Was the Obama NLRB the Most Partisan Board in History?

The Obama NLRB Upended 4,559 Years of Precedent

Coalition for a Democratic Workplace and Littler's Workplace Policy Institute

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Precedent matters. Long-standing precedent matters most of all. Courts and administrative agencies have long recognized the importance of established precedent.² Precedent that has stood the test of time is the fabric that holds together our jurisprudence system. It permits stability and predictability in the law. It prevents tribunals from issuing arbitrary, capricious and subjective decisions. Long-standing precedent requires that when a tribunal considers changing the law, it provide compelling reasons and rationale for disregarding or substantially modifying holdings on the same issue.³ Indeed, established precedent is arguably one of the most important aspects of our legal system.

However, long-standing precedent does not appear to carry much weight at the Obama Administration's National Labor Relations Board ("NLRB" or "Board"). The Obama NLRB overturned a total 4,105 collective years of precedent in 91 cases and rejected an additional 454 collective years of case law by adopting comprehensive new election rules. Overall, the Obama Board upended 4,559 total years of established law. If our study included Obama Board cases

3Id.

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² Dickerson v. United States, 530 U.S. 428, 443 (2000) (Discussing the Court's rationale for not overruling the long-standing Miranda rule).

overruling precedent, or procedural regulations invalidated by the new election rules, those numbers would be even higher. In each case where the Obama Board changed the law, the resulting new law became more favorable to labor interests than it did under previous Board rulings—frequently at the expense of promoting stable bargaining and economic growth and without regard for balancing the interests of business, labor and employees under the Act. A high percentage of the precedent the Obama Board overturned were more than ten years old and had been previously adopted by Board members of both political parties.

These findings are based on an exhaustive study of all significant decisions issued by the NLRB from the time that President Obama's nominees or appointees constituted a majority on the Board until August 28, 2016, when Democratic Member Kent Hirozawa's term expired.⁵ Exhibit "A" specifies the NLRB members serving during this period and the length of their term. Exhibit "B" contains a list of all cases where the Board expressly acknowledged it was overturning precedent. Exhibit "C" includes precedent that was rejected when the Board adopted comprehensive new election rules over a lengthy dissent by Republican Members Phil Miscimarra and Harry Johnson.⁶ Exhibit "D" contains cases where the Dissent noted that the Board majority substantially changed or modified existing precedent in its decision. Exhibits B, C and D also

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⁴ Cases decided January 4, 2012-July 30, 2013 are not included in this analysis unless reaffirmed by the Board, or enforced by the courts, because they were invalidated by the U.S. Supreme Court in *N.L.R.B. v. Noel Canning*, 134 S. Ct. 2550 (2014).

⁵ The Obama Board took over the majority on June 29, 2010. President Obama's Democratic appointees are eligible to stay on the Board until at least August 27, 2018 (Chairman Pearce).

⁶ NLRB Representation-Case Procedures "Quickie Elections," 79 Fed. Reg. 74307-74490 (Dec. 15, 2014). Our analysis excluded the number of years of procedural precedent that was overturned by the Obama Board when it adopted certain parts of the new election representation rules. If we had included these years of reversed precedent, the total number of years that the Obama Board disregarded and overturned Board law would have been even greater. For example, the part of the Board's new election rules that prohibits parties from filing post-hearing briefs in representation case proceedings overturned years of Board procedural precedent. Other parts of the new election rules also overturned years of Board procedural precedent.

contain a brief description of the case holdings and the number of years of "precedent lost" by the Board's decisions. Finally, Exhibit "E" enumerates the cases excluded from our analysis. These excluded cases involved summary judgment matters, minor remedy cases, and cases involving competing union interests.

The Obama Board overturned established precedent in a largely partisan manner. In no case where the Board overturned, or substantially modified, important principles did a Republican Board member join with the Democratic majority. Stated alternatively, the Board made no unanimous decisions to overturn, or substantially modify, important precedent during the time period in question. Republican Board Members Peter Schaumber, Brian Hayes, Terence Flynn, Phillip Miscimarra, and Harry Johnson continually opposed the rejections of the Board's precedent and filed numerous extensive dissents.

For example, when discussing a change in Board law imposing a discipline bar whenever employees become represented by a labor organization, Member Miscimarra stated in his dissent, "[t]he new obligations take a wrecking ball to eight decades of NLRA case law." Members Miscimarra and Johnson said in their *Browning-Ferris Industries* dissent, "[w]e owe a greater duty to the public than to launch some massive ship of new design into unsettled waters and tell the nervous

⁷ To calculate the years of "precedent lost" we identified the date of the precedent-reversing decision. Next, we identified the year in which the overruled case was decided. Finally, we subtracted from the year of the precedent reversal decision the year in which the overturned case was decided. The resulting figure represents the years of "precedent lost" by each decision.

⁸ Our analysis counted only the initial decision that overruled or substantially changed precedent. We did not count subsequent decisions where the changed or new law was applied. If we had incorporated subsequent instances where the Board applied the new case law overruling precedent, the number of years of overruled precedent would have been ever higher. For example, the Board applied its "overwhelming community of interest test" in initial representation case proceedings multiple times after it issued its precedent-changing decision in *Specialty Healthcare & Rehabilitation Center of Mobile*, 357 NLRB 934(2011). We cited two cases in our analysis where the Board subsequently applied *Specialty Healthcare* because the Board also overturned specific presumptions in particular industries. *See DPI Secuprint, Inc.*, 362 NLRB No. 172 (2015); *Macy's*, 361 NLRB No. 4 (2014) *enf'd*. 824 F.3d 557 (5th Cir. 2016).

⁹ In *In Re Stericycle, Inc.*, 357 NLRB 582 (2011), Member Hayes voted to overrule *Novotel New York*, 321 NLRB 624 (1996), but only on specific grounds. He joined Members Becker and Pearce "to the extent of holding that the Union's involvement with and support for the lawsuit at issue during the critical period constitutes objectionable conduct sufficient to warrant setting aside the election." He disagreed with their decision "to go beyond the facts of this case to create what is essentially a road map for how unions can provide gratuitous benefits, in the form of legal services, to voting employees without running afoul of the Act."

¹⁰ Total Security Management Illinois 1, LLC, 364 NLRB No. 106 (2016).

passengers that 'We'll see how it floats."'¹¹ In *Lamons Gasket*, Member Hayes commented on the Board majority's "purely ideological policy choice, lacking any real empirical support and uninformed by agency expertise." He noted the majority "failed to provide any reasoned explanation why the policies they advocate are preferable to the reasonable policies established in the precedent they now overrule."¹²

Further, many of the precedent reversals discarded decades of bipartisan Board law established and confirmed by both Democratic and Republican Boards. For example, the Board majority's *Lincoln Lutheran* decision overturned 53 years of precedent by holding that a dues checkoff provision of a collective bargaining agreement becomes a term and condition of employment and does not end on the termination date of the contract.¹³ In the Obama Board's majority decision in *Browning-Ferris Industries*, the Board again overturned 30 years of precedent and established a new test to determine whether a joint employer relationship exists between two independent business entities.¹⁴ The Board set a trend of overturning extensive precedent in a single case, including in *Specialty Healthcare* (20 years),¹⁵ *Babcock and Wilcox* (30 years),¹⁶ and *Loomis Armored* (30 years).¹⁷

The Obama Board's partisan nature is not limited to precedent reversal decisions or decisions substantially modifying previous case law. The record of this Board evidences many other attempts to substantially change the direction of the Board, including many decisions to prohibit employers from limiting the scope of their arbitration policies to exclude class action and collective action matters, ¹⁸ decisions imposing additional burdens on employers in collective bargaining to

¹¹ Browning-Ferris Industries of California, Inc., 362 NLRB No. 186 (2015).

¹² Lamons Gasket Co., 357 NLRB 739, 748 (2011).

¹³ Lincoln Lutheran of Racine, 362 NLRB No. 188 (2015).

¹⁴ Browning-Ferris Industries of California, Inc., 362 NLRB No. 186 (2015).

¹⁵ Specialty Healthcare & Rehabilitation Center of Mobile, 357 NLRB 934(2011).

¹⁶ Babcock & Wilcox Construction Co., Inc., 361 NLRB No. 132 (2014).

¹⁷ Loomis Armored US, Inc., 364 NLRB No. 23 (2016).

¹⁸ See D.R. Horton, Inc., 357 NLRB No. 184 (2012) enf. denied in relevant part 737 F.3d 344 (5th Cir. 2013); Murphy Oil USA, Inc., 361 NLRB No. 72 (2014) enf. denied in relevant part 808 F.3d 1013 (5th Cir. 2015) Petition for Certiorari filed (No. 16-307) (September 9, 2016).

obtain "clear and unmistakable waivers" from unions regarding virtually every provision in a labor contract, ¹⁹ and an extremely broad definition of protected concerted activity including otherwise offensive and obstructionist employee conduct in the workplace. ²⁰ The Obama Board also severely restricted the definition of "supervisors" and "managers," which makes it difficult for employers to control productivity, quality, and safety in their workplaces. ²¹ Finally, the Board greatly expanded its analysis and proscription of employer policies in employee handbooks, social media, and related workplace policies. ²² The Board and General Counsel based this initiative largely upon a fictitious "reasonable employee standard" and the theory that employees possess unknown suppressed rights under the NLRA. The NLRB's position as the "Handbook Police" cost the agency and its stakeholders hundreds of thousands of dollars in litigation proceedings in cases where no union activity or employee discipline existed.

