employees of Respondent, herein called the Unit, constitute a unit appropriate for collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time protective services officers employed by the Employer at Ford Motor Company's Buffalo Stamping Plant located at S-3663 Lake Shore Road, Buffalo, New York; excluding all office clerical employees, supervisors (including the site supervisor) as defined in the Act, and all non-guard employees.

2. About July 1, 2011, Ford Motor Company awarded Respondent the security services contract previously held by Guardsmark, Inc. (Guardsmark), and since then Respondent has continued to perform the services previously performed by Guardsmark in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Guardsmark.

3. Based on the operations described above in paragraph V.2, Respondent has continued the employing entity and is a successor to Guardsmark.

4. On October 2, 2007, the National Labor Relations Board certified the Union as the exclusive collective-bargaining representative of the Unit employed by Guardsmark.

5. Since about July 1, 2011, based on the facts described above in paragraph V.2 and V.3, the Union has been the designated exclusive collective-bargaining representative of the Unit.

6. From about October 2, 2007 until about July 1, 2011, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Guardsmark.

7. At all times since about July 1, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

8 About January 23, 2012, Respondent changed the employee "leave post" policy

9. About March 2012, Respondent changed the job duties of lead officers by requiring them to perform fire extinguisher checks.

10. About April 2012, Respondent instituted a new employee checkpoint push button system.

11. About April 5, 2012, Respondent implemented a policy restricting the use of recording devices

12. The subjects set forth above in paragraph V.8 through V.11 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

13. Respondent engaged in the conduct described above in paragraphs V.8 through V.11 without first bargaining with the Union to an overall good-faith impasse.

14. By the conduct described above in paragraphs V.8 through 11 and V.13, Respondent 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)(1) and (5) of the Act.

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

## **VI. ORDER**

Based on this stipulation and the record as described above, and without any further notice of proceedings, the Board may immediately enter an order providing as follows:

Respondent, AlliedBarton Security Services, LLC, its officers, agents, successors and assigns, shall:

1. Cease and desist from:

- (a) Refusing to bargain collectively with Plant Protection Association National, Local 104 (the Union) as the exclusive representative of employees in the appropriate bargaining unit set forth below, by unilaterally implementing changes in terms and conditions of employment during negotiations for a collective-bargaining agreement in the absence of overall impasse on the entire agreement.

All full-time and regular part-time protective services officers employed by the Employer at Ford Motor Company's Buffalo Stamping Plant located at S-3663 Lake Shore Road, Buffalo,

New York; excluding all office clerical employees, supervisors (including the site supervisor) as defined in the Act, and all non-guard employees.

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

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

(a) Upon request, bargain collectively and in good faith with the Union as the exclusive representative of the employees in the appropriate unit described above with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, and if an understanding is reached, reduce it to writing and sign it.

(b) If requested by the Union, rescind the change to the employee "leave post" policy implemented about January 23, 2012, and reinstate the terms and conditions of employment that existed before the unilateral change.

(c) If requested by the Union, rescind the change to the job duties of lead officers that require them to perform fire extinguisher checks implemented about March 2012, and reinstate the terms and conditions of employment that existed before the unilateral change.

(d) If requested by the Union, rescind the employee checkpoint push button system implemented about April 2012, and reinstate the terms and conditions of employment that existed before the unilateral change.

(e) If requested by the Union, rescind the change to the policy restricting the use of recording devices implemented about April 5, 2012, and reinstate the terms and conditions of employment that existed before the unilateral change.

(f) Within 14 days of service by the Region, post at its Ford Motor Company Buffalo Stamping Plant location, a copy of the attached Notice to Employees marked "Appendix A." Copies of the notice, on forms provided by Region 3, after being signed by Respondent's authorized representative, shall be posted by Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted.

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

**VII. ENFORCEMENT OF ORDER**

The United States Court of Appeals for any appropriate circuit may, on application by the Board, enter its judgment enforcing the Order of the Board in the form set forth above. Respondent waives all defenses to the entry of the judgment, including compliance with the order of the Board and its right to receive notice of the filing of an application for the entry of such judgment, provided that the judgment is in the words set forth above. However, Respondent shall be required to comply with the affirmative provisions of the Board's Order after entry of the judgment only to the extent that it has not already done so.

