National Labor Relations Board

Weekly Summary of NLRB Cases

Division of Information Washington, D.C. 20570 Tel. (202) 273-1991

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C A S E S S U M M A R I Z E D
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OTHER CONTENTS

Allied Mechanical Services, Inc. (7-CA-44304, et al.; 346 NLRB No. 33) Kalamazoo, MI Jan. 31, 2006. The Board adopted the administrative law judge's finding, to which the Respondent has not accepted, that the Respondent violated Section 8(a)(1) of the Act by promulgating an overly broad no-solicitation rule directed at employee Steve Titus. In addition, it agreed with the judge's dismissal of the complaint allegations that the Respondent violated Section 8(a)(3) by issuing Titus various verbal and written warnings and ultimately discharging him. [HTML] [PDF]

Chairman Battista and Member Schaumber disagreed with the judge's finding that the Respondent's failure to pay Jeff Warren certain per diem and mileage expenses was moot. They found however that the General Counsel failed to meet his initial burden of establishing that the Respondent's delay in repaying those expenses violated Section 8(a)(3) and adopted the judge's dismissal of the allegation. Member Liebman would find that the Respondent's delay in repaying Warren's expenses violated Section 8(a)(3). She found that the General Counsel met his initial *Wright Line* burden of proving that Warren's union activity was a motivating factor in the Respondent's failure timely to reimburse him and that the Respondent failed to meet its rebuttal burden.

Chairman Battista and Member Schaumber found the Respondent's offer of reinstatement to Marty Preston to be invalid, but they reversed the judge's finding that the invalid offer violated Section 8(a)(3), noting that the complaint did not allege this violation and that the General Counsel did not subsequently amend the complaint to include the allegation. Contrary to the judge, Chairman Battista and Member Schaumber also determined that the Respondent has not fulfilled its obligation to tender Preston a valid offer of reinstatement pursuant to a prior Board order in *Allied Mechanical Services*, 341 NLRB 1084 (2004).

Member Liebman found it unnecessary to pass on whether the invalid offer of reinstatement to Preston violated Section 8(a)(3), saying the invalid offer in any event failed to satisfy the Respondent's ongoing obligation to Preston pursuant to the extant Board order. She added that even if the invalid offer of reinstatement were found to be unlawful, the affirmative reinstatement and make-remedy for such a violation would not add to Preston's entitlement to the ongoing remedy.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Plumbers Local 357; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Kalamazoo, July 17-19, 2002. Adm. Law Judge Arthur J. Amchan issued his decision Sept. 24, 2002.

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Masco Contractor Services East, Inc., a/k/a Cary Corp. d/b/a Cary Insulation of New Jersey (4-CA-32261, 32526; 346 NLRB No. 40) Jackson, NJ Jan. 31, 2006. The Board adopted the administrative law judge's conclusion that Section 10(b) of the Act bars the complaint allegations that the Respondent violated Section 8(a)(5) with regard to its obligation to recognize New Jersey Regional Council of Carpenters and to provide the Union with information. [HTML] [PDF]

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by New Jersey Regional Council of Carpenters; complaint alleged violation of Section 8(a)(5). Hearing at Philadelphia, PA, Jan. 20-23, 2004. Adm. Law Judge William G. Kocol issued his decision April 16, 2004.

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Ivy Steel & Wire, Inc. (4-CA-32812, et al.; 346 NLRB No. 41) Hazelton, PA Jan. 31, 2006. The Board adopted the recommendations of the administrative law judge that the Respondent violated Section 8(a)(1), (3), and (5) of the Act by maintaining a rule in its employee handbook requiring employees to obtain permission before engaging in lawful solicitation in the plant; creating the impression of surveillance of employees' union activities; engaging in surveillance of employees' union activities; suspending and discharging employee Mauro Molinaro for engaging in protected concerted or union activity; unilaterally lowering the wage rate of Timothy Hinkle without first giving Steelworkers Local 8567-14 prior notice and an opportunity to bargain over the change; and enforcing Rule No. 6 of the "Group II Major Violations" in its employee handbook against Molinaro for engaging in protected union activities. [HTML] [PDF]

