

**UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT**

NATIONAL LABOR RELATIONS BOARD)

Petitioner/Cross-Respondent)

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES)
AND TECHNICIANS, COMMUNICATIONS WORKERS OF)
AMERICA, AFL-CIO, LOCAL 31)

Intervenors)

v.)

CNN AMERICA, INC.)

Respondent/Cross-Petitioner)

ORIGINAL

Nos. 15-1112,
15-1209

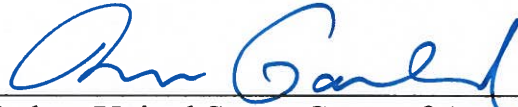
JUDGMENT

Before: GARLAND, *Chief Judge*, and KAVANAUGH and PILLARD, *Circuit Judges*

THIS CAUSE came to be heard upon the application for enforcement of the National Labor Relations Board and cross-petition for review by CNN America, Inc. the Board's order dated September 15, 2014, in Case Nos. 05-CA-031828 and 05-CA-033125. The Court heard argument of all parties and has considered the briefs and agency record filed in this cause. On August 4, 2017, the Court, being fully advised in the premises, handed down its opinion granting in part the application for enforcement of the National Labor Relations Board and granting in part the cross-petition of CNN America, Inc. In conformity therewith, it is hereby

ORDERED AND ADJUDGED by the Court that CNN America, Inc., its officers, agents, including Turner Broadcasting Systems, its officers, agents, and

their successors and assigns, shall abide by said order (See Attached Order and Appendix).



Judge, United States Court of Appeals
for the District of Columbia Circuit



Judge, United States Court of Appeals
for the District of Columbia Circuit



Judge, United States Court of Appeals
for the District of Columbia Circuit

ENTERED: November 9, 2017

NATIONAL LABOR RELATIONS BOARD

v.

CNN AMERICA, INC.

CNN America, Inc., its officers, agents, including Turner Broadcasting Systems, its officers, agents, and their successors and assigns, shall

1. Cease and desist from

- (a) Failing to hire bargaining unit employees of Team Video Services (TVS) its predecessor employer at the Washington, DC (DC) and New York, New York (NYC) bureaus because of their union-represented status in TVS' operation; or because of their union activities and membership; or otherwise discriminating against these employees to avoid having to recognize and bargain with NABET Local 11 and NABET Local 31 (the Union).
 - (b) Refusing to comply with the collective-bargaining agreements between TVS and the Union at both the DC and the NYC bureaus.
 - (c) Refusing to recognize and bargain in good faith with the Union as the exclusive collective-bargaining representatives of its employees in the bargaining units recognized by TVS at both the DC and the NYC bureaus.
 - (d) Unilaterally limiting the number of TVS bargaining unit employees it hired, and changing the wages, hours, and other terms and conditions of employment of those it hired and the work that they previously performed or functionally equivalent work, without giving the Union notice and an opportunity to bargain.
 - (e) Informing bargaining unit employees at both the DC and NYC bureaus that the Respondent intended to operate a nonunion workplace, and that the employees' employment in the TVS bargaining units or their union activity, affiliation, or membership disqualified them from employment with the Respondent.
 - (f) 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) Nothing in this order shall authorize or require the withdrawal or elimination of any wage increase or other improved benefits or terms and conditions of employment that the Respondent may have established at its DC or NYC bureau since the termination of its contracts with TVS.
- (b) Within 14 days from the date of the Board's Order, offer employment to the former TVS employees listed below to their former positions or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

DC Bureau (TVS unit employees not hired by CNN)

Jeffrey Adkinson	Mark Marchione
Emmanuel Agomuoh	Ralph Marcus
Charles Anderson	Joseph Mosley
Rodney Atkinson	Luis Munoz
Tim Bintrim	Jeffrey Noble
James Cook	Dennis Norman
Keith Crennan	James Norris
Timothy Durham	Sarah Pacheco
Bill Evans	John Quinnette
Danny Farkas	Tyrone Riggs
Dennis Faulkner	Oscar Romay
Christopher Hamilton	Fred Schall
Vernon Herald	Paul Skaife
David Jenkins	James Stubbs
Martin Jimenez	James Suddeth
Michael Kauffman	James Suissa
Nicholas Kiraly	John Urman
Adilson Kiyasu	Joseph Wade
Donna Lacey	Aaron Webster
Larry Langley	Darrin White
Myron Leake	