ALLIED BARTON SECURITY SERVICES, LLC  
Respondent

By:  9-13-12  
Date  
David Chapla  
Director of Labor Relations  
Eight Tower Bridge  
161 Washington St., Suite 600  
Conshohocken, PA 19428

PLANT PROTECTION  
ASSOCIATION NATIONAL,  
LOCAL 104  
Charging Party

By:  9-18-12  
Date  
James Wilk, Union President  
70 Willardshire Rd  
Orchard Park, NY 14127

Approval recommended:

By:  9-18-12  
Date  
Patricia Petock, Field Examiner  
National Labor Relations Board – Region 3  
Niagara Center Building

Approved: Rhonda P. Ley

Rhonda P. Ley, Regional Director  
National Labor Relations Board – Region 3  
Niagara Center Building  
130 S. Elmwood Ave  
Buffalo, New York 14202

9/18/12  
Date

UNITED STATES OF AMERICA  
 NATIONAL LABOR RELATIONS BOARD  
**CHARGE AGAINST EMPLOYER**

INSTRUCTIONS:

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-078930	4/17/2012

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a Name of Employer ALLIEDBARTON SECURITY SERVICES, LLC		b. Tel. No. (716)852-0738
d Address (street, city, state ZIP code) 455 DELAWARE AVE, SUITE 101, BUFFALO, NY 14202-1514	e. Employer Representative KAREN CASE	c. Cell No.
		f. Fax No
i. Type of Establishment (factory, nursing home, hotel) manufacturing plant	j Principal Product or Service security	g e-Mail
		h. Dispute Location (City and State) Buffalo, NY
		k. Number of workers at dispute location 15

1 The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act

2 Basis of the Charge (*set forth a clear and concise statement of the facts constituting the alleged unfair labor practices*)

See Attached

3 Full name of party filing charge (*if labor organization, give full name, including local name and number*)

PLANT PROTECTION ASSOCIATION NATIONAL, LOCAL 104

4a Address (street and number, city, state, and ZIP code)

770 WILLARDSHIRE RD, ORCHARD PARK, NY 14127-2069

4b Tel No

(716)652-1160

4c Cell No

4d Fax No

4e e-Mail

5 Full name of national or international labor organization of which it is an affiliate or constituent unit (*to be filled in when charge is filed by a labor organization*)

6 DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

Tel No

(716)652-1160

Office, if any, Cell No

By   
 (signature of representative of person making charge)

JAMES S WILK

Print Name and Title

Date 4-16-12

Fax No

e-Mail

Address 770 WILLARDSHIRE RD,  
 ORCHARD PARK, NY 14127-2069

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)  
 PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq*. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes. 1-577277052

## ATTACHMENT

### Section 8(a)(5)

Since on or about January 23, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new electronics policy.

Since on or about January 23, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new employee "Leave Post" policy.

Since in or about late January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally changing the seniority rehire policy.

Since in or about late January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally changing the employee attendance policy.

Since on or about March 8, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally implementing and maintaining new employee work procedures including requiring employees to leave their standard work post to perform fire extinguisher checks.

Since in or about early April, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally implementing a new employee button system.

Since on or about April 5, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new audio and video device policy.

LEVEL 2C

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**ALLIED BARTON SECURITY SERVICES, LLC**

Charged Party

and

**PLANT PROTECTION ASSOCIATION  
NATIONAL, LOCAL 104**

Charging Party

**Case 03-CA-078930**

**AFFIDAVIT OF SERVICE OF CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, state under oath that on April 17, 2012, I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

KAREN CASE, District Manager  
ALLIED BARTON SECURITY SERVICES,  
LLC  
455 DELAWARE AVE  
SUITE 101  
BUFFALO, NY 14202-1514

April 17, 2012

\_\_\_\_\_  
Date

LANNY LEDERHOUSE, Designated  
Agent of NLRB

\_\_\_\_\_  
Name

/s/ LANNY LEDERHOUSE

\_\_\_\_\_  
Signature

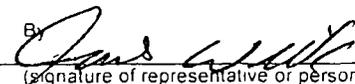
UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD

