# National Labor Relations Board

# Weekly Summary of NLRB Cases

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

April 7, 2006 W-3046

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*Carpenter Technology Corp.* (4-CA-33564, 33744 and 4-RC-20898; 346 NLRB No. 73) Reading, PA March 31, 2006. The Board affirmed the administrative law judge's finding that the Respondent violated Section 8(a)(1) of the Act by threatening that existing pension, 401(k), and ESOP plan benefits and coverage would be lost if the employees selected a union to represent them in collective bargaining. In finding that the Respondent violated Section 8(a)(3) and (1) by issuing a warning to employee Barry Geib for engaging in union activities, the Board agreed with the judge that the Respondent failed to show that it would have disciplined Geib even in the absence of his union activity. [HTML] [PDF]

The judge sustained the Steelworkers' renumbered Objection 5, which tracked the complaint allegations regarding the threatened loss of benefits, and recommended that the election of November 11, 2004, which the Steelworkers lost 602 to 524 be set aside. The Board adopted his recommendation and directed that a second election be conducted.

(Members Liebman, Schaumber, and Walsh participated.)

Charges filed by Steelworkers; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Philadelphia, June 28-29, 2005. Adm. Law Judge Robert A. Giannasi issued his decision Aug. 11, 2005.

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*Clear Channel Outdoor, Inc.* (5-CA-31623, 31732; 346 NLRB No. 66) Laurel, MD March 27, 2006. The Board affirmed the recommendations of the administrative law judge and held that the Respondent violated Section 8(a)(1) and (5) of the Act by subcontracting out bargaining unit work without giving Electrical Workers IBEW Local 24 prior notice and an opportunity to bargain over the issue. It modified the judge's recommended order to include a make-whole order as a remedy and to conform to the violations found. [HTML] [PDF]

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Electrical Workers IBEW Local 24; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Baltimore, Dec. 13-17, 2004 and Jan. 4, 2005. Adm. Law Judge Arthur J. Amchan issued his decision March 10, 2005.

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*Cleveland Cinemas Management Co., Ltd., et al.* (8-CA-34971-1, 8-CA-35072-1; 346 NLRB No. 77) Cleveland, OH March 31, 2006. The Board adopted the administrative law judge's finding that the Respondent violated Section 8(a)(1) and (5) of the Act by unilaterally implementing a proposal at impasse that is different from its last best offer to Stage Employees IATSE Local 160. [HTML] [PDF]

In the absence of exceptions, the Board approved the judge's dismissal of the allegation that the Respondent violated Section 8(a)(3) and (1) by failing to consider for employment and/or refusing to hire three projectionists who had been employed by Megastar, the

Respondent's predecessor, at the time the Respondent replaced Megastar as the operator of a Cleveland-area theater. It modified the judge's recommended order to provide the appropriate remedy for the violation found.

(Chairman Battista and Members Liebman and Walsh participated.)

Charges filed by Stage Employees IATSE Local 160; complaint alleged violation of Section 8(a)(1), (3), and (5). Hearing at Cleveland, June 6-8, 2005. Adm. Law Judge Martin J. Linsky issued his decision Nov. 10, 2005.

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*Columbia College* (13-RC-21249; 346 NLRB No. 69) Chicago, IL March 31, 2006. The Board adopted the recommendations of the hearing officer and overruled the challenges to 42 ballots cast in an election held Oct. 14, 2004, and directed that the ballots be opened and counted. The tally of ballots shows 138 ballots for and 158 against the Petitioner (Illinois Education Assn.), with 60 challenged ballots, a number sufficient to affect the results of the election. [HTML] [PDF]

The Board found it unnecessary to pass on the hearing officer's recommendation to sustain Petitioner's Objection 1, which alleged that the Employer failed to supply a complete *Excelsior* list. No exceptions were filed to the hearing officer's recommendation to overrule Petitioner's Objections 2, 3, and 4. If the revised tally of ballots shows that the Petitioner has received a majority of the ballots cast, Objection 1 will be moot and the Regional Director shall issue a certification of representative. In the event the revised tally of ballots shows that the Petitioner has not received a majority of the ballots cast, the Regional Director shall transfer the case back to the Board for further proceedings.