The Obama Board's Record Evidences More Than Mere "Policy Oscillation"

Given the way the Board is structured under the National Labor Relation Act ("NLRA"), with the party occupying the White House nominating a majority of the members of the Board, the Obama Board's defenders will argue policy change should have been expected during Obama's presidency. Further, these defenders will no doubt argue that the Obama Board has done nothing more than engage in mere "policy oscillation." Certainly, elections do have consequences.

¹⁹ See Graymont PA, Inc., 364 NLRB No. 37 (2016).

²⁰ See e.g. *Cooper Tire & Rubber Co.*, 363 NLRB No. 194 (2016) (Although the employee's statements were "racist, offensive, and reprehensible," they did not rise to the level of a "likelihood of physical confrontation," and, therefore, the employer acted unlawfully by firing the three employees).

 ²¹ See Cook Inlet Tug & Barge, Inc., 362 NLRB No. 111 (2015); Buchanan Marine, L.P., 363 NLRB No. 58 (2015).
 ²² See e.g. Hills & Dales Gen. Hospital, 360 NLRB No. 70 (2014); First Transit, Inc., 360 NLRB No. 72 (2014); Fresh & Easy Neighborhood Mkt., 361 NLRB No. 8 (2014); Hitachi Capital Am. Corp., 361 NLRB No. 19 (2014); Three D, LLC., 361 NLRB No. 31 (2014) enf d. 629 Fed.Appx. 33 (2d Cir. 2015); Quicken Loans, Inc., 361 NLRB No. 94 (2014); DirecTV, 362 NLRB No. 48 (2015) enf. denied 650 Fed.Appx. 846 (5th Cir. 2016); Lily Transportation, 362 NLRB No. 54 (2015); Boch Honda, 362 NLRB No. 83 (2015) enf d. 826 F.3d 558 (1st Cir. 2016); Remington Lodging & Hospitality, 362 NLRB No. 123 (2015); Caesars Entertainment, 362 NLRB No. 190 (2015); Shadyside Hospital, 362 NLRB No. 191 (2015); William Beaumont Hosp., 363 NLRB No. 162 (2016); T-Mobile USA, Inc., 363 NLRB No. 171 (2016); Schwan's Home Service, Inc., 364 NLRB No. 20 (2016); Daily Grill, 364 NLRB No. 36 (2016); Chipotle Mexican Grill, 364 NLRB No. 72 (2016); G4S Secure Solutions, 364 NLRB No. 92 (2016); Novelis Corp., 364 NLRB No. 101 (2016).

However, no prior modern-era Republican Board overruled the same years of precedent, or rejected employer positions at such a high rate in substantive cases.

Additionally, defenders of the Obama Board may argue that it was not deciding cases improperly because reviewing courts have affirmed its decisions at a high rate. This argument ignores the reality of judicial review of NLRB decisions. First, a significant number of Board decisions are never appealed by adversely affected parties for a variety of reasons, including financial. Second, under the *Chevron* deference standard, reviewing courts often have limited discretion to reject Board decisions.²³ Third, many of the cases that reach the appellate courts involve non-substantive decisions and the courts maintain little discretion to reject the Board's factual findings. Fourth, the Board's own court affirmance statistics may be misleading because they count a decision by a reviewing court that upholds any part of a Board order as a "win."

Finally, court decisions have been highly critical of the Board. Recently, for example, in Heartland Plymouth Court, MI, the U.S. Court of Appeals for the D.C. Circuit strongly chastised the Board. The court stated, "[f]acts may be stubborn things, but the Board's longstanding 'non acquiescence' towards the law of any circuit diverging from the Board's preferred National Labor policy takes obduracy to a new level."²⁴ The court concluded that "the Board's conduct before us manifests a stubborn refusal to recognize any law. The Board's obstinacy forced Heartland to waste time and resources fighting for a freedom the Board knew our precedent would provide."²⁵ Just last month, in the Fifth Circuit's response to the employer's request for a rehearing en banc in Macy's, Inc. v. N.L.R.B., a six-member dissent provided a scathing review of the NLRB's application of

²³ See, Chevron U.S.A., Inc. v. Natural Resources Defense Council, Inc., 467 U.S. 837 (1984).

²⁴ Heartland Plymouth Court MI, LLC v. N.L.R.B., 2016 U.S. App. LEXIS 17688 at *29-30 (D.C. Cir. Sept. 30, 2016) (Granting employer's request for attorney's fees for the NLRB's bad faith litigation). ²⁵Id.

Specialty Healthcare.²⁶ The dissent noted that the appeal presented "another example of the current National Labor Relations Board's determination to disregard established principles of labor law." The dissent asserted that "underlying foundations" of the NLRB's decision were "marred by the misapplication of the NLRA and its historical interpretation." The dissent concluded that through the NLRB's application of Specialty Healthcare, and its refusal to apply long-standing Board precedent recognizing that storewide units were presumptively appropriate in a retail setting, the NLRB effectively gave controlling weight to the extent of union organization. The dissent also concluded the Board "not only abused its discretion and violated the NLRA as noted, but it also inadequately explained the reasons for its decision, thereby disregarding our circuit precedent and preventing proper judicial review."

The statistics speak for themselves. Under any type of objective analysis, the Obama Board has pursued a partisan labor-oriented agenda. Additionally, the Obama Board overturned extremely high numbers and years of long-standing bipartisan precedents, often in a manner that appears to be results-oriented. A new Board, as well as a new Congress, will soon have the opportunity to balance the interests of employers, workers and unions under the NLRA. The Board will hopefully return to its traditional role of a neutral arbiter of labor disputes.

²⁶ Macy's, Inc. v. N.L.R.B., No. 15-60022 (5th Cir. Nov. 18, 2016). The court voted 9-6 to deny the petition for panel rehearing of June 2, 2016 Opinion reported at Macy's, Inc. v. N.L.R.B., 824 F.3d 557 (5th Cir. 2016).

²⁷ *Id.*, slip op. at 3.

²⁸ *Id.*, slip op at 13.

EXHIBIT A NLRB MEMBERSHIP SINCE JUNE 2010²⁹

Name	Date(s) of Office	Additional Information
Wilma B. Liebman-D	11/14/97 – 08/27/11	Appointed by President Bill Clinton. Confirmed by Senate on 11/08/97 for a first term that expired on12/16/02. Confirmed on 11/22/02 for a second term that expired 8/27/06. Confirmed for a third term on 08/03/06 expiring on 08/27/11. President Obama designated as Chairman on 01/20/09, serving until 08/27/11.
Peter Schaumber-R	12/17/02 - 08/27/05 09/01/05 - 08/27/10	Confirmed by Senate 11/22/02 for first term that expired 8/27/05. Served under recess appointment by President Bush from 9/1/05 - 8/3/06, when he was confirmed by Senate for a second term expiring 8/27/2010. Designated Chairman by President Bush on 3/19/08, serving until 1/19/09.
Craig Becker-D	04/05/10 - 01/03/12	Recess appointed by President Obama.
Mark G. Pearce-D	04/07/10 – Present	Recess appointed by President Obama. Confirmed by the Senate on June 22, 2010. Sworn in for a second term on 8/23/13. President Obama designated as Chairman on August 27, 2011.
Brian Hayes-R	06/29/10 – 12/16/12	Confirmed by Senate on 06/22/10.
Sharon Block-D	01/09/12 - 08/02/13	Recess appointed by President Obama, but that appointment was invalidated by the U.S.

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²⁹ This information is adapted from the NLRB Website. *NLRB Board Membership Since 1935*, NAT'L LAB. REL. BD., https://www.nlrb.gov/who-we-are/board/board-members-1935 (last visited Nov. 9, 2016).

		Supreme Court in N.L.R.B. v. Noel Canning, 134 S. Ct. 2550
		(2014).
Terence F. Flynn-R	01/09/12 - 07/24/12	Recess appointed by President
		Obama, but that appointment
		was invalidated by the U.S.
		Supreme Court in N.L.R.B. v.
		Noel Canning, 134 S. Ct. 2550
		(2014).
Richard F. Griffin,	01/09/12 - 08/02/13	Recess appointed by President
JrD		Obama, but that appointment
		was invalidated by the U.S.
		Supreme Court in N.L.R.B. v.
		Noel Canning, 134 S. Ct. 2550
		(2014).
Nancy J. Schiffer-D	08/02/13 – 12/15/14	Confirmed by Senate on
		07/30/13.
Kent Y. Hirozawa-D	08/05/12 – 08/27/16	Confirmed by Senate on
		07/30/13.
Philip A. Miscimarra-	08/07/13 – Present	Confirmed by Senate on
R		07/30/13.
Harry I. Johnson III-	08/12/13 - 08/27/15	Confirmed by Senate on
R		07/30/13
Lauren McFerran-D	12/16/14 - Present	Confirmed by Senate on
		12/17/14.