The Board modified the judge's recommended Order to, among others, include the appropriate remedial language for the judge's finding which it adopted, that the Respondent violated Section 8(a)(1) by maintaining an unlawful no-solicitation rule. *Guardsmark, LLC*, 344 NLRB No. 97, slip op. at fn. 8 (2005); *Cintas Corp*., 344 NLRB No. 118 (2005).

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Steelworkers Local 8567-14; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Hazelton, Sept. 28 through Oct. 1, 2004. Adm. Law Judge George Alemán issued his decision May 9, 2005.

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New York Rehabilitation Care Management, LLC, d/b/a New York Center for Rehabilitation Care (29-CA-26678; 346 NLRB No. 44) Astoria, NY Jan. 31, 2006. The Board denied the Respondent's motion for reconsideration of a 2005 decision (344 NLRB No. 148), in which it found that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to recognize and bargain with 1199, New York's Health and Human Service Employees, SEIU following its certification as exclusive bargaining representative. The Respondent argued that the recent disaffiliation of the Service Employees International Union (SEIU) from the AFL-CIO raises a question of fact as to whether the Union is the representative designated by the employees in the election. [HTML] [PDF]

The Board noted that in *Laurel Baye Healthcare of Lake Lanier LLC*, 346 NLRB No. 15 (2005), the Board held that the disaffiliation of the Food and Commercial Workers from the AFL-CIO was not, standing alone, sufficient to raise a genuine issue as to the identity of the certified labor organization. Similarly, it found that the Respondent here has offered no specifics that would even suggest that the Union is a materially different organization from that which was certified as the representative of the Respondent's employees; that the disaffiliation here occurred after the Respondent's refusal to bargain; and that the facts compel the conclusion that a hearing is not warranted because there is "no useful purpose served by permitting the employer to defend the propriety of an earlier refusal to bargain by relying on subsequent events that had nothing to do with the refusal."

(Chairman Battista and Members Liebman and Schaumber participated.)

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Northeast Iowa Telephone Co. (18-CA-17200, 17334, and 18-RC-17190; 346 NLRB No. 47) Monona and Decorah, IA Jan. 31, 2006. The Board adopted the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by creating the impression that its employees' union activities were under surveillance. In agreement with the judge, it overruled the Respondent's Objection 2 and certified the Petitioner (Teamsters Local 421) as the exclusive collective-bargaining representative of the employees in the appropriate unit. The tally of ballots for the election held on Dec. 3, 2004, showed 4 for and 2 against the Petitioner, with one challenged nondeterminative vote. [HTML] [PDF]

The Respondent's Objection 2 alleged that the Petitioner's use of statutory supervisors to actively obtain support in the election destroyed the laboratory conditions requiring a new election. The judge recommended overruling the Respondent's objection, finding that (1) the managers were not statutory supervisors and (2) even if they were supervisors, they did not engage in conduct which would compromise the laboratory conditions necessary for a free and fair election.

In agreeing with the judge that Objection 2 should be overruled, Chairman Battista and Member Schaumber found it unnecessary to rely on his finding that the managers are not statutory supervisors, saying: "Instead, assuming arguendo that the managers are statutory supervisors, we find that their prounion conduct did not interfere with employee free choice and did not materially affect the outcome of the election."