1<sup>st</sup> AMENDED CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
03-CA-078930	6/20/2012

INSTRUCTIONS:

File an original of this charge with NLRB Regional Director in which the alleged unfair labor practice occurred or is occurring

1 EMPLOYER AGAINST WHOM CHARGE IS BROUGHT		
a Name of Employer AlliedBarton Security Services, LLC	e Employer Representative Karen Case	b Tel No 716-852-0738 c Cell No f Fax No
d Address (street, city, state ZIP code) 455 Delaware Ave Suite 101 Buffalo, New York 14202	j Principal Product or Service security	h Dispute Location (City and State) Hamburg, New York k Number of workers at dispute location 15
i Type of Establishment (factory, nursing home, hotel) manufacturing plant	1 The above-named employer has engaged in and is engaging unfair labor practices within the meaning of section 8(a), subsections (1) and (5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act	
2 Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)		
SEE ATTACHED		
3 Full name of party filing charge (if labor organization give full name, including local name and number) Plant Protection Association National, Local 104		
ia Address (street and number, city, state, and ZIP code) 770 Willardshire Road, Orchard Park, NY 14127-2069	4b Tel No 4c Cell No 716-997-8511 4e e-Mail	
5 Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)		
6 DECLARATION I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.		Tel No
By  (signature of representative or person making charge)	James S Wilk Print Name and Title	Office, if any, Cell No 716-997-8511
Address 770 Willardshire Rd Orchard Park, NY 14127-2069	Date 6-15-12	Fax No e-Mail

WHILE FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary, however, failure to supply the information will cause the NLRB to decline to invoke its processes.

1-000000000

## ATTACHMENT

### Section 8(a)(5)

Since on or about January 23, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new electronics policy.

Since on or about January 23, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new employee "Leave Post" policy.

Since in or about late January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally changing the seniority rehire policy.

Since in or about late January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally changing the employee attendance policy.

Since on or about March 8, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally implementing and maintaining new employee work procedures including requiring employees to leave their standard work post to perform fire extinguisher checks.

Since in or about early April, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally implementing a new employee button system.

Since on or about April 5, 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment, by unilaterally maintaining and implementing a new audio and video device policy.

Since on or about January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by dealing directly with employees, including but not limited to, requiring employees to sign memos acknowledging changes to working conditions.

Since on or about January 2012, and at all times thereafter, it, by its officers, agents, and representatives, has refused to bargain collectively with Plant Protection Association National, Local 104, a labor organization chosen by a majority of its employees in an appropriate unit, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment by unilaterally changing terms and conditions of employment, including but not limited to, wiring the lighting in the security office to remain on, removing the security office chairs that fit under the desk and replacing them with chairs or stools that sit higher than the desk, removing one of two desks from the security office, removing the table and chairs from the officers' break room, cabling three chairs together outside of the security office to ensure that guards do not use them, removing or blocking access to the internet used for online classes and training for 1<sup>st</sup> and 3<sup>rd</sup> shift guards, requiring guards on the bridge to follow Ford employees, limiting access to the security vehicle for the 1<sup>st</sup> and 3<sup>rd</sup> shift officers, and removing the police/fire scanner from the security office

**UNITED STATES OF AMERICA**  
**BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**ALLIED BARTON**

Charged Party

and

**PLANT PROTECTION ASSOCIATION  
NATIONAL, LOCAL 104**

Charging Party

**Case 03-CA-078930**

**AFFIDAVIT OF SERVICE OF FIRST AMENDED CHARGE AGAINST EMPLOYER**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on June 20, 2012, I served the above-entitled document(s) by regular mail upon the following persons, addressed to them at the following addresses:

KAREN CASE, District Manager  
ALLIED BARTON  
455 DELAWARE AVE  
STE 101  
BUFFALO, NY 14202-1514