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EXHIBIT B REVERSAL OF PRECEDENT BY OBAMA NLRB

Decision by Obama NLRB	Summary of Decision	NLRB Precedent Overruled	Duration of Precedent
2016 Cases			507 years
Guardsmark, LLC, 363 NLRB No. 103 (2016)	A 3-1 majority overruled the long-standing rule that the mass-meeting prohibition begins when the ballots are scheduled to be mailed by the Regional Office. Instead, the Board prohibited mass captive-audience speeches by parties within the 24-hour period prior to the mailing of the ballots.	Oregon Washington Telephone, 123 NLRB 339 (1959)	57 years
Loomis Armored US, Inc., 364 NLRB No. 23 (2016)	A 3-1 majority found that an employer that voluntarily recognized a "mixed-guard" union as the representative of its employees could not withdraw recognition during a time when no collective bargaining agreement was in place without an actual loss of majority support for the union.	Wells Fargo Corp., 270 NLRB 787 (1984)	32 years
Graymont PA, Inc., 364 NLRB No. 37 (2016)	A 3-1 majority found that the Board may consider an employer's failure to timely disclose requested information, even when the violation is not alleged in the complaint, if the issue is closely connected to the subject matter of the complaint and has been fully litigated.	Raley's Supermarkets & Drug Centers, 349 NLRB 26 (2007)	9 years
Miller & Anderson, Inc., 364 NLRB No. 39 (2016)	A 3-1 majority found that employer consent is not necessary for bargaining units that combine jointly employed and solely employed employees of a single user employer. The Board will apply traditional community of interest factors to determine whether such units are appropriate.	Oakwood Care Center, 343 NLRB No. 659 (2004)	12 years
Trustees of Columbia University, 364 NLRB No. 90 (2016)	A 3-1 majority found that students who performed services at a university in connection with their studies were statutory employees within the meaning of Section 2(3) of the Act.	Brown University, 342 NLRB 483 (2004).	12 years
King Soopers, Inc., 364 NLRB No. 93 (2016)	A 3-1 majority modified the Board's make-whole remedy regarding search-for-work expenses. Search-for-work and interim work expenses will be	Crossett Lumber Co., 8 NLRB 440 (1938) English Mica Co., 101	78 years 64 years
	awarded as part of the remedy for discriminatory termination of	NLRB 1061 (1952)	, ,

	employment regardless of interim earnings and will no longer be treated as an offset that reduces the amount of interim earnings deducted from back pay.	West Texas Utilities Co., 109 NLRB 936 (1954) Mastro Plastics Corp., 136 NLRB 1342 (1962)	62 years 54 years
		North Slope Mechanical, 286 NLRB 633 (1987)	29 years
Total Security Management Illinois 1, LLC, 364 NLRB No. 106 (2016)	A 3-1 majority found that the employer violated the Act by discharging three employees without bargaining with a union after it was certified. Discretionary discipline is a mandatory subject of bargaining, like other terms and conditions of employment, and employers may not impose that discipline unilaterally on employees represented by a union, but not yet covered by a collective-bargaining agreement.	McClatchy Newspapers, Inc., 337 NLRB 1161 (2002)	14 years
E.I. Du Pont de Nemours, 364 NLRB No. 113 (2016)	On remand from the D.C. Circuit, a 3-1 majority found that the employer violated the Act by making unilateral changes to company-wide benefit plans after expiration of the collective	Beverly Health & Rehabilitation Services, Inc., 346 NLRB 1319 (2006)	10 years
	bargaining agreement. Discretionary unilateral changes made pursuant to a past practice developed under an expired management rights clause are unlawful because the clause does not extend beyond expiration in the absence of evidence of the parties' contrary intention. The employer's changes during the life of the contract did not establish a status quo that the employer was permitted to continue after expiration.	Courier-Journal, 342 NLRB 1093 (2004) Capitol Ford, 343 NLRB 1058 (2004)	12 years 12 years
United States Postal Service, 364 NLRB No. 116 (2016)	A 3-1 majority found the Board will not approve settlements without full default language for future violations.	Copper State Rubber, 301 NLRB 138 (1991) Food Lion, Inc., 304 NLRB 602 (1991)	25 years 25 years
2015 Cases			173 years
American Baptist Homes dba Piedmont Gardens, 362 NLRB No.	A 3-2 majority overruled a blanket rule exempting witness statements from the general obligation to honor union	Anheuser-Busch, Inc., 237 NLRB 982 (1978)	37 years

139 (2015)	requests for information. In future cases, when an employer argues that it has a confidentiality interest in protecting witness statements from disclosure, the Board will apply the <i>Detroit Edison v. NLRB</i> , 440 U.S. 301 (1979) test, which balances the union's need for requested information against any legitimate and substantial confidentiality interests established by the employer.		
Browning-Ferris Industries of California, Inc., d/b/a BFI Newby Island Recyclery, 362 NLRB No. 186 (2015)	A 3-2 majority changed the standard for deciding whether two companies are joint employers. Two or more entities may be found joint employers of a single work force if they are (a) both employers within the common law meaning and (b) share or	TLI, Inc., 271 NLRB 798 (1984) Laerco Transportation, 269 NLRB 324 (1984)	31 years 31 years
	codetermine those matters governing the essential terms and conditions of employment. The majority will no longer require that a joint employer	AM Property Holding Corp., 350 NLRB 998, 1001 (2007)	8 years
	possess the authority to control terms and conditions of employment, and also exercise that authority, or that it exercise that authority directly and immediately rather than in a limited and routine manner.	Airhorne Freight Co., 338 NLRB 597 (2002)	13 years
Lincoln Lutheran of Racine, 362 NLRB No. 188 (2015) The Board originally overruled Bethlehem Steel in WKYC-TV, Inc., 359	A 3-2 majority held that an employer's obligation to check off union dues continues after expiration of a collective bargaining agreement. The majority overruled Board law finding that this obligation ceases when the agreement expires because the Board	Bethlehem Steel Co., 136 NLRB 1500 (1962)	53 years
NLRB No. 30 (2012). However, that case was invalidated by the U.S. Supreme Court in N.L.R.B. v. Noel Canning, 134 S.Ct. 2550 (2014).	never provided a coherent explanation.		123 years
Fresh & Easy Neighborhood	A 2-1 majority found that an employee	Holling Press, Inc., 343	10 years
Market., Inc., 361 NLRB No. 12 (2014)	was engaged in protected concerted activity for the purpose of mutual aid or protection when she sought assistance from her coworkers to raise a sexual harassment complaint to her employer.	NLRB 301 (2004)	
FedEx Home Delivery, 361 NLRB No. 55 (2014)	A 3-1 majority overruled <i>St. Joseph</i> News-Press to the extent that decision	St. Joseph News Press, 345 NLRB 474	9 years

Request for reconsideration	mistakenly suggested that the Board	(2005)	
denied 362 NLRB No. 29	cannot consider evidence that a	(2003)	
(2015)	putative employer has effectively		
(2013)			
	imposed constraints on an individual's		
	ability to render services as part of an		
	independent business.		
Pressroom Cleaners, 361	A 3-2 majority overruled precedent on	Planned Building	8 years
NLRB No. 57 (2014)	the appropriate remedy when a	Services, 347 NLRB	
	statutory successor employer refuses to	670 (2006)	
	hire the predecessor's employees. For		
	a statutory successor, the predecessor's		
	terms and conditions of employment		
	continue until the parties bargain to		
	agreement or impasse. An employer		
	may no longer show in compliance		
	proceedings that it would not have		
	agreed to the monetary provisions of		
	the predecessor's collective-bargaining		
	agreement.		
	Thus, when a successor employer		
	unilaterally changes the predecessor's		
	terms and conditions of employment,		
	the remedy will include restoration of		
	those terms and conditions until the		
	parties bargain in good faith to		
	agreement or impasse.		
Purple Communications, Inc.,	A 3-2 majority found that an employer	Register Guard, 351	7 years
361 NLRB No. 126	that gives its employees access to its	NLRB 1110 (2007)	, ,
(2014)	email system must presumptively	11110 (2001)	
(2014)	permit the employees to use that		
	system for statutorily protected		
	communications during nonworking		
	time. An employer may rebut the		
	presumption by showing that special		
	circumstances make its restrictions		
	necessary to maintain production and		
	discipline.		
Babcock & Wilcox	A 3-2 Board majority modified the	Spielberg Mfg. Co., 112	59 years
Construction Co., Inc., 361	Board's standard for deferring to	NLRB 1080 (1955)	
NLRB No. 132 (2014)	arbitration decisions. Deferral is solely		
	a matter for the Board's discretion	Olin Corp., 268 NLRB	
	because Section 10(a) of the Act allows	573 (1984)	30 years
	the Board to adjudicate unfair labor		
	practice charges even though they		
	might have been the subject of an		
	arbitration proceeding and award. The		
	new standard places the burden on the		
	party urging deferral to show: 1) the		
	I ambutmatam versa accept author accept		
	arbitrator was explicitly authorized to		
	arbitrator was explicitly authorized to decide the unfair labor practice issue; 2) the arbitrator was presented with and		