While Member Liebman agreed with the majority's conclusion that the conduct at issue here was not objectionable, she wrote:

> I write separately to disavow any suggestion that the natural state of affairs is for an employer to be anti union, that the law is premised on this adversarial stance, and that if an employer is in fact prounion, it is both unnatural and somehow unlawful (or at least grounds for overturning a union election victory). The

> majority implicitly assumes that employees will be able to exercise free choice in an antiunion atmosphere, but will somehow be inhibited in a prounion atmosphere. Its approach, even if premised on assumptions that more closely resemble the prevalent state of affairs, is short sighted and unfortunate. It is also wrong as a matter of legal analysis.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Teamsters Local 421; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Decorah, Sept. 13-14, 2004. Adm. Law Judge Keltner W. Locke issued his decision Oct. 6, 2004.

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Stationary Engineers Local 39, Operating Engineers (32-CA-20575-1; 346 NLRB No. 34) San Francisco, CA Jan. 31, 2006. Chairman Battista and Member Schaumber found, contrary to the administrative law judge and dissenting Member Liebman, that the Union violated Section 8(a)(1) and (2) of the Act by requiring its clerical employees to become and remain members of the Union as a condition of employment. [HTML] [PDF]

The majority noted that in *Retail Store Employees Local 428*, 163 NLRB 431, 432-433 (1967), the Board clarified the circumstances in which a union may require its employees to become and remain members of the union as a condition of employment. It explained that union membership could, for example, be required of the Union's field representatives at issue in *Retail Store Employees* because these employees, "in conducting the [union's] business, might be asked to explain how the [union] functions as a collective-bargaining representative, or why it is desirable for workers to organize."

After review of the job duties of clerical employees in this case, Chairman Battista and Member Schaumber determined that the clerical employees have no responsibility for explaining to members or others the benefits of membership or how the union functions. They contended that the Union has failed to show that membership in the Union is either "necessary" for, or even "reasonably related" to, the clericals' proper performance of their job duties. Accordingly, they concluded that union membership is not necessary for the performance of clerical functions in this case, finding that the Respondent violated the Act.

Member Liebman would find that a union can require its employees to be members of the union if membership is reasonably related to their performance of the job duties. She wrote: "The majority's view interprets *Retail Store Employees* far too narrowly, undervaluing the clerical employees' duties as they relate to serving the membership of the Union." She further wrote: "[T]he judge's key finding—that 'the clericals who perform duties dealing with membership issues and collective bargaining are performing the type of work which permits [the Union] to require them to be members and thus sisters or brothers to the members it represents'—is consistent with record evidence and the principles of *Retail Store Employees*."

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Rebecca Wood, an Individual; complaint alleged violation of Section 8(a)(1), (2), and (4). Hearing at Sacramento on Feb. 12, 2004. Adm. Law Judge James M. Kennedy issued his decision June 16, 2004.

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Pavilion at Forrestal Nursing and Rehabilitation (22-CA-26628; 346 NLRB No. 46) Princeton, NJ Jan. 31, 2006. The Board agreed with the administrative law judge's finding that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to bargain in good faith with SEIU 1199 New Jersey Health Care Union by engaging in delaying tactics and refusing to furnish relevant and necessary information to the Union. The Board did not pass on whether there was intransigent conduct establishing a separate violation of Section 8(a)(5) and (1) and deleted paragraph 1(b) from the judge's recommended Order. It believed that the two remaining provisions of the Order regarding good faith bargaining as well as a proscription of "like or related" conduct, together with the affirmative parts of the Order, are an appropriate remedy for the conduct involved in this case. [HTML] [PDF]

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by SEIU 1199 New Jersey Health Care Union; complaint alleged violation of Section 8(a)(5). Hearing at Newark on March 22, 2005. Adm. Law Judge Eleanor MacDonald issued her decision Sep. 21, 2005.

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Southern California Gas Co. (21-CA-36590, 36603; 346 NLRB No. 45) Los Angeles, CA Jan. 31, 2006. The Board agreed with the administrative law judge that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to furnish Chemical Workers UFCW Locals 47C, 78C, 350C, and 995C (the Union) with information regarding an employee training program that the Respondent had negotiated with the Utility Workers Union which, with the Union, jointly represented the Respondent's employees in a single bargaining unit. [HTML] [PDF]

The training program was referenced in a settlement agreement between the State of California Public Utilities (CPUC), the Respondent, the Utility Workers Union, and other interested parties who participated in a CPUC proceeding to consider the Respondent's request for a rate increase for natural gas service.