A main dispute revolves around approximately 24 nonstudent tutors in the English department's writing center and approximately 12 nonstudent tutors in the math and science department's learning center. The Board agreed with the hearing officer's conclusion that the Employer's tutors are not excluded from the unit by virtue of the parties' Stipulated Election Agreement, but it disagreed with his finding that part-time tutors who also hold part-time teaching positions are not dual-function employees. It found that the tutors are eligible to vote as dual-function employees with a substantial interest in the working conditions of the unit. The Board also held that the hearing officer's analysis in determining that the tutors are statutory employees of the College and not independent contractors, is consistent with the three-part test of *Caesar's Tahoe*, 337 NLRB 1096, 1097 (2002), for determining if a challenged voter is properly included in or excluded from a stipulated unit.

(Chairman Battista and Members Liebman and Schaumber participated.)

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*David Van Os and Associates, PC* (28-CA-16723, et al.; 346 NLRB No. 79) San Antonio, TX March 31, 2006. The Board affirmed the administrative law judge's dismissal of the complaint allegations that the Respondent violated Section 8(a)(3) and (1) of the Act by discharging and constructively discharging certain employees and violated Section 8(a)(1) by threatening to close the law firm in response to an employee spokesperson's demand for union representation at all work-related discussions between employees and management. [HTML] [PDF]

The complaint alleged, among others, eight allegations of unlawful discrimination involving the discharges of employees. The Board concluded, even assuming that the General Counsel had satisfied his evidentiary burden in each instance, the Respondent effectively rebutted it by establishing that its conduct would have been the same in the absence of the employees' protected conduct. In adopting the judge's dismissals, it agreed that employees Mary Ann Ybarra, Lorraine Perez, Mary Louise Davila, and Kandace Konrad were lawfully discharged for poor work performance; employees Oralia Castillo, Nicole Betters, and Denise Mejia left their employment voluntarily; and no significant changes in working conditions were made.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Mary Louise Davila, Oralia Castillo, Mary Ann Ybarra, Kandace Kay Konrad, and Nicole Betters, Individuals; complaint alleged violation of Section 8(a)(1) and (3). Hearing at San Antonio, on 28 days between July 10 and Dec. 14, 2001. Adm. Law Judge Gerald A. Wacknov issued his decision May 7, 2002.

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*Dearborn Gage Co., General Gage Div. and Precision Gage/Dearborn, LLC* (7-CA-44113, 44572; 346 NLRB No. 71) Garden City, MI March 31, 2006. The Board adopted the findings of the administrative law judge that the Respondents violated Section 8(a)(5) and (1) of the Act by failing to notify Auto Workers Local 157 and its successor Local 174 of the closure of its Garden City, MI plant and failing to bargain over the effects of its decision to close on unit employees. The Respondents argued that there should be no violation because the decision to close the plant was "immediate" and "immutable" in light of the fact that Bank One, the secured creditor of all of Dearborn Gage's assets, indicated it was liquidating those assets. In rejecting the Respondent's argument, the Board wrote "[A] union must be given an opportunity to bargain about the effects on its members of a termination of an employer's operation 'in a meaningful manner and at a meaningful time.'" *First National Maintenance Corp. v. NLRB*, 452 U.S. 666, 681-682 (1981). [HTML] [PDF]

The Board found that Precision Gage is a successor employer to Dearborn Gage, that Precision Gage violated Section 8(a)(5) and (1) by refusing to recognize and bargain with the Union and when it failed to furnish the Union with the requested relevant information sought on October 17, 2001, that Olof Ellstrom, president of both Respondents, was aware of the

Respondents' unfair labor practices, and that Precision Gage should be jointly and severally liable for the unfair labor practices of Dearborn Gage as found by the judge. See *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973).

The Board deemed it necessary to require Dearborn Gage to bargain with the Union concerning the effects of closing its facility on its employees and ordered Dearborn Gage to pay backpay to the terminated employees in a manner similar to that required by *Transmarine Navigation Corp*., 170 NLRB 389 (1968), as clarified by *Melody Toyota*, 325 NLRB 846 (1998). The Board ordered Dearborn Gate to comply with the Union's April 20 and Oct. 17, 2001 information requests; Precision Gage to recognize and, on request, bargain with the Union as the representative of unit employees and to comply with the Union's Oct. 17 information request; and Dearborn Gage to mail a copy of the Notice to Employees to the Union and to the last known addresses of its former employees.

(Chairman Battista and Members Schaumber and Walsh participated.)

Charges filed by Auto Workers Local 157 and its successor Local 174; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Detroit, May 14-16, 2002. Adm. Law Judge Karl H. Buschmann issued his decision Nov. 4, 2002.