2013 Cases Albertson's, LLC, 359 NLRB No. 147 (2013) This decision was reaffirmed after the Supreme Court's decision in NLRB v. Noel Canning, 134 S. Ct. 2550 (2014) in Albertson's, LLC, 361 NLRB No. 71 (2014).	considered the statutory issue (or was prevented from doing so by the party opposing deferral); and 3) Board law reasonably supports the arbitral award. The Board overruled earlier precedent to the extent that it holds that the solicitation of grievances cannot be found unlawful if the employee fails to raise a grievance in response to the solicitation. The legality of employer conduct does not turn on an employee's subjective reaction. The fact that an employee remained silent in response to a solicitation of grievances does not negate the coercive tendency of the solicitation.	William T. Burnett & Co., 273 NLRB 1084 (1984)	29 years 29 years
2012 Cases	terracticy of the solicitation.		55 years
Cases Decided 1/4/12-7/30/13 are not included in this review unless reaffirmed by the Board, or enforced by the courts, because they were invalidated by the U.S. Supreme Court in N.L.R.B. v. Noel Canning, 134 S. Ct. 2550 (2014).			
In Re Latino Express, Inc., 359 NLRB No. 44 (2012) This decision was reaffirmed after the Supreme Court's decision in N.L.R.B. v. Noel Canning, 134 S. Ct. 2550 (2014) in Latino Express, Inc. 361 NLRB No. 137 (2014). The Board continues to cite the original case and apply this remedy. See e.g. Remington Lodging & Hosp., LLC d/b/a the Sheraton Anchorage, 363 NLRB No. 6 (2015)	The Board imposed a new remedy requiring employers to compensate employees for the adverse tax consequences of receiving one or more lump-sum backpay awards covering periods longer than one year.	Laborers Local 282, 271 NLRB 878 (1984) Hendrickson Bros. Inc., 272 NLRB 438 (1985)	28 years 27 years
2011 Cases	T 10 1 2 2 3 5 10 1	NT JNT NY 1 CO.	54 years
Stericycle, Inc., 357 NLRB 582 (2011)	In a split decision, the Board found that a union engages in objectionable conduct warranting a second election	Novotel New York, 321 NLRB 624 (1996)	15 years

	by financing a lawsuit filed during the		
	critical period that states employment		
	claims on behalf of unit employees and		
	1		
I	notifying employees of the lawsuit. ³⁰	D Ct 251	4
Lamons Gasket Co., 357	A 3-1 majority overruled the Board's	Dana Corp., 351	4 years
NLRB 739 (2011)	2007 decision in Dana Corp.	NLRB 434 (2007)	
	establishing a modified recognition bar		
	and a 45-day "window period" after		
	voluntary recognition when employees		
	may file a decertification petition. The		
	Board instituted a rule barring an		
	election petition for a reasonable		
	period of time after voluntary		
	recognition of a representative		
	designated by a majority of employees.		
In Re Ugl-Unicco Serv. Co.,	A 3-1 majority restored the successor	MV Transportation,	9 years
357 NLRB 801 (2011)	bar doctrine. Under that doctrine,	337 NLRB 770	
,	when a successor employer acts in	(2002)	
	accordance with its legal obligation to		
	recognize an incumbent representative		
	of its employees, the previously chosen		
	representative is entitled to represent		
	the employees in collective bargaining		
	with their new employer for a		
	reasonable period of time without		
	challenge to its representative status.		
	The Board defined the reasonable bar		
	period from 6 months to 1 year from		
	the date of the first bargaining session		
	between the union and the successor		
C . 1 TT 11	employer, depending on the situation.	D 1 11 C	20
Specialty Healthcare &	A 3-1 majority fundamentally changed	Park Manor Care	20 years
Rehab. Ctr. of Mobile, 357	the standard for determining whether a	Center, Inc., 305	
NLRB 934 (2011)	petitioned-for unit is appropriate.	NLRB 872 (1991)	
	When a petition is filed in a unit of		
	employees who are readily identifiable		
	as a group—based on job		
	classifications, departments, functions,		
	work locations, skills, or similar		
	factors—and the Board finds that the		
	employees in the group share a		
	community of interest, the Board will		
	find the petitioned-for unit to be an	1	1

³⁰ In this case, Member Hayes joined Members Becker and Pearce in overruling *Novotel New York*, 321 NLRB 624 (1996), only to the extent of holding that the Union's involvement with and support for the lawsuit at issue during the critical period constitutes objectionable conduct sufficient to warrant setting aside the election. He disagreed with their decision to go beyond the facts of the case to create "essentially a road map for how unions can provide gratuitous benefits, in the form of legal services, to voting employees without running afoul of the Act."

	appropriate unit, unless the employer		
	demonstrates that employees in a larger		
	unit share an overwhelming		
	community of interest with those in the		
	petitioned-for unit.		
Goya Foods of Florida, 356	The Board issued a remedy making	Brooklyn Hospital	6 years
NLRB 1461 (2011)	employees whole for any losses due to	Center, 344 NLRB	
	an employer's change to health	404 (2005)	
	insurance plans regardless of whether		
	the Union requests rescission of the		
	unlawful changes and restoration of the		
	status quo plan. Remedy Case.		
Total Years of			941 years
Precedent Overruled			

EXHIBIT C PRECEDENT EFFECTIVELY REVERSED BY OBAMA NLRB'S NEW ELECTION RULE

Obama NLRB Election Rule Change	NLRB Precedent Overruled	Years of Precedent
29 C.F.R. §§ 102.62(d); 102.67 Requires employers to disclose full names, work locations, shifts, job classifications, home and cell phone numbers, and available email addresses of all eligible voters within two days of Decision and Direction of Election or approval of Election Agreement. Failure to serve list in specified time or format is	Excelsior Underwear, Inc., 156 NLRB 1236 (1966) (Establishing the requirement that 7 days after approval of an election agreement, or issuance of a decision and direction of election, the employer must file an election eligibility list containing the names and home addresses of all eligible voters with the regional director, who in turn makes the list available to all parties). N.L.R. B. v. Wyman-Gordon Co., 394 U.S. 759, 767 (1969) (Excelsior disclosure requirements are substantively	49 years 46 years
grounds for setting aside election.	Mod Interiors, Inc., 324 NLRB 164 (1997) (Election set aside when employer has not substantially complied with Excelsior requirements. In this case, eligibility lists contained errors on 40 percent of the employees' information).	18 years
20 C.F.R. § 102.63(a) Hearing held within 8 days of Notice of Hearing	Croft Metals, Inc., 337 NLRB 688 (2002) (Provides that Regional Director must provide parties at least 5 working days' notice of hearing, but did not impose additional procedural requirements within same time period, such as position statement and offer of proof).	13 years
29 C.F.R. §§ 102.64(a); 102.66 Disputes concerning eligibility or inclusion in the unit need not be resolved before an election. Limits pre-election hearings to focus solely on whether there is a question of representation.	Angelica Healthcare Services Group, Inc., 315 NLRB 1320 (1995) (The language of Section 9(c)(1) of the Act requires the Regional Director to provide "an appropriate hearing" prior to finding that a question concerning representation existed and directing an election).	20 years
29 C.F.R. §§ 102.63(b)(1); 102.66(d) Requires filing of position statement 24 hours before hearing or party waives right to make arguments 29 C.F.R. §§ 102.63(b)(i) and (iii)	Seattle Opera Assn., 323 NLRB 641 (1997) and Mariah, Inc., 322 NLRB 586 fn. 1 (1996) (Examination and cross-examination of witnesses are permitted and parties are expected to take positions on the matters raised at the hearing). Allen Health Care Services, 332 NLRB 1308 (2000)	18 years 19 years

Employer must describe	(Board's duty to ensure due process for the parties in	15 years
appropriate unit in position	the conduct of the Board proceedings requires that the)
statement if contests unit,	Board provide parties with the opportunity to present	
including identifying all	evidence and advance arguments concerning relevant	
individuals in proposed unit and	issues).	
those individuals whose eligibility the employer intends to contest	Bennett Industries, Inc., 313 NLRB 1363 (1994)	
the employer intends to contest	(The purpose of the hearing is to ensure that the record	
	contains as full a statement of the pertinent facts as may be necessary for determination of the case; The Board's duty to ensure due process for the parties in	21 years
	the conduct of the Board proceedings requires that the Board provide parties with the opportunity to present	
	evidence and advance arguments concerning relevant issues. Hearings are intended to afford parties "full opportunity to present their respective <i>positions</i> and to	
	produce the significant facts in support of their contentions.").	
	Amerihealth Inc./Amerihealth HMO, 326 NLRB 509 (1998) (A Regional Director may use a Notice to Show	
	Cause procedure to assist in expediting a representation	
	case but that procedure cannot be a substitute for a	
	hearing).	17 years
29 C.F.R. § 102.64(a)	Barre-National Inc., 316 NLRB 877 (1995) (Right to	20 years
No right to pre-election hearing on whether certain employees, or	present evidence at pre-election hearing).	, ,
groups of employees, including	Int'l Hod Carriers Bldg. & Common Laborers Union of	F.2
supervisory status, are eligible to vote	America, 135 NLRB 1153 (1962) (Congress rejected efforts to dispense generally with preelection hearings).	53 years
	N.L.R.B. v. S.W. Evans & Son, 181 F.2d 427, 430 (3rd	
	Cir. 1950) and <i>Utica Mutual Insurance Co. v. Vincent</i> , 375 F.2d 129, 133 (2d Cir. 1967)	65 years
	(In 1947 amendments, Congress made pre-election	48 years
	hearings mandatory by adding Section 9(c)(1) and (4) to the Act).	,
	N. Manchester Foundry, Inc., 328 NLRB 372 (1999)	
	(Board recognizes statutory right to introduce evidence on issues of voter eligibility at pre-election hearing).	
	Doutige Octoor athic Hartital 227 NI DD 1172 (1990)	16 years
	Pontiac Osteopathic Hospital, 327 NLRB 1172 (1999) (Once on notice of a substantial issue, the hearing officer is obligated to conduct inquiry).	
		16 years