W. BRIAN HOLLADAY  
MARTENSON HASBROUCK & SIMON  
LLP  
3379 PEACHTREE RD NE  
STE 400  
ATLANTA, GA 30326-1020

June 20, 2012

\_\_\_\_\_  
Date

Lanny Lederhouse, Designated Agent of  
NLRB

\_\_\_\_\_  
Name

/s/ LANNY LEDERHOUSE

\_\_\_\_\_  
Signature

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
THIRD REGION**

**ALLIEDBARTON SECURITY SERVICES, LLC**

**and**

**Cases 03-CA-078930**

**PLANT PROTECTION ASSOCIATION  
NATIONAL, LOCAL 104**

**COMPLAINT AND NOTICE OF HEARING**

This Complaint and Notice of Hearing, which is based on a charge filed by Plant Protection Association National, Local 104 (Union), is issued pursuant to Section 10(b) of the National Labor Relations Act, 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board, and alleges that AlliedBarton Security Services, LLC (Respondent) has violated the Act by engaging in the following unfair labor practices:

**I**

(a) The charge in Case 03-CA-078930 was filed by the Union on April 17, 2012, and a copy was served by regular mail on Respondent on the same date.

(b) The amended charge in Case 03-CA-078930 was filed by the Union on June 20, 2012, and a copy was served by regular mail on Respondent on the same date.

**II**

(a) At all material times, Respondent, a corporation with an office and place of business located in Buffalo, New York, has been engaged in the provision of security services.

(b) In conducting its operations described above in paragraph II(a), Respondent annually performs services valued in excess of \$50,000 in states other than the State of New York.

### III

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

### IV

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

### V

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Byron Okelberry	--	Account Manager
Karen Healy-Case	--	Area Manager

### VI

The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time protective services officers employed by the Employer at Ford Motor Company's Buffalo Stamping Plant located at S-3663 Lake Shore Road, Buffalo, New York; excluding all office clerical employees, supervisors (including the site supervisor) as defined in the Act, and all non-guard employees.

## VII

(a) About July 1, 2011, Ford Motor Company awarded Respondent the security services contract previously held by Guardsmark, Inc. (Guardsmark), and since then Respondent has continued to perform the services previously performed by Guardsmark in basically unchanged form, and has employed as a majority of its employees individuals who were previously employees of Guardsmark.

(b) Based on the operations described above in paragraph VII(a), Respondent has continued the employing entity and is a successor to Guardsmark.

## VIII

(a) On October 2, 2007, the National Labor Relations Board certified the Union as the exclusive collective-bargaining representative of the Unit employed by Guardsmark.

(b) Since about July 1, 2011, based on the facts described above in paragraph VII(a) and (b), the Union has been the designated exclusive collective-bargaining representative of the Unit.

## IX

(a) From about October 2, 2007 until about July 1, 2011, based on Section 9(a) of the Act, the Union had been the exclusive collective-bargaining representative of the Unit employed by Guardsmark.

(b) At all times since about July 1, 2011, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of Respondent's employees in the Unit.

## X

(a) About January 23, 2012, Respondent changed the employee "leave post" policy.

(b) About March 2012, Respondent changed the job duties of lead officers by requiring them to perform fire extinguisher checks.

(c) About April 2012, Respondent instituted a new employee checkpoint push button system.

(d) About April 5, 2012, Respondent implemented a policy restricting the use of recording devices.

(e) The subjects set forth above in paragraph X(a) through (d) relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

(f) Respondent engaged in the conduct described above in paragraph X(a) through (d) without first bargaining with the Union to an overall good-faith impasse.

## XI

By the conduct described above in paragraph X(a) through (d) and (f), Respondent 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)(1) and (5) of the Act.

## XII

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

### **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 amended consolidated complaint. The answer must be **received by this office on or before August 24, 2012, or postmarked on or before August 23, 2012.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to [www.nlr.gov](http://www.nlr.gov), click on **File Case Documents**, enter the NLRB Case Number, and 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 answer 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 continue to 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 still be accomplished by means allowed under 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 a Motion for Default Judgment, that the allegations in the amended consolidated complaint are true.

**NOTICE OF HEARING**

**PLEASE TAKE NOTICE THAT on October 3, 2012, at 10:00 a.m.**, in the Hearing Room at the Niagara Center Building, 130 South Elmwood Avenue, Suite 630, Buffalo, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this amended consolidated complaint. The procedures to be followed at the 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 Buffalo, New York this 10th day of August, 2012.