NYC Bureau (TVS-unit employees not hired by CNN)

Marc Abramson	Richard Birch
Melanie Baker	Steve Burnett
Marcus Bassett	Joseph Cantali
Paul Bernius	Jeffrey Carlough
Doriann Bertino	Timothy Cassese

Christopher Collins	Connie Long
Duff Conner	Perry MacLean
Robert Cummings	Tommy Maney
Christopher Cunningham	Sarael Martinez
Viktor David	Robert Matteo
Jennifer DeStefano	Roy McClain
John Diaconu	Kathleen McLaughlin
Michael Diana	Edward McShea
Jeffrey Edelman	Barbara Morrissey
Jay Eric	Rod Nino
Vince Everett	Ramon Olivo
Donald Fenster	Tracy Organ
Felix Fermaintt	James Peithman
Todd Ferrand	Mark Peters
Jon C. Ford	Todd Pivawer
John Gallagher	Charles Rainone Jr.
Mitchell Gomila	John Rappa
Fernando Gracia	Daniel Rodriguez
Daniel Hacker	Christian Roebing
Phil Hadrovic	Hamid "David" Rokshar
Kristi Harper	Daniel Scalley
Peter Hedeman	Shari Schlager
Juan Hortua	William Seiden
Patrick Howley	Charles Serra
Jeffrey Jaramillo	Michael Sollenberger
Asprey Jones	Mickael Squier
Kenneth S. Kaplan	Danielle St. John
Brian Kiederling	Robert Sullivan
Robert Knolle	Mary Theodore
Glen Kreigsman	Richard Uhoda
Beth Lasch	Pedro Valentin
Steven Lima	Brian Wood

- (c) Provide to the employees named in the preceding paragraph 2(b) whatever training the Respondent has provided since its termination of the contracts with TVS, if such training is necessary to allow these employees to perform their former jobs or substantially equivalent positions.
- (d) Within 14 days from the date of this Order, remove from its files any reference to the unlawful refusal to hire the employees named in the

preceding paragraph 2(b), and within 3 days thereafter, notify them in writing that this has been done and that the refusal to hire them will not be used against them in any way.

- (e) Restore any bargaining unit work, which has been contracted out without notice to and bargaining with the Union.
- (f) Remit to the Union with interest, any dues that the Respondent was required to withhold and transmit under the DC bureau's collective-bargaining agreement since December 6, 2003, and the NYC bureau's collective-bargaining agreement since January 17, 2004.
- (g) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause show, provide at a reasonable place designated by the Board or its agents, all payroll records.
- (h) Within 14 days after service by the Region, post at its DC and NYC bureaus copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by the Regional Directors for Regions 2 and 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physically posting of paper notices, notices shall be distributed electronically, such as by email, posting on an internet or intranet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the bureaus involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice that has been signed by the Respondent's authorized representative to all current employees and former employees employed by the Respondent at any time after December 6, 2003 at its DC, and any time after January 17, 2004 at its NYC, bureaus.
- (i) 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.

APPENDIX

NOTICE TO EMPLOYEES

POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN 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 refuse to hire you because of your prior employment with Team Video Services (TVS) or your union activities and membership, or otherwise discriminate against you to avoid having to recognize and bargain with NABET Local 11 and NABET Local 31 (the Union).

WE WILL NOT refuse to comply with the collective-bargaining agreements between TVS and the Union at both the DC and the NYC bureaus, or change your terms and conditions of employment without first notifying the Union and giving it an opportunity to bargain.

WE WILL NOT refuse to recognize and bargain in good faith with the Union as your exclusive collective-bargaining representative by refusing its requests for bargaining over our decision to terminate the contracts with TVS and implement the Bureau Staffing Project and the effects of that decision on you.

WE WILL NOT unilaterally limit the number of former TVS bargaining unit employees that we hire, or change your wages, hours and other terms and conditions of employment, or the work that you previously performed, or any functionally equivalent work, without first bargaining with the Union.

WE WILL NOT withdraw or eliminate any wage increase or other improved benefits or terms and conditions of employment established at the DC and NYC bureaus since the termination of the TVS contracts.