Total Years of Precedent	454
Overruled by New Election	
Rule	

EXHIBIT D PRECEDENT CITED BY DISSENT AS SUBSTANTIALLY CHANGED OR MODIFIED BY THE OBAMA NLRB

Case Name	Summary of Decision	NLRB Precedent cited by Dissent	Number of Years of
		Substantially	Precedent
		Changed or	Effectively
		Modified by	Overruled
		Decision	
2016 Cases			472
Ace Heating & Air	A 2-1 majority found that a	Indianapolis	63 years
Conditioning Co., Inc.,	prounion supervisor involved	Newspapers, Inc., 103	
364 NLRB No. 22 (2016)	in organizing, who threatened business closure on behalf of	NLRB 1750 (1953) and	
(2010)	the employer, was acting in his	Montgomery Ward &	60 years
	capacity as a supervisor and	Co., 115 NLRB 645	o o y care
	agent with apparent authority.	(1956) (When the	
	Therefore, the employer was	supervisor in	
	liable for his threat.	question is openly	
		prounion, further	
		inquiry is warranted	
		to determine	
		whether employees	
		would reasonably view the supervisor	
		as speaking for	
		management).	
Omni Commercial	A 2-1 majority found that an	N.L.R.B. v. City	32 years
Lighting, Inc., 364	employer violated Section	Disposal Systems, Inc.,	
NLRB No. 54 (2016)	8(a)(1) by terminating an	465 U.S. 822 (1984)	
	employee for asserting rights	(Urging employer to	
	he believed he had under a	execute a different	
	collective bargaining	CBA and pay him	
	agreement. The question was	the higher wages	
	whether the employee had a reasonable and honest belief	and benefits set forth in that	
	that he was entitled to the	different agreement	
	contractual terms in the	is not concerted	
	agreement, not whether the	activity within the	
	contractual claim was factually	Interboro doctrine).	
	correct.	<u> </u>	
United States Postal	A 2-1 majority found that the	Felix Industries, Inc.,	15 years
Service, 364 NLRB No.	Postal Service violated Sections	251 F.3d 1051 (D.C.	
62 (2016)	8(a)(3) and (1) by disciplining a	Cir. 2001) (Calling a	
	union steward because of her	supervisor an	
	profane and threatening	obscene name three	

	conduct during a grievance	times and saying	
	discussion. Her obnoxious	that employee did	
	conduct did not cause her to	not need to listen to	
	lose the Act's protection.	the supervisor	
	F	weighed against	
		protection).	
		protection).	
		Stanford Hotel, 344	
		NLRB 558, 559	
		(2005) (Calling a	11 years
		manager an obscene	11 years
		name while angrily	
		pointing finger	
		weighed against	
		protection).	
		41	
		Aluminum Co. of	
		America, 338 NLRB	
		20 (2002) (Loudly	
		using a profanity	14 years
		and naming a	
		supervisor weighed	
		against protection).	
Southern Bakeries, LLC,	A 2-1 majority found, in	N.L.R.B. v. Gissel	47 years
364 NLRB No. 64	relevant part, that the employer	Packing Co., 395 U.S.	
(2016)	violated Section 8(a)(1) by	575 (1969) (Section	
	disparaging a union during a	8(c) gives employers	
	decertification campaign. The	the right to express	
	Board concluded that the	"views, argument, or	
	employer implicitly threatened	opinion" about	
	that continued representation	union-related	
	would lead to plant closure by	matters, provided	
	characterizing the union as	such expressions do	
	untrustworthy, powerless in	not contain any	
	negotiations, and prone to	threat of reprisal or	
	engaging in strikes that resulted	force or promise of	
	in job loss and stating that the	benefit).	
	employer's represented		
	employees earned less than its	Children's Center for	
	unrepresented employees.	Behavioral	
		Development, 347	10 years
		NLRB 35 (2006)	
		and	
		Trailmobile Trailer,	
		<i>LLC</i> , 343 NLRB 95	
		(2004) (Words of	12 years
		disparagement alone	
		concerning a union	
		or its officials are	
		insufficient for	
		finding a violation).	
		,	
L	<u> </u>	l .	ı

I OCCANIAN	
Insurance, 263 NLRB	
127(1982) (The	
Board does not	
police the accuracy 34 years	
of statements made	
during an election	
campaign).	
Capital Medical Center, The Board imposed a Providence Hospital, 29 years	
364 NLRB No. 69 balancing test in the acute care 285 NLRB 320	
(2016) hospital setting for on- (1987) (The	
premises hospital picketing presence of	
that requires the employer to picketers on hospital	
show that the prohibition is property tends to	
needed to prevent patient disturb patients	
disturbance or disruption of entering and leaving	
health care operations to the hospital).	
validly restrict Section 7	
activity in non-patient care	
areas. Chipotle Mexican Grill, A Board panel found that a Sam's Club, 349 9 years	
364 NLRB No. 72 restaurant violated Section NLRB 1007 (2007)	
(2016) 8(a)(1) by instituting a rule (In a retail business,	
prohibiting employee it is appropriate to	
solicitation during nonwork prohibit solicitation	
time "in work areas within the on the sales floor	
visual or hearing range of where solicitation	
customers." This rule was would interfere with	
overbroad because it included sales and disrupt	
areas where customers had no business).	
right to be physically present	
but might have some visual or	
hearing access.	
StaffCo of Brooklyn, A 2-1 Board majority found Cauthorne Trucking, 35 years	
LLC, 364 NLRB No. that an employer unlawfully 256 NLRB 721	
102 (2016) ceased making contributions to (1981) (Pension plan	
a pension fund upon the language providing	
expiration of a collective that at the expiration	
bargaining agreement of the collective	
extension. The majority bargaining	
rejected an argument that agreement the	
language in a pension plan employer's	
agreement and declaration of obligation under this	
trust constituted a waiver by pension plan shall	
the union of its right to bargain terminate expressly	
about the continuation of waived the union's	
benefits following contract right to bargain over	
expiration. employer's cessation	
of pension	
contribution).	
Durham School Services, A 2-1 majority found that a Histacount Corp., 278 30 years	
L.P., 364 NLRB No. high-level manager violated NLRB 681 (1986)	

107 (2010)	0 : 0()(4) 1 :	(2) 1 :	
107 (2016)	Section 8(a)(1) by suggesting to	(Statement that it	
	two employees that it was futile	would take two	
	to choose a union for	years or more before	
	representation because it	the Company would	
	would take years for the union	be legally compelled	
	to enter into a collective	to bargain was not a	
	bargaining agreement.	threat of futility).	
Wal-Mart Stores, Inc.,	A 2-1 majority found that the	Restaurant Horikawa,	34 years
364 NLRB No. 118	employer unlawfully	260 NLRB 197	, and the second
(2016)	disciplined six employees	(1982) (Board gave	
	because they engaged in a one-	special deference to	
	and-a-half-hour in-store work	retail employers to	
	stoppage with a group of non-	proscribe sales floor	
	employee protestors over	disruptions as a	
	working conditions. The group	means of protecting	
	displayed an eight-foot long	the	
	banner in the customer service	customer/retailer	
		relationship).	
	area and took photographs,	ieiauoiisinp).	
	wore union shirts and held		
	signs. Work stoppages are		
	protected by Section 7 of the		
	Act and inconvenience or		
	dislocation of property rights		
	may be necessary in order to		
	safeguard Section 7 rights.		
Columbia College	A 2-1 majority found that the	McClatchy Newspapers,	13 years
Chicago, 363 NLRB	employer violated Section	<i>Inc.</i> , 339 NLRB 1214	
No. 154 (2016)	8(a)(5) and (1) by failing to	(2003) (No duty to	
	bargain with the Union about	bargain regarding	
	the effects of its decision to	changes that are	
	reduce the number of credit	"the inevitable	
	hours awarded for certain	consequences of a	
	courses and by setting unlawful	permissible	
	preconditions to bargaining.	managerial decision"	
		where there is no	
		possibility of an	
		alternative change in	
		terms of	
		employment that	
		would have	
		warranted	
		bargaining).	
Hogan Transports, Inc.,	A 2-1 majority found that the	TNT Logistics North	11 years
363 NLRB No. 196	· -	America, Inc., 345	11 years
	employer's statements regarding the possibility of job	-	
(2016)	loss due to client contracts	NLRB 290 (2005)	
		(Employer did not violate Act when its	
	requiring the maintenance of a		
	nonunion work force were	supervisors told an	
	unlawful because the record	employee that its	
	showed only one client	primary customer,	
	contract requiring the	Home Depot, would	
	Respondent to remain	cancel its contract if	

	nonunion	ampleyees rested to	
	nonunion.	employees voted to	
		unionize).	
		Curwood Inc., 339	
		NLRB 1137 (2003)	13 years
		enf'd in relevant part	
		397 F.3d 548 (7th	
		Cir. 2005)	
		(Employer did not	
		violate Act in letter	
		telling employees	
		that being unionized	
		is viewed negatively	
		by our customers).	
2015 Cases			688 years
Verizon New England,	A 2-1 majority refused to defer	Smurfit-Stone	10 years
Inc., 362 NLRB No.	to an arbitration award finding	Container Corp., 344	
24 (2015) enf. denied	employees' display of	NLRB 658 (2005)	
826 F.3d 480 (D.C.	informational picket signs in	(Board's mere	
Cir. 2016)	the windows of personal	disagreement with	
,	vehicles parked on the	the arbitrator's	
	employer's property	conclusion would be	
	constituted picketing in	an insufficient basis	
	violation of the no-picketing	for the Board to	
		decline to defer to	
	provision of a collective		
	bargaining agreement. The	the arbitrator's	
	majority found that the award	award).	
	was clearly repugnant to the		
	Act because the contractual	Andersen Sand &	30 years
	provisions did not address or	Gravel Co., 277	
	reasonably encompass the	NLRB 1204, 1205	
	display of signs in personal	fn. 6 (1985)	
	vehicles.	("Deferral"	
		recognizes that the	
		parties have	
		accepted the	
		possibility that an	
		1	
		arbitrator might	
		decide a particular	
		set of facts	
		differently than	
		would the Board.").	
Howard Industries., Inc.,	A 2-1 majority found that an	NLRB v. J.	40 years
362 NLRB No. 35	employer violated the Act by	Weingarten, 420 U.S.	
(2015)	threatening a union steward	251 (1975)	
	with discipline for using notes	(Employer is free to	
	while representing an employee	insist on hearing the	
	during an investigatory	employee's own	
	interview. During the	account of the	
	interview, the steward raised	matter under	
	his notebook and the employee	investigation.)	
	read aloud from the steward's	mivesugation.)	
	read aroud from the steward's		