The Board held that the subject matter of the Union's information request pertained to employee training which, as a mandatory subject of bargaining, is presumptively relevant to the Union's representational duties. Therefore, it found that the Union was not required to independently establish the relevancy of the training program, and the Respondent's failure to

furnish the information was unlawful. *Quality Building Contractors*, 342 NLRB No. 38, slip op. at 3 (2004). In any event, the Board noted that the Union did provide the Respondent with an independent explanation for the relevancy of the information request.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by John Lewis of the Chemical Workers UFCW Locals 47C, 78C, 350C, and 995C; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Los Angeles on May 16, 2005. Adm. Law Judge Joseph Gontram issued his decision Oct. 20, 2005.

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Southwest Regional Council of Carpenters (21-CD-657; 346 NLRB No. 48) Fullerton, CA Jan. 31, 2006. Relying on the relevant factors of collective-bargaining agreements, employer preference and past practice, area and industry practice, relative skill, and economy and efficiency of operations, the Board determined that employees of Standard Drywall, Inc., represented by Southwest Regional Council of Carpenters are entitled to perform plastering work at the California State University Fullerton, Fine Arts Project. [HTML] [PDF]

(Chairman Battista and Members Liebman and Schaumber participated.)

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Tambe Electric, Inc. (3-CA-21668-1, 21970-1; 346 NLRB No. 39) Victor, NY Jan. 31, 2006. Contrary to the administrative law judge, the Board dismissed the complaint, finding that the Respondent did not violate Section 8(a)(3) and (1) of the Act by failing to consider and hire union applicants for electrician positions from June 16, 1998, through Feb. 24, 2000, because they were members of Electrical Workers IBEW Local 86. [HTML] [PDF]

Even assuming arguendo that the General Counsel met his initial burden under *FES (A Division of Thermo Power)*, 331 NLRB 9 (2000), and established that antiunion animus contributed to the decisions not to consider or hire the union applicants, the Board found that the Respondent met its burden of showing that it would not have considered or hired the applicants in accordance with its lawful hiring policies and preferences even absent their union affiliation.

The Board noted that the Respondent maintained a legitimate and valid preference for hiring entry-level applicants who were eligible to participate in the state-certified apprenticeship program and therefore eligible to work for apprentice level wages on prevailing wage projects. During the period between June 16, 1998 and Feb. 24, 2000, the Respondent hired 66 entry-level employees and five applicants who were journeymen employees. The five journeymen employees hired met the Respondent's legitimate preference for former employees and those recommended by current employees, family members, or business acquaintance. By contrast, all

the union applicants were journeymen with at least several years of experience and were neither former employees nor recommended by current employees, family members, or business acquaintances.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Electrical Workers IBEW Local 86; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Rochester, Feb. 14-15, 28-29, March 1-2 and 27, 2000. Adm. Law Judge Marion C. Ladwig issued his decision Dec. 15, 2000.

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Teamsters Local 492 (28-CB-4844, et al.; 346 NLRB No. 37) Albuquerque, NM Jan. 31, 2006. On a stipulated record, the Board found that Teamsters Local 492 violated Section 8(b)(1)(A) of the Act by:

> failing to advise employees in the New Mexico unit of their rights under *Communications Workers v. Beck*, 487 U.S. 735 (1988) and *NLRB v. General Motors Corp*., 373 U.S. 734 (963) while maintaining and enforcing a union-security clause;
>
> failing to provide *Beck* objectors with independently verified information concerning its major categories of expenditures and those of other union bodies that receive a portion of union dues and agency fees, including whether the expenditures are chargeable or nonchargeable and their right to challenge the calculations;
>
> failing to timely recognize and honor employees' resignations from union membership;
>
> attempting to obligate employees to pay union dues, as a condition of employment, for periods during which no union-security clause was in effect, and by informing them that failure to pay the dues may result in termination;
>
> charging employees additional initiation fees because they resigned their membership in the Union, and informing them that failure to pay the fees may result in termination; and
>
> processing internal union charges against employees for conduct occurring after they resigned their union membership. [HTML] [PDF]