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*Lebanite Corp. and/or R.E. Service Co.* (36-CA-9463-1; 346 NLRB No. 72) Lodi, CA March 31, 2006. The administrative law judge granted the General Counsel's motion for default judgment, which was unopposed, and found that Respondent Lebanite Corp. violated Section 8(a)(5) and (1) of the Act in several respects, including failing to provide requested information to Western Council of Industrial Workers Local 2554 since April 30, 2003, repudiating the contract, ceasing operations and laying off all employees in Aug. 2003, and leasing its facility in Oct. 2003, without notice to the Union or providing an opportunity to engage in effects bargaining. No exceptions were filed to these findings. [HTML] [PDF]

Chairman Battista and Member Schaumber, with Member Liebman dissenting in part, affirmed the judge's findings, as modified, that R.E. Service Co. was a single employer with Lebanite Corp., but they found, contrary to the judge, that Oregon Panel Products, LLC, was not a *Golden State* successor to Lebanite Corp. *Golden State Bottling Co. v. NLRB*, 414 U.S. 168 (1973). Chairman Battista and Member Schaumber held that the *Golden State* successorship doctrine is not appropriately applied to Oregon Panel and instead applied *Glebe Electric*, 307 NLRB 883 (1992), and *Hill Industries*, 320 NLRB 1116 (1996). Member Schaumber also relied on the Ninth Circuit's decision in *Steinbach v. Hubbard*, 51 F.3d 843 (9th Cir. 1995), a Fair Labor Standards Act case.

In *Glebe Electric*, the Board rejected the General Counsel's contention that Aneco Co., an electrical contractor, was a *Golden State* successor to Glebe Electric, although Aneco had taken over a contract abandoned by Glebe and had used some of the facilities formerly used by

Aneco. The Board applied the *Glebe Electric* rationale in *Hill Industries* and found that BTS New York was not a *Golden State* successor to Hill Precision when BTS took over Precision's lease of the facilities and much of the equipment formerly used by Precision and purchased $3500 worth of materials from Precision. The Board found that Precision's unfair labor practice liability far exceeded the $3500 BTS paid Precision and that the agreement, by which BTS allowed Precision to store certain equipment in BTS's facility in return for BTS being allowed to use that equipment, failed to constitute a business relationship sufficient to establish *Golden State* successorship.

Chairman Battista and Member Schaumber wrote in finding that the same key considerations in *Hill Industries* are present in this case: "Lebanite Corp.'s unfair labor practice liability, which exceeds $231,000, is much greater than—and thus could not reasonably be offset by—Oregon Panel's $18,5000 rental payment to it. Additionally, Oregon Panel's lease agreement with Lebanite Corp. was terminable by either party on 30-days' notice, so neither party could have known how long the lease agreement would be in effect. On these similar facts, we reach the same conclusion that the Board did in *Hill Industries*. Oregon Panel 'could not have effectively negotiated a method of insulation from liability for [Lebanite Corp.'s] unfair labor practices,' and therefore should not be found a *Golden State* successor to Lebanite Corp."

Member Liebman noted that after unlawfully repudiating its collective-bargaining agreement with the Union, Lebanite Corp. closed its operations and leased its property, plant, and equipment (with an option to purchase) to Oregon Panel, an entity formed by certain Lebanite managers, which then proceeded to hire a substantial number of former Lebanite employees. She said that based on the continuity of the enterprise, coupled with Oregon Panel's notice of the underlying unfair labor practices, imposing successor liability in this case "would seem to be a straightforward matter" yet the majority failed to do so. The majority's approach is "flawed" and *Glebe Electric* and *Hill Industries* are distinguishable, Member Liebman added.

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Western Counsel of Industrial Workers Local 2554, affiliated with Carpenters; complaint alleged violation Section 8(a)(1) and (5). Hearing held Nov. 2-3, 2004 and Jan. 26, 2005. Adm. Law Judge Clifford H. Anderson issued his decision April 28, 2005.

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*Noble Metal Processing, Inc.* (7-CA-48054; 346 NLRB No. 78) Warren, MI March 31, 2006. Member Liebman and Walsh, with Chairman Battista concurring, agreed with the administrative law judge that the Respondent violated Section 8(a)(3) and (1) of the Act by issuing a written verbal warning to Fred Dowell on January 19, 2005. [HTML] [PDF]

On January 14, 2005, the Respondent convened a meeting of its quality department employees to discuss how the operations of a facility it had just purchased would be integrated with those of its quality control operations. During the meeting, Dowell, the chief union

steward, told Respondent's quality manager, Charles Smith, that the Respondent could not make the planned changes without bargaining. Dowell also told the seven to nine employees in attendance that they did not have to listen to Smith because the changes were unilateral. As Dowell then proceeded to leave the meeting, Smith issued several instructions that Dowell return to his seat; Dowell did so. Dowell was subsequently disciplined for his actions during the meeting.