		N. I. D. II	22
	notes. The manager conducting the interview told the steward to close the notebook and threatened to suspend him.	New Jersey Bell Telephone Co., 308 NLRB 277 (1992) (Employer lawfully ejected Weingarten representative, who exceeded his permissible role, from the interview and had him arrested and filed criminal trespass charges when he refused to leave).	23 years
Americold Logistics, LLC, 362 NLRB No. 58 (2015)	The Board clarified that under Lamons Gasket, 357 NLRB No. 72 (2011), a reasonable period of time for bargaining before the union's majority status can be challenged following voluntarily recognition is a minimum of six months and a maximum of one year, measured from the date of the first bargaining meeting between the union and the employer, not on the date of recognition.	Dana Corp., 351 NLRB 434 (2007) (The recognition bar starts running when recognition is extended by the employer). Tajon, Inc., 269 NLRB 327 (1984) (Union that is recognized by the employer, but not certified by the Board, is presumed to have a majority status for a reasonable period of time from the date of recognition). Keller Plastics Eastern, Inc., 157 NLRB 583 (1966). (Board	8 years 31 years 49 years
Pier Sixty, LLC, 362 NLRB No. 59 (2015)	A 2-1 majority found that an employer violated the Act by discharging an employee because of extremely obscene comments about a supervisor	measured the "reasonable time to bargain" from "the date recognition was lawfully accorded."). Honda of America Mfg., Inc., 334 NLRB 746 (2001) (Discipline for disrespectful and	14 years

	in a Facebook posting. The	inappuopuista	
	comments were part of an	inappropriate commends did not	
	attempt by employees to	violate the Act).	
	protest their treatment by	violate the fiety.	
	managers.		
ManorCare Health	A 2-1 majority sustained a	Ideal Electric & Mfg.	54 years
Services, 362 NLRB	union's objections and set	Co., 134 NLRB 1275	54 years
No. 68 (2015)	aside an election in a unit of	(1961). (Wage	
140.00 (2013)	nursing assistants. Two days	increases announced	
	before the union filed the	and effective prior	
	petition, the employer	to the "critical	
	approved a wage increase for	period," which	
	all unit employees and notified	commences with the	
	many employees the next day	filing of the election	
	of the wage increase. After the	petition, do not	
	petition was filed, the employer	warrant overturning	
	distributed individual letters	the election).	
	that described an employee's	,	
	specific wage increase or stated		
	that the employee would		
	receive a lump-sum bonus		
	instead because her rate was		
	already above the market rate.		
	Prior to the election, the		
	employer paid the increase or		
	lump-sum payment.		
Fred Meyer Stores, Inc.,	A 2-1 majority reaffirmed a	Sears, Roebuck & Co.,	24 years
362 NLRB No. 82	decision invalidated by Noel	305 NLRB 193	
(2015)	Canning, but restated the	(1991) (Flip and	
	rationale for the decision. The	intemperate	
	majority found that the owner	expressions of	
	of a grocery store violated	personal opinion are	
	Sections 8(a)(5) and (1) by	both constitutionally	
	preventing a group of eight	and statutorily	
	union representatives from talking to store employees	protected speech. Employer did not	
	during working time, telling the	violate the Act by	
	employees not to speak to the	telling employees	
	representatives, disparaging the	that the union might	
	union in the presence of	send someone to	
	employees, threatening to have	break their legs to	
	the representatives arrested,	collect dues).	
	and causing the arrest of three		
	representatives.	Fayette Cotton Mill,	
	<u> </u>	245 NLRB 428	
		(1979) (Section 8(c)	36 years
		protects a	
		respondent's	
		characterization of a	
		union, which	
		employees are quite	
Î.	İ	capable of	I

		evaluating for	
		themselves).	
Boch Honda, 362 NLRB No. 83 (2015) enf d. 826 F.3d 558 (1st Cir. 2016)	A 2-1 majority found that a car dealership violated Section 8(a)(1) by maintaining a rule stating that "employees who have contact with the public may not wear pins, insignias, or other message clothing." The majority found that the rule was not narrowly tailored to prevent injury to employees	Dress Code policy and special circumstances: Komatsu America Corp., 342 NLRB 649 (2004) (Special circumstances justify proscription of wearing certain	11 years
	and damage to vehicles.	items when their display damages machinery or products).	
		E & L Transport Co., 331 NLRB 640 (2000). (Preventing property damage is a legitimate interest where a rule is not promulgated in retaliation for Section 7 activity).	15 years
	The majority found that the employer did not effectively repudiate its unlawful maintenance of the rules by its May 2013 issuance of a new handbook containing revised rules.	Handbook Repudiation/Strict application of Passavant standards: River's Bend Health & Rehabilitation Service, 350 NLRB 184 (2007) (Repudiation adequate despite that it does not completely accord with the Passavant criteria regarding timeliness and lack of ambiguity).	8 years
		Broyhill Co., 260 NLRB 1366 (1982) (Rejecting application of Passavant criteria in a highly technical and mechanical manner).	33 years

Student Transportation of	A 2-1 majority sustained a	Miller Industries	11 years
America, Inc., 362	union's election objection	Towing Equipment,	11 years
NLRB No. 156 (2015)	based on a statement made by	Inc., 342 NLRB 1074	
	a company executive at two	(2004) (Manager's	
	voluntary campaign meetings.	statement regarding	
	While discussing what would	the possibility of a	
	happen if the union won, the	layoff if the Union	
	executive stated that the	came in, and that the	
	employer had written into its	company really	
	contract that it could walk	couldn't afford it,	
	away if operations became too	too vague to	
	costly. In addition, he stated	constitute a threat).	
	that he wanted the facility to	Ohio New & Rebuilt	
	succeed and wanted to be in for the long haul.	Parts, Inc., 267	
	for the long flath.	NLRB 420 (1983)	
		enf'd. on other grounds	32 years
		760 F.2d 1443 (6th	32 years
		Cir. 1985). (Owner's	
		statement that he	
		could not afford to	
		increase wages and	
		might "lose a lot of	
		business" with no	
		direct link to	
		unionization, too	
		vague to support	
		finding that he threatened to close	
		plant if employees	
		selected union to	
		represent them).	
DPI Secuprint, Inc., 362	A 2-1 majority found that a	Moore Business Forms,	40 years
NLRB No. 172 (2015)	petitioned-for unit of hourly	216 NLRB 833	,
	prepress, digital press, offset	(1975) (Press and	
	bindery, digital bindery and	prepress employees	
	shipping and receiving	formed appropriate	
	employees at a commercial	unit notwithstanding	
	printing facility was	that, unlike press	
	appropriate under Specialty	employees, prepress	
	Healthcare and rejected the	employees did not	
	employer's argument that the unit was fractured because it	work graveyard	
	excluded hourly offset-press	shift).	
	employees.		
Menorah Medical Center,	A 2-1 majority found that a	Borgess Medical Center,	11 years
362 NLRB No. 193	hospital violated Sections	342 NLRB 1105	-)
(2015)	8(a)(5) and (1) by refusing to	(2004) (A state law	
	furnish information requested	defining information	
	by a union relating to a peer	as confidential or	
	review process at the hospital,	protected from	
	including the names of nurses	disclosure is relevant	

	who appeared before the	when balancing an	
	committee and copies of	Employer's claim of	
	discipline. Although disclosure	confidentiality	
	of the requested discipline was	against a union's need for	
	prohibited by a Kansas statute,		
	the hospital's confidentiality	information).	
	interest did not outweigh the		
	union's need for the		
Duch an an Manine I D	information.	The Dissent noted	
Buchanan Marine, L.P., 363 NLRB No. 58	A 2-1 majority found that the		
(2015)	Employer's tugboat captains were not supervisors within the	the Board has long found tugboat	
(2013)	meaning of Section 2(11) of	0	
	the Act.	captains supervisors. See:	
	the Act.	3cc.	
		American River	9 years
		Transportation Co.,) years
		347 NLRB 925	
		(2006)	
		(2000)	
		Marquette	9 years
		Transportation	
		Bluegrass Marine, 346	
		NLRB 543 (2006)	
		American Commercial	
		Barge Line Co., 337	13 years
		NLRB 1070 (2002)	
		Alter Barge Line, Inc.,	
		336 NLRB 1266	
		(2001)	14 2000
		(2001)	14 years
		Ingram Barge Co., 336	
		NLRB 1259 (2001)	
			14 years
		Bernhardt Bros.	1. , 50010
		Tugboat Service, 142	
		NLRB 851, 854	
		(1963) enf'd. 328	52 years
		F.2d 757 (7th Cir.	,
		1964).	
St. Francis Regional	A 2-1 majority found that	United Technologies	31 years
Medical Center, 363	deferral to arbitration is	Corp., 268 NLRB	-
NLRB No. 69 (2015)	inappropriate in a case alleging	557 (1984) (8(a)(1)	
	discipline and discharge of a	and (3) allegations	
	union steward for activity	are deferrable.	
	relating to processing a	Deferred allegation	
	grievance because of the	that employer	
	employer's animosity to the	violated Section	
	employees' exercise of	8(a)(1) by	
	protected rights.	threatening	

		employee with discipline if she persisted in processing a grievance). Postal Service, 270 NLRB 979 (1984) (Deferred allegation that employer violated Section 8(a)(1) by threatening employee with discharge because of his union activities)	31 years
		United Beef Co., 272 NLRB 66 (1984) (Deferred allegation that employer violated Section 8(a)(3) and (1) by harassing and discharging employee engaged in processing grievances).	31 years
Whole Foods Market, Inc., 363 NLRB No. 87 (2015)	A 2-1 majority found that the employer violated Section 8(a)(1) by maintaining rules in its General Information Guide prohibiting recording in the workplace without prior management approval.	Flagstaff Medical Center, Inc., 357 NLRB No. 65 (2011) enf d. in relevant part 715 F.3d 928 (D.C. Cir. 2013) (An employer policy that prohibited the use of cameras for recording images did not violate the Act).	4 years
2014 Cases Hills & Dales General Hospital, 360 NLRB No. 70 (2014)	2-1 majority found Hospital rule directing employees to represent the Hospital "in the community in a positive and professional manner" prohibited Section 7 activities.	Tradesmen International, 338 NLRB 460 (2002) ("Conflicts of interest" work rule that required employees "to represent the company in a positive and ethical manner" found lawful).	862 years 12 years