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Monte Hadley, Joe B. Fuller, John E. Hutchison, David Hassey, Wesley Zane Rose, Nina L. Loomis, Gary L. Danner, and Cheryl Smith, Individuals; complaint alleged violation of Section 8(b)(1)(A). Parties waived their right to a hearing before an administrative law judge.

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Media General Operations, Inc., d/b/a The Tampa Tribune (12-CA-23467; 346 NLRB No. 38) Tampa, FL Jan. 31, 2006. Chairman Battista and Member Schaumber, with Member Liebman dissenting, reversed the administrative law judge and dismissed the complaint allegation that the Respondent violated Section 8(a)(3) and (1) of the Act by issuing a written warning to union steward Richard Banos. [HTML] [PDF]

In dismissing the complaint, the majority concluded that Banos was not engaged in union or other concerted activity during his "coaching" session with Night Foreman Jennifer Amstutz to discuss her concern that Banos shut down the pressline without a backup line running. Accordingly, they found it unnecessary to pass on the judge's further finding that Banos did not lose the Act's protection because of his outburst during the session.

During his coaching session with Amstutz, Banos disagreed that he had acted improperly. He became loud and argumentative, telling Amstutz that, if it had been her brother-in-law Jerry Eislie (another operator), she would not have said anything and that "you love to kiss your brother-in-law's ass." The Respondent gave Banos a written warning for his conduct during the coaching session.

Member Liebman would find that Banos' protest constituted both union activity and other concerted activity within the meaning of Section 7 of the Act. She stated that Banos was engaged in union activity when he contested the coaching on the ground that Amstutz played favorites among the unit employees. Member Liebman agreed with the judge that Banos' remark that Amstutz loved to kiss her brother-in-law's ass was not so egregious as to cost him the protection of the Act and would adopt the judge's finding that the Respondent violated Section 8(a)(3) and (1) when it disciplined Banos.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Richard Banos, an Individual; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Tampa, April 1-2, 2004. Adm. Law Judge Lawrence W. Cullen issued his decision May 13, 2004.

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W. E. Carlson Corp. (13-CA-40817-1, 40936-1; 346 NLRB No. 43) Elk Grove Village, IL Jan. 31, 2006. The Board affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by threatening suspension of wage increases, loss of benefits, plant closure and layoffs, and the futility of collective bargaining if its service technicians selected Carpenters Local 1693 as their collective-bargaining representative. [HTML] [PDF]

The Board, with Chairman Battista dissenting in part, also affirmed the judge's finding that the Respondent violated Section 8(a)(3) by denying employee Richard Lightfoot a wage increase, but it reversed his findings that the Respondent violated Section 8(a)(4) by denying the wage increase and Section 8(a)(3) and (4) by placing Lightfoot on probation and discharging him. The Board determined that the decision to withhold the wage increase was made long before Lightfoot provided information to the Board and there was no evidence that the Respondent reaffirmed that decision after learning that Lightfoot had done so. Given Lightfoot's history of work-related problems, the Board found that the Respondent has shown that it would have placed him on probation and discharged him even in the absence of any union activity and regardless of his having furnished information to the Board.