Chairman Battista agreed with his colleagues that Dowell's conduct was protected and that he did not lose protection because of the manner in which he acted. However, he does not agree with the judge's determination that Dowell's discipline was unlawful under a *Wright Line*, (251 NLRB 1083, 1088, fn. 11 (198), enfd. 662 F. 2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982)) analysis, and alternatively, under the *Atlantic Steel* (245 NLRB 814 (1979)) four part test.

Under *Atlantic Steel*, the following four factors are analyzed: (1) the place of discussion; (2) the subject matter of the discussion; (3) the nature of the employee's outburst; and (4) whether the outburst was, in any way, provoked by an employer's unfair labor practices. Weighing the first three factors, Chairman Battista determined that Dowell did not lose his protection under the Act. He found that factor (4) was the only factor that favored a finding that Dowell's conduct was not protected. He said that while he does not condone Dowell's behavior at the Jan. 14 meeting, he cannot conclude, under the four-factor test of *Atlantic Steel*, that it was so egregious as to cost him the protection of the Act. Chairman Battista therefore concurred that the warning issued to Dowell for his action at the meeting violated Section 8(a )(3).

(Chairman Battista and Members Liebman and Walsh participated.)

Charge filed by Fred Dowell, an Individual; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Detroit on July 5, 2005. Adm. Law Judge Margaret G. Brakebusch issued her decision Aug. 25, 2005.

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*St. Barnabas Hospital* (2-CA-31504; 346 NLRB No. 70) New York, NY March 31, 2006. The Board affirmed the recommended Order of the administrative law judge, as modified, and directed that the Respondent pay Dr. Joseph A. Kazigo $126,442; Dr. Soula Priovolos $296,816; Dr. Prakashchandra Rao $260,753; and Dr. Yilmaz Gunduz $268,304, plus interest accrued to the date of payment. The Board's underlying decision in the unfair labor practice proceeding is reported at 334 NLRB 1000 (2003), and was enforced by the US Court of Appeals for the Second Circuit on Feb. 28, 2003. [HTML] [PDF]

(Members Liebman, Schaumber, and Walsh participated.)

Hearing at New York, Dec. 1-3 and 8, 2004. Adm. Law Judge Raymond P. Green issued his supplemental decision March 8, 2005.

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*St. Mary's Hospital of Blue Springs* (17-CA-22039; 346 NLRB No. 76) Blue Springs, MO March 31, 2006. Chairman Battista and Member Schaumber, with Member Liebman dissenting in part, adopted the administrative law judge's recommended dismissal of the complaint, which alleged that the Respondent violated Section 8(a)(5) and (1) of the Act by presenting Nurses Alliance/SEIU with a fait accompli and subsequently failing to bargain in good faith by unilaterally implementing changes in health coverage for unit employees on January 1, 2003; and violated Section 8(a)(1) by restricting employees from discussing the Union during working hours. [HTML] [PDF]

The Board agreed with the judge that the Respondent complied with its obligation to bargain with the Union over the changes in health coverage and that its implementation of those changes was permissible even though the parties had not reached an overall impasse, citing *Stone Container*, 313 NLRB 336 (1993), and its progeny. See, e.g., *Saint-Gobain Abrasives*, 343 NLRB No. 68 (2004).

Chairman Battista and Member Schaumber upheld the judge's finding that supervisor Dan Hunter did not unlawfully restrict a unit employee's right to engage in protected solicitation when he reprimanded employee Nancy Cunningham, an active union supporter, for telephoning from home another employee, Theren Burlison, to discuss a labor-management issue while Burlison was working at the facility. Member Liebman, contrary to her colleagues, found that Hunter's statements to Cunningham that she could not discuss the Union with other employees "while she was on leave or at any time," and that she could discuss the Union only "outside the Hospital or during off-duty time in the break room," imposed clearly unlawful restrictions on protected concerted activity."

(Chairman Battista and Members Liebman and Schaumber participated.)

Charge filed by Nurses Alliance/SEIU; complaint alleged violation of Section 8(a)(1) and (5). Hearing at Overland Park, KS, June 10-12 and Aug. 13-14, 2003. Adm. Law Judge Gerald A. Wacknov issued his decision Oct. 16, 2003.