Intertape Polymer Corp., 360 NLRB No. 114 (2014) enf'd. in relevant part 801 F.3d 224 (4th Cir. 2015)	In the relevant portion of the decision, a 2-1 majority held that the employer violated the Act by interrogating an employee regarding his union sentiments during the organizing drive, but before the petition was filed. A low-level supervisor approached the employee at his workstation, asked him about his view of the union, and said: "If you don't think it's good then, that it can hurt you."	Continental Industries, 279 NLRB 920 (1986) (finding that employer lawfully asked employee "what [he] thought the union could do for [him] or the people"). St. Rita's Medical Center, 261 NLRB 357 (1982) (Not unlawful to ask an older worker "what good a union could	28 years 32 years
		do her at her age").	
Plaza Auto Center, Inc., 360 NLRB No. 117 (2014)	On remand from the Ninth Circuit, a 2-1 majority held that a used car salesman did not lose the protection of the Act because of an angry outburst in a meeting with the company's owner and two sales managers in a small office. The employee lost his temper, called the owner several obscene names in a raised voice then stood up, pushed his chair aside, and said the owner would regret it if he fired him. The majority found that the employee's outburst was not menacing, physically aggressive, or belligerent and that it was protected conduct.	Trus Joist, 341 NLRB 369 (2004) (The nature-of-the-outburst alone may carry enough weight to cause forfeiture of the Act's protection). Indian Hills Care Center, 321 NLRB 144 (1996) (Among the specific types of conduct that could exceed the protection of the Act are vulgar, profane, and obscene language directed at a supervisor or employer, even when uttered in the course of protected concerted activity).	10 years 18 years
Auto Nation, Inc., 360	In the relevant portion of the	Noah's New York	17 years
NLRB No. 141 (2014)	decision, a 2-1 majority found that the employer violated Section 8(a)(1) by making an implied promise of wage increases to discourage employees from supporting the union. In response to an employee question regarding wage increases, one of the	Bagels, 324 NLRB 266 (1997) (The respondent's statement, "Please vote to give us a second chance to show what we can do" was not unlawful because it	

	executives stated that the employer would be "definitely willing to consider making adjustments" for employees, and that "we want a chance to address those issues before you pay someone else to address them."	did not make any specific promise that a particular matter would be improved). National Micronetics, 277 NLRB 993 (1985) (Generalized expressions asking for "another chance" or "more time" are "within the limits of permissible campaign propaganda.").	29 years
Unifirst Corp., 361 NLRB No. 1 (2014)	A 2-1 majority found that an employer engaged in objectionable conduct by promising employees 401(k) and profit-sharing plans if they decertified a union.	TCI Cablevision of Washington, Inc., 329 NLRB 700 (1999) and Viacom Cablevision, 267 NLRB 1141 (1983) (Employer lawfully made representations about the benefits available to unrepresented employees. An employer has the right to compare benefits at its unorganized facilities with those in similar unionized facilities).	15 years 31 years
Macy's, 361 NLRB No. 4 (2014) enf'd. 824 F.3d 557 (5th Cir. 2016).	Under Specialty Healthcare, a 3-1 majority found appropriate a unit of 41 employees in the cosmetic and fragrance departments. The employees in the unit were readily identifiable as a group because they were all of the employees in the department who performed the function of selling cosmetics and fragrances. Moreover, the unit was coextensive with a departmental line the employer had drawn and it was a primary selling department.	Boeing Co., 337 NLRB 152 (2001) (Petitioned-for unit deemed inappropriate because included and excluded employees shared "similarity in training" and attended the same employer-provided classes). Sears, Roebuck & Co., 184 NLRB 343	13 years 44 years

		(1970) and G. Fox	49 years
		& Co., 155 NLRB	,
		1080 (1965)	
		("Presumptively	
		appropriate"	
		storewide unit when	
		a petitioner seeks a	
		unit limited to only	
		certain employees at	
		a retail department	
		store).	
		Levitz Furniture Co.,	
		192 NLRB 61	43 years
		(1971) (Petitioned	
		for unit limited to	
		non-selling	
		employees at a retail	
		furniture store	
		inappropriate	
		because all store	
		employees shared	
		the same benefits	
		and participated in	
		inventory).	
		Haag Drug, 169	
		NLRB 877 (1968)	46 years
		(The presumed	40 years
		appropriateness of a	
		storewide unit can	
		be especially clear	
		where a local store	
		manager is involved	
		in employee	
		evaluations, hiring,	
		firing, and resolving	
		grievances).	
		Allied Stores of New	
		York, Inc., 150	
		NLRB No. 79	40
		(1965) (Board finds	49 years
		storewide unit of	
		retail sales	
		employees	
		appropriate based on retail store	
		employing	
		salespeople to serve	
		the public).	
Miklin Enterprises, Inc.,	A 2-1 majority found that a	N.L.R.B. v. Electrical	61 years
1111/will Lincipiuses, 111.,	112 i majority round that a	1 1.12.13.15. V. 12.0000000	or years

C			T
361 NLRB No. 27	sandwich shop franchisee	Workers Local 1229,	
(2014)	violated Section 8(a)(3) by	346 U.S. 464 (1953)	
enf'd. 818 F.3d 397	discharging and warning	(Employees	
(8th Cir. 2016)	employees who posted "sick	discharged for	
rehearing en banc. granted	days" posters in the employer's	"detrimental	
2016 WL 46541405	stores and nearby public	disloyalty" to their	
(8th Cir. 2016)	places. The poster displayed	employer were	
	side-by-side pictures of a	lawfully discharged	
	sandwich, one described as	for cause).	
	made by a healthy worker and	,	
	the other as made by a sick	Mastec Advanced	3 years
	worker. Noting that the	Technologies, 357	-)
	restaurants employees did not	NLRB 103 (2011)	
	get sick days, the poster said,	(Employee	
	"We hope your immune	communications to	
	system is ready because you are	the public in an effort to obtain	
	about to take the sandwich		
	test." The majority concluded	support in their	
	that the posters and press	labor dispute are	
	release did not constitute	protected if the	
	disloyalty or reckless	communication is	
	disparagement.	overtly related to a	
		labor dispute and	
		the communication	
		is not so disloyal,	
		reckless, or	
		maliciously untrue as	
		to lose the Act's	
		protections).	
		Five Star	
			7
		Transportation, Inc., 349 NLRB 42	7 years
		(2007) enf'd. 522	
		F.3d 46 (1st Cir.	
		2008) citing Veeder-	
		Root Co., 237 NLRB	36 years
		1175 (1978))
		(Employees lose the	
		Act's protection if	
		their means of	
		protest are	
		"flagrantly disloyal,	
		wholly	
		incommensurate	
		with any grievances	
		which they may	
		have, and	
		-	
		manifested by public	
		disparagement of	
		the employer's	
		product or	

		undermining of its	
		reputation.").	
CNN America, Inc.,	A 2-1 majority held that CNN	Southern California	23 years
361 NLRB No. 47	and a unionized contractor at	Gas Co., 302 NLRB	
(2014)	its Washington and New York	456 (1991) (An	
(= - 1)	bureaus were joint employers.	employer receiving	
	The majority found that CNN	contracted labor	
	exercised significant control	services will	
	over the essential terms and	necessarily exercise	
	conditions of the technicians,	sufficient control	
	including hiring and work	over the operations	
	hours, assignment of work,	of the contractor at	
	direction and supervision,	its facility to prevent	
	compensation, office space,	disruption of its	
	email accounts, equipment,	own operations or	
	exclusive assignments, and	to see that it is	
	company badges.	obtaining the	
		services it	
		contracted for. Such	
		control is not, in and	
		of itself, sufficient	
		justification for	
		finding that the	
		customer-employer	
		is a joint employer	
		of its contractor's	
		employees.)	
		Fibreboard Paper	
		Products Corp. v.	
		N.L.R.B., 379 U.S.	
		203 (1964) (The	
		employer "merely	50 years
		replaced existing	,
		employees with	
		those of an	
		independent	
		contractor." Even	
		though the	
		subcontractor's	
		employees	
		continued to do the	
		same work under	
		similar conditions of	
		employment and the	
		maintenance work	
		still had to be	
		performed in the	
		plant, Fibreboard	
		ceased being the	
		"employer.").	