Chairman Battista would dismiss the allegation that the Respondent violated Section 8(a)(3) by denying Lightfoot a wage increase. He found that the General Counsel failed to meet its burden, under *Wright Lin*e, 251 NLRB 1083 (1980), enfd. 662 F. 2d 899 (1st Cir. 1981), cert denied 455 U.S. 989 (1982), of proving that the Respondent knew of Lightfoot's union activity at the time it decided not to grant him an annual wage increase.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Carpenters Local 1693 and Richard Lightfoot, an Individual; complaint alleged violation of Section 8(a)(1), (3), and (4). Hearing at Chicago, Sept. 8, 9, and 22, 2003. Adm. Law Judge Michael A. Rosas issued his decision Dec. 31, 2003.

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West Irving Die Casting of Kentucky, Inc. (25-CA-28585, 25-RC-10159; 346 NLRB No. 35) Owensboro, KY Jan. 31, 2006. The Board reversed the administrative law judge and dismissed the complaint allegation that the Respondent violated Section 8(a)(3) and (1) of the Act by terminating employee Joseph Shelton. It overruled the Steelworkers' objection to conduct affecting the results of the election held on Feb. 21, 2003 in Case 25-RC-10159, sustained the challenges to the ballots of Shelton and Joshua Tipton, and certified that a majority of the valid ballots have not been cast for the Union. The tally of ballots showed 43 votes for and 43 against, the Union, with 8 challenged ballots, all of which were previously resolved except those pertaining to discharged employees Shelton and Tipton. [HTML] [PDF]

The Board agreed with the judge that the General Counsel met his initial burden under *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), of proving that animus was a motivating factor in the Respondent's decision to

discharge Shelton. Contrary to the judge, however, the Board found that the Respondent has successfully rebutted the General Counsel's initial burden by demonstrating that it would have terminated Shelton pursuant to its established attendance policy even in the absence of Shelton's union affiliation or activities.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by the Steelworkers; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Owensboro, June 23-24, 2003. Adm. Law Judge C. Richard Miserendino issued his decision Nov. 12, 2003.

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West Penn Power Co., et al. (6-CA-31003, et al.; 346 NLRB No. 42) Greensburg, PA Jan. 31, 2006. On remand from the U.S. Court of Appeals for the Fourth Circuit, the Board accepted the court's decision as the law of the case and concluded that the Respondent violated Section 8(a)(5) and (1) of the Act by refusing to provide Utility Workers Local 102 with requested subcontracting cost data. [HTML] [PDF]

In its previous decision and order reported at 339 NLRB 585 (2003), the Board found that the Respondent violated Section 8(a)(5) and (1) by refusing to provide the Union with requested "non-financial" information pertaining to subcontracting, such as contractors' names, project locations, dates of work, and number of workers, as well as "financial information" on the costs of the subcontracting.

The court enforced the Board's order to the extent that it required the Respondent to provide the requested "non-financial" information, but refused to enforce the part of the order requiring the Respondent to furnish the requested "financial" information. While the court found the financial information relevant, it concluded that the Board erred in not expressly determining that the Union had demonstrated a "specific need" for the cost data. It remanded the case to the Board for a determination of whether the Union had shown such a need.

Applying the standard set forth by the court, the Board found that the Union demonstrated that the subcontracting cost data it requested was needed to enable it to determine, both for contract administration and negotiation purposes, the volume of subcontracting engaged in by the Respondent and accordingly, that the Respondent unlawfully refused to provide the requested subcontracting data. The Board pointed out that it found only that the Union is entitled to the requested subcontracting data under the specific facts of this case and not that a union will always be entitled to receive subcontracting cost data from an employer.

(Chairman Battista and Members Schaumber and Walsh participated.)

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LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

United Rentals, Inc. (Operating Engineers Locals 66A, B, C, D, O, & R) Columbiana and East Liverpool, OH Jan. 30, 2006. 8-CA-34853, et al.; JD-08-06, Judge Michael A. Rosas.

Tower Industries Inc. d/b/a Allied Mechanical (Steelworkers and Individuals) Ontario, CA Jan. 31, 2006. 31-CA-27201, et al.; JD(SF)-07-06, Judge William G. Kocol.