/s/MICHAEL J. ISRAEL  
**MICHAEL J. ISRAEL, Acting Regional Director**  
**National Labor Relations Board – Region 3**  
Niagara Center Building  
130 S. Elmwood Avenue, Suite 630  
Buffalo, New York 14202

Attachments

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION 3

ALLIEDBARTON SECURITY SERVICES, LLC

and

Case 03-CA-078930

PLANT PROTECTION ASSOCIATION  
NATIONAL, LOCAL 104

**AFFIDAVIT OF SERVICE OF COMPLAINT AND NOTICE OF HEARING**

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on **August 10, 2012**, I served the above-entitled document(s) by **certified or regular mail**, as noted below, upon the following persons, addressed to them at the following addresses:

KAREN CASE  
ALLIED BARTON  
455 DELAWARE AVE  
STE 101  
BUFFALO, NY 14202-1514

**CERTIFIED MAIL**  
**7006-3450-0001-2785-4215**  
**RETURN RECEIPT REQUESTED**

MATTHEW D. CRAWFORD , ESQ.  
MARTENSON HASBROUCK & SIMON  
LLP  
3379 PEACHTREE RD NE  
STE 400  
ATLANTA, GA 30326-1020

**REGULAR MAIL**

JAMES S. WILK , President  
PLANT PROTECTION ASSOCIATION  
NATIONAL, LOCAL 104  
770 WILLARDSHIRE RD  
ORCHARD PARK, NY 14127-2069

**CERTIFIED MAIL**  
**7006-3450-0001-2785-6776**  
**RETURN RECEIPT REQUESTED**

August 10, 2012

JULIO GONZALEZ, Designated Agent of  
NLRB

Date

Name

/S/JULIO GONZALEZ

Signature

Appendix A

NOTICE TO EMPLOYEES

Posted Pursuant to an Order of the  
National Labor Relations Board  
An Agency of the United States Government

PURSUANT TO A FORMAL SETTLEMENT STIPULATION PROVIDING FOR  
A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED  
STATES COURT OF APPEALS

**THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:**

- To form, join, or assist a union,
- To choose representatives to bargain with us on your behalf;
- To act together with other employees for your benefit and protection,
- To choose not to engage in any of these protected activities

**WE WILL NOT** do anything which interferes with, restrains or coerces you with respect to these rights. More specifically,

**WE WILL NOT** refuse to bargain collectively with Plant Protection Association National, Local 104 ("Union") as the exclusive representative of employees in the appropriate unit set forth below by unilaterally implementing changes in terms and conditions of employment during negotiations for a collective-bargaining agreement in the absence of an overall good-faith impasse, specifically,

**WE WILL NOT** unilaterally change employee "leave post" policies, change job duties of lead officers, institute new employee checkpoint push button systems or implement a policy restricting the use of recording devices

**WE WILL NOT** in any similar way violate your exercise of any of the rights stated above

**WE WILL**, upon request by the Union, rescind the change to the employee "leave post" policies, implemented about January 23, 2012, and reinstate the terms and conditions of employment that existed before the unilateral change

**WE WILL**, upon request by the Union, rescind the change to the job duties of lead officers that requires them to perform fire extinguisher checks, implemented about March 2012, and reinstate the terms and conditions of employment that existed before the unilateral change

**WE WILL**, upon request by the Union, rescind the employee checkpoint push button system implemented about April 2012, and reinstate the terms and conditions of employment that existed before the unilateral change

**WE WILL**, upon request by the Union, rescind the change to the policy restricting the use of recording devices implemented about April 5, 2012, and reinstate the terms and conditions of employment that existed before the unilateral change

**WE WILL**, upon request, bargain collectively with the Union as the exclusive representative of employees in the following unit with respect to rates of pay, wages, hours of employment and other conditions of employment

**The appropriate bargaining unit is:**

All full-time and regular part-time protective services officers employed by the Employer at Ford Motor Company's Buffalo Stamping Plant located at S-3663 Lake Shore Road, Buffalo, New York; excluding all office clerical employees, supervisors (including the site supervisor) as defined in the Act, and all non-guard employees

**ALLIEDBARTON SECURITY SERVICES, LLC**  
(Employer)

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
(Representative) (Title)