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*SRC Painting, LLC, PBN, LLC, and Liquid Systems, and James Wierzbicki, Karen Wierzbicki, Edmund Wierzbicki, Eric Wierzbicki, Constance Wierzbicki, and Erin Wierzbicki* (30-CA-16577-1, 16813-1; 346 NLRB No. 67) Pleasant Prairie, WI March 31, 2006. The administrative law judge found, and the Board agreed, that the three corporate respondents—SRC Painting, LLC (SRC Painting), PBN, LLC (PBN), and Liquid Systems, LLC (Liquid Systems)—were alter egos of each other that violated Section 8(a)(1), (3), and (5) of the Act. [HTML] [PDF]

In addition, the judge found that each of the six individual respondents is individually liable for the unfair labor practices. The Board agreed that Erin Wierzbicki is individually liable for Liquid Systems' unfair labor practices and that Edmund Wierzbicki is individually liable for

the unfair labor practices, but it reversed the judge's finding that Karen and Constance Wiezbicki are individually liable for the unfair labor practices.

No exceptions were filed to the judge's unfair labor practice findings or to his finding that Liquid Systems did not violate Section 8(a)(3) by reducing the number of employees. There were no exceptions to the judge's findings that James and Eric Wierzbicki are individually liable for the unfair labor practices or that Erin Wierzbicki is individually liable for the unfair labor practices of SRC Painting and PBN. In finding that Erin Wierzbicki is individually liable for Liquid Systems' unfair labor practices, the Board relied on the judge's finding, which it adopted, that Liquid Systems is an alter ego of SRC Painting and PBN and on the judge's unexcepted-to finding that Erin Wierzbicki is individually liable for the unfair labor practices of SRC Painting and PBN. SRC Painting and PBN, as alter egos of Liquid Systems, are liable for Liquid Systems' unfair labor practices. Erin Wierzbicki is individually liable for SRC Painting and PBN's unfair labor practices and, accordingly, she is individually liable for Liquid Systems' unfair labor practices through her liability for SRC Painting's and PBN's unlawful conduct.

The judge concluded that Karen and Constance Wierzbicki had participated in the diminution of corporate assets and therefore, were individually liable for the corporations' unfair labor practices. In reversing the judge, the Board noted that holding an individual liable for corporate unfair labor practices is governed by *White Oak Coal Co*., 318 NLRB 732 (1995), enfd. mem. 81 F.3d 150 (4th Cir. 1996). It wrote that under *White Oak*, "the mere receipt of corporate payments for noncorporate purposes does not establish that Karen or Constance participated in the abuse of the corporation." The Board added that the General Counsel failed to present any evidence that Karen or Constance played an active role in the operations of any of the three respondent corporations, and that "they did not even perform routine clerical functions or rank-and-file painting work. They did not become the business entity. Accordingly, even though they received assets from the corporations, they are not individually liable for the business entities' obligations."

(Chairman Battista and Members Liebman and Schaumber participated.)

Charges filed by Painters District Council No. 7; complaint alleged violation of Section 8(a)(1) and (3). Hearing at Milwaukee, Dec. 6-9, 2004 and March 6-8, 2005. Adm. Law Judge Joseph Gontram issued his decision Sep. 14, 2005.

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*Teamsters Local 657 (Texia Productions, Inc.)* (16-CB-6348; 346 NLRB No. 65) San Antonio, TX March 27, 2006. The Board, in this supplemental decision and order, adopted the findings of the administrative law judge, as modified, and ordered the Respondent to pay Victor De La Fuente $80,014.71 in backpay plus interest and $3,835.52 for pension fund contribution. The Board's decision in the underlying unfair labor practice proceeding is reported at 342 NLRB No. 59 (2004). [HTML] [PDF]

The judge determined that $702.31 should be deducted because De La Fuente was unavailable for work for 4 days due to illness. The Board agreed with the General Counsel's assertion that the compliance specification already took into account the period of unavailability and corrected the judge's backpay calculation by adding $702.31 to De La Fuente's back wages and also corrected a mathematical error in the compliance specification which added $10.00 to De La Fuente's back wages

Member Schaumber contended that an additional $40.49 should be added for meal and per diem payments and $40.49 for pension fund contributions that were subtracted by the judge for the same 4-day period of unavailability. Chairman Battista and Member Walsh, however, noted that the General Counsel excepted only to the $702.31 reduction in back wages. They wrote: "Although the Board may, in its discretion, address remedial matters even in the absence of exceptions, we find it would not be appropriate to venture beyond the scope of the General Counsel's exceptions and arguments here."