WE WILL NOT contract out your work without giving the Union notice and an opportunity to bargain over these changes.

WE WILL NOT inform you that we intend to operate a nonunion workplace, or that your employment in the TVS bargaining units or your union activity, affiliation, or membership disqualifies you from employment with CNN.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Federal labor law.

WE WILL, within 14 days from the date of the Board's Order, offer employment to the following named former employees of TVS in their former positions or, if those jobs no longer exist, in substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging if necessary any employees hired in their places:

DC Bureau

Jeffrey Adkinson
Emmanuel Agomuoh
Charles Anderson
Rodney Atkinson
Tim Bintrim
James Cook
Keith Crennan
Timothy Durham
Bill Evans
Danny Farkas
Dennis Faulkner
Christopher Hamilton
Vernon Herald
David Jenkins
Martin Jimenez
Michael Kauffman
Nicholas Kiraly
Adilson Kiyasu
Donna Lacey
Larry Langley
Myron Leake

Mark Marchione
Ralph Marcus
Joseph Mosley
Luis Munoz
Jeffrey Noble
Dennis Norman

James Norris
Sarah Pacheco
John Quinnette
Tyrone Riggs
Oscar Romay
Fred Schall
Paul Skaife
James Stubbs
James Suddeth
James Suissa
John Urman
Joseph Wade
Aaron Webster
Darrin White

NYC Bureau

Marc Abramson
Melanie Baker
Marcus Bassett
Paul Bernius
Doriann Bertino

Richard Birch
Steve Burnett
Joseph Cantali
Jeffrey Carlough
Timothy Cassese

Christopher Collins
Duff Conner
Robert Cummings
Christopher Cunningham
Viktor David
Jennifer DeStefano
John Diaconu
Michael Diana
Jeffrey Edelman
Jay Eric
Vince Everett
Donald Fenster
Felix Fermaintt
Todd Ferrand
Jon C. Ford
John Gallagher
Mitchell Gomila
Fernando Gracia
Daniel Hacker
Phil Hadrovic
Kristi Harper
Peter Hedeman
Juan Hortua
Patrick Howley
Jeffrey Jaramillo
Asprey Jones
Kenneth S. Kaplan
Brian Kiederling
Robert Knolle
Glen Kreigsman
Beth Lasch
Steven Lima

Connie Long
Perry MacLean
Tommy Maney
Sarael Martinez
Robert Matteo
Roy McClain
Kathleen McLaughlin
Edward McShea
Barbara Morrissey
Rod Nino
Ramon Olivo
Tracy Organ
James Peithman
Mark Peters
Todd Pivawer
Charles Rainone Jr.
John Rappa
Daniel Rodriguez
Christian Roebing
Hamid "David" Rokshar
Daniel Scalley
Shari Schlager
William Seiden
Charles Serra
Michael Sollenberger
Mickael Squier
Danielle St. John
Robert Sullivan
Mary Theodore
Richard Uhoda
Pedro Valentin
Brian Wood

WE WILL provide to the above-named employees whatever training we have provided since the failure to hire them, if such training is necessary to allow them to perform their former jobs or substantially equivalent positions.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to our unlawful discharge of or refusal to hire the above-named employees, and WE WILL, within 3 days thereafter, notify them in writing that this

has been done and that our unlawful discharge of or refusal to hire them will not be used against them in any way.

WE WILL restore any bargaining unit work that has been contracted out since our termination of the contracts with TVS.

WE WILL remit to the Union, with interest, any dues that we were required to withhold and transmit under the DC bureau's collective-bargaining agreement since December 6, 2003, and the NYC bureau's collective-bargaining agreement since January 17, 2004.

CNN AMERICA, INC.

The Board's decision can be found at www.nlr.gov/case/05-CA-031828 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



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NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, LOCAL 31)	Nos. 15-1112,
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CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2017, I electronically filed the foregoing document with the Court for the United States Court of Appeals for the District of Columbia Circuit using the appellate CM/ECF system. I further certify that the foregoing document was served on all parties or their counsel of record through the appellate CM/ECF system.

s/Linda Dreeben
Linda Dreeben
Deputy Associate General Counsel
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570

Dated at Washington, D.C.
this 19th day of October, 2017