S&F Market Street Healthcare LLC d/b/a Windsor Convalescent Center of North Long Beach (Service Employees Local 434B and Individuals) Long Beach, CA Jan. 31, 2006. 21-CA-36422, et al.; JD(SF)-08-06, Judge Lana H. Parke.

TNT Logistics North America, Inc. and Adserv Team, Inc. (Teamsters Local 41) Kansas City, MO Feb. 1, 2006. 17-CA-22918, et al.; JD(SF)-06-06, Judge Gerald A. Wacknov.

JBM, Inc. d/b/a Bluegrass Satellite (Electrical Workers [UE]) Columbus, OH Feb. 3, 2006. 9-CA-41052, et al.; JD(ATL)-01-06, Judge Lawrence W. Cullen.

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TEST OF CERTIFICATION

(In the following case, the Board granted the General Counsel's motion for summary judgment on the grounds that the Respondent has not raised any representation issue that is litigable in this unfair labor practice proceeding.)

Marjam Supply Co., Inc. (Teamsters Local 863) (22-CA-27198; 346 NLRB No. 36) Hillside, NJ Jan. 31, 2006. [HTML] [PDF]

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LIST OF UNPUBLISHED BOARD DECISIONS AND ORDERS IN REPRESENTATION CASES

(***In the following cases, the Board considered exceptions to and adopted Reports of Regional Directors or Hearing Officers)***

DECISION AND CERTIFICATION OF REPRESENTATIVE

Kindred Nursing Centers East, LLC d/b/a Bridgepark Center for Rehabilitation and Nursing Services, Akron, OH, 8-RC-16722, Feb. 1, 2006 (Chairman Battista and Members Liebman and Kirsanow)

DECISION AND CERTIFICATION OF RESULTS OF ELECTION

Tribeca Oven, Inc., Carlstadt, NJ, 22-RC-12657, Feb. 1, 2006 (Chairman Battista and Members Liebman and Kirsanow)

(In the following cases, the Board adopted Reports of Regional Directors or Hearing Officers in the absence of exceptions)

DECISION AND CERTIFICATION OF REPRESENTATIVE

Downtown Bronx Medical Associates, Bronx, NY, 2-RC-23040, Feb. 3, 2006 (Chairman Battista and Members Liebman and Schaumber)

DECISION AND CERTIFICATION OF RESULTS OF ELECTION

W.R. Dean Erectors, Fredericksburg, VA, 5-RC-15921, Feb. 3, 2006 (Chairman Battista and Members Liebman and Schaumber)

DECISION AND DIRECTION [that Regional Director open and count ballots]

Durashield, Barrington, IL, 13-RC-21420, Feb. 3, 2006 (Chairman Battista and Members Liebman and Schaumber)

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(In the following cases, the Board denied requests for review of Decisions and Directions of Elections (D&DE) and Decisions and Orders (D&O) of Regional Directors)

Caraustar Industrial and Consumer Products Group, Inc., Skyland, NC, 11-RD-675, Feb. 1, 2006 (Chairman Battista and Members Liebman and Kirsanow)

Treasure Island Foods, Chicago, IL, 13-RD-2515, Feb. 1, 2005 (Chairman Battista and Members Liebman and Kirsanow)

Polar Communications Mutual Air Corp., Park River, ND, 18-UC-410, Feb. 1, 2006 (Chairman Battista and Member Liebman; Member Kirsanow dissenting)

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Miscellaneous Board Orders

ORDER [approving Regional Director's request to process UC petition while holding the ULP case in abeyance]

Edison Manor Nursing and Rehabilitation Center, New Castle, PA, 6-UC-474, Jan. 30, 2006

DECISION ON REVIEW AND ORDER [dismissing petition]

Mrs. Green's of Briarcliff Manor, Inc., Briarcliff Manor, NY, 2-RC-23001, Jan. 31, 2006
(Chairman Battista and Members Schaumber and Walsh)

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