(Chairman Battista and Members Schaumber and Walsh participated.)

Hearing at San Antonio on Sept. 7, 2005. Adm. Law Judge George Carson II issued supplemental his decision Nov. 1, 2005.

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## LIST OF DECISIONS OF ADMINISTRATIVE LAW JUDGES

*Dodger Theatricals Holdings, Inc. and its Successor Dodger Theatricals, Ltd.* (Actors' Equity Association) New York, NY March 28, 2006. 2-CA-36048; JD(NY)-14-06, Judge Steven Fish.

*Solo Cup Co.* (Electrical Workers [IBEW] Local 1553) Springfield, MO March 28, 2006. 17-CA-22768; JD(SF)-16-06, Judge Thomas M. Patton.

*Don Thomas Bus Co.* (Journeymen and Allied Trades Local 713) New Rochelle, NY March 28, 2006. 2-CA-36754; JD(NY)-15-06, Judge Eleanor MacDonald.

*Gruma Corp. d/b/a Mission Foods* (Food and Commercial Workers Local 99) Phoenix, AZ March 29, 2006. 28-CA-17946, et al.; JD(SF)-17-06, Judge Albert A. Metz.

*Cheney Construction Inc.* (Carpenters Local 918) Mahattan, KS March 29, 2006. 17-CA-22517; JD(SF)-18-06, Judge Thomas M. Patton.

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## NO ANSWER TO COMPLAINT

***(In the following cases, the Board granted the General Counsel's motion for summary judgment based on the Respondent's failure to file an answer to the complaint.)***

*Buffalo Color Corp., Debtor in Possession* (Steelworkers District 4 and Local 3609) (3-CA-25483; 346 NLRB No. 75) Buffalo, NY March 31, 2006. [HTML] [PDF]

*Cargo Point, LP* (Teamsters Local 657) (16-CA-24330; 346 NLRB No. 74) San Antonio, TX March 31, 2006. [HTML] [PDF]

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## WITHDRAWAL OF ANSWER

***(In the following case, the Board granted the General Counsel's motion for summary judgment based on the withdrawal of the Respondent's answer to the complaint.)***

*Rock Technologies, Inc.* (Electrical Workers [IBEW] Local 2) (14-CA-28313, 28341; 346 NLRB No. 68) Chesterfield, MO March 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

*Ingleside at Rock Creek*, Washington, DC, 5-RC-15929, March 29, 2006 (Members Liebman, Schaumber, and Kirsanow)

*P.J. Rosaly Enterprises, Inc. d/b/a Islandwide Express*, San Juan, PR, 24-RC-8452 March 30, 2006 (Chairman Battista and Members Liebman and Schaumber)

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

**DECISION AND CERTIFICATION OF REPRESENTATIVE**

*The Wackenhut Corp*., Plymouth, MA, 1-RC-21971, March 28, 2006 (Members Liebman, Schaumber, and Kirsanow)
*Pyramid Linen Service, Inc*., Yonkers, NY, 2-RC-23057, March 31, 2006 (Members Liebman, Schaumber, and Kirsanow)

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

*Consolidated Waste Service, Corp*., Fajardo, PR, 24-RC-8505, March 28, 2006 (Members Liebman, Schaumber, and Kirsanow)

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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)***

*New York Association for New Americans*, New York, NY, 2-RM-2105, 2-UC-584, March 20, 2006 (Members Liebman, Schaumber, and Kirsanow)
*Sullivan & Cozart, Inc*., Louisville, KY, 9-RC-18048, March 29, 2006 (Members Schaumber and Kirsanow; Member Liebman dissenting)
*J.D. Consulting, LLC d/b/a Donaldson Traditional Interiors*, Huntington and Brooklyn, NY, 29-RC-10336, et al., March 30, 2006 (Members Schaumber, Kirsanow, and Walsh)

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***Miscellaneous Board Orders***

**CERTIFICATION OF REPRESENTATIVE AS BONA FIDE UNDER SECTION 7(B) OF THE FAIR LABOR STANDARDS ACT OF 1938**

*Lapeer County*, Lapeer, MI, 7-WH-14, March 31, 2006
*Lapeer County*, Lapeer, MI, 7-WH-15, March 31, 2006

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