Hychem Constructors,	
Inc., 169 NLRB 274	
(1968) (dismissing	
joint-employer	
allegation where the	
supplier employer	
did its own	46 years
recruiting,	,
interviewing, and	
hiring without any	
assistance from the	
user even though	
the user had the	
right to approve the	
number of man	
hours required to	
complete	
construction	
operations).	
operations).	
G. Wes Ltd. Co., 309	
NLRB 225 (1992)	
(Dismissing joint-	
employer allegation	
where user informed	
supplier's employees	
what areas were to	
be worked and with	
whom the	22 years
employees were to	22 years
work).	
wom).	
Airborne Freight Co.,	
338 NLRB 597	
(2002). (Rejecting	
joint employment	
even when Airborne	
leased drivers from a	
supplier employer,	
owned terminals the	
drivers used and all	
onsite equipment,	
drivers performed	12 years
Airborne's core)
function of	
delivering packages,	
wore uniforms	
bearing Airborne	
insignia, and their	
vehicles were	
marked with	
Airborne logos).	
111100111C 10g0s).	

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Murphy Oil USA, Inc.,	A 3-2 majority found that the	Gilmer v. Interstate	23 years
361 NLRB No. 72	employer violated Section	Johnson Lane Corp.,	
(2014) enf. denied in	8(a)(1) of the Act by requiring	500 U.S. 20 (1991)	4.0
relevant part 808 F.3d	its employees to sign an	and Circuit City	13 years
1013 (5th Cir. 2015)	arbitration agreement waiving	Stores, Inc. v. Adams,	
Petition for Certiorari	their right to pursue class and	532 U.S. 105 (2001)	
filed (No. 16-307)	collective actions	(Upholding the	
(September 9, 2016)		enforceability of	
		individual	
D 44 4 D D		employment	
Reaffirming D.R.		agreements	
Horton, Inc., 357		regarding mandatory	
NLRB No. 184		arbitration of non-	
(2012)		NLRA claims).	
		ATAST M.L.P.	
		AT&T Mobility,	
		LLC v. Concepcion, 131 S.Ct. 1740	2 ***********
		(2011) (FAA	3 years
		enforcement of a	
		class action waiver	
		in a standard form	
		contract containing	
		an arbitration	
		agreement overrides	
		a state law	
		prohibiting	
		mandatory	
		arbitration and class	
		action waivers as	
		unconscionable).	
		American Express Co.	
		v. Italian Colors	
		Restaurant, 133 S.Ct.	
		2304 (2013) (Class	
		action waivers in	1 year
		arbitration	
		agreements are	
		enforceable under	
		the FAA).	
		CompuCredit Corp. v.	
		Greenwood, 132 S.Ct.	
		665 (2012)	
		(Arbitration	
		agreements should be enforced	2 veors
		according to their	2 years
		terms, even for	
		claims under federal	
		statutes, unless the	
		FAA's mandate has	
		been overruled by a	
		been overfuled by a	

		"contrary congressional command."). Emporium Capwell Co. v. Western Addition, 420 U.S. 50, 72-73 (1975) (Section 7 does not inherently create any additional, overlapping protection or remedy for a right that is established under another employment statute).	39 years
Conagra Foods, Inc., 361 NLRB No. 113 (2014) rev'd. and remanded in relevant part 813 F.3d 1079 (8th Cir. 2016).	A 2-1 majority held that an employer violated the Act by warning an employee for violating a no-solicitation policy. The majority found no solicitation when the employee walked past two other employees on the production floor of a plant and informed them she placed authorization cards in their locker. At the time of the brief discussion, one of the employees was waiting for the production line to start, the other was cleaning and stopped momentarily.	Essex International, 211 NLRB 749 (1974) (It is lawful for an employer to prohibit all "solicitation" during the "working time" of any employee involved in the solicitation and employees can lawfully be disciplined if they violate such no- solicitation policies).	40 years
Flamingo Las Vegas Operating Company, LLC, 361 NLRB No. 130 (2014)	A 2-1 majority reaffirmed an earlier decision invalidated by the Supreme Court in <i>Noel Canning</i> , but restated the rationale. The majority found the employer unlawfully created an impression of surveillance when it gave employees a flyer depicting a blank union authorization card. Since employees had not signed cards openly, employees reasonably could conclude that their union activities were being monitored when the employer presented the authorization card without explanation for how it was obtained.	Bridgestone Firestone South Carolina, 350 NLRB 526 (2007) (An employer does not create an unlawful impression of surveillance where it merely reports information that employees have voluntarily provided).	7 years

Print Fulfillment Services LLC, 361 NLRB No. 144 (2014)	A 2-1 majority found that a manager unlawfully threatened an employee with reprisals by stating that he was "disappointed" by the employee's support for a union.	Oklahoma Installation Co., 309 NLRB 776 (1992) enf. denied on other grounds 27 F.3d 567 (6th Cir. 1994) (Dismissing 8(a)(1) allegation where supervisor "angrily" told employee he was "disappointed"	22 years
Carino San Dahlo 261	In volovont pout a 2.1 majority	with employee because of his union activities).	0 1100 40
Casino San Pablo, 361 NLRB No. 148 (2014)	In relevant part, a 2-1 majority held that a casino operator violated the Act by maintaining a rule prohibiting insubordination or other disrespectful conduct.	Copper River of Boiling Springs, LLC, 360 NLRB No. 60, (2014) (Finding lawful employer's maintenance of a rule prohibiting "[i]nsubordination to a manager or lack of respect and cooperation with fellow employees or guests," which "includes displaying a negative attitude that is disruptive to other staff or has a negative impact on guests."). Lafayette Park Hotel, 326 NLRB 824 (1998) (Finding lawful a handbook rule prohibiting "[b]eing uncooperative with supervisors, employees, guests and/or regulatory agencies or otherwise engaging in conduct that does not support the [employer's] goals	16 years
Cases Decided 1/4/12-7/30/13 are		and objectives.").	
not included in this			

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review unless			
reaffirmed by the			
Board, or enforced			
by the courts,			
because they were			
invalidated by the			
U.S. Supreme Court			
in N.L.R.B. v. Noel			
Canning, 134 S. Ct.			
2550 (2014).			44
2012 Cases		G 6 14 1 7 240	41 years
Entergy Mississippi, Inc.,	A 2-1 majority held that	Croft Metals, Inc., 348	5 years
357 NLRB 2150	electric utility dispatchers were	NLRB 717 (2006)	
(2012)	not statutory supervisors and	(Oakwood Healthcare's	
	should continue to be included	"definition of	
Reaffirmed by Board	in an existing bargaining unit.	"accountability" met	
in Entergy Mississippi,	The Oakwood Healthcare	when lead persons	
Inc., 361 NLRB No.	accountability standard was not	responsibly directed	
89 (2014) rev'd. and	met. The dispatchers had the	their crews. The lead	
remanded in relevant part	authority to direct field	persons "instruct	
810 F.3d 287 (5th Cir.	employees in the step-by-step	employees how to	
2015)	instructions of a switching	perform jobs	
	order, but there was no	properly, and tell	
	evidence that any dispatcher	employees what to	
	had experienced any material	load first on a truck	
	consequences to his terms and	or what jobs to run	
	conditions of employment as a	first on a line to	
	result of his performance in	ensure that orders	
	directing them.	are filled and	
		production	
		completed in a	
		timely manner.").	
Ridgewood Country Club,	A 2-1 majority set aside an	Sprayking, Inc., 226	36 years
357 NLRB 2247	election lost by a union	NLRB 1044 (1976)	, and the second
(2012)	because of the Regional	(Rejecting	
,	Office's failure to timely	mechanical	
	provide the union with the	application of the	
	Excelsior list. The employer had	Excelsior rule in cases	
	timely provided the list to the	where the employer	
	Regional Office but the union	timely submits the	
	did not receive it until just 4	list to the Region	
	days before the election.	but it is received by	
	,	a party less than 10	
		days before the	
		election).	
2011 Cases			630 years
New York, New York,	The Board adopted a new	Postal Service, 339	8 years
LLC, 356 NLRB 907	standard for assessing the	NLRB 1175 (2003)	S years
(2011)	rights of a contractor's off-duty	(A contract	
(2011)	employees to engage in	employee who	
	handbilling on property where	worked regularly—	
		but not	
	they work but whose owner is	թաւ ուսւ	

	mot their one aleger II 1 11'	orr also airs - 1	
	not their employer. Under this standard, the Board will assess	exclusively—at the owner's facility did	
	the facts of each case to find	not have the same	
		access rights as the	
	the proper accommodation between the individuals'	_	
		owner's employees).	
	Section 7 rights and the		
	owner's property and		
T 4 . I 257	management rights.	T .1 TT '.	
Tenneco Auto., Inc., 357	A 2-1 Board majority held that	Lutheran Heritage	7 years
NLRB 953 (2011) rev'd	an employer violated Section	Village-Livonia, 343	
in relevant part 716 F.3d	8(a)(1) by directing employees	NLRB 646 (2004)	
640 (D.C. Cir. 2013)	to refrain from making	(Board must "give	
	statements to other employees	the rule a reasonable	
	that could "evoke a response."	reading and "refrain	
		from reading	
		particular phrases in	
D. (1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		isolation.").	
Pride Ambulance Co.,	A 2-1 majority held that an	Texaco, Inc., 285	24 years
356 NLRB 1023	employer violated the Act by	NLRB 241 (1987)	
(2011)	implementing a 90-day waiting	(General Counsel	
	period for returning strikers to	has the prima facie	
	resume their health insurance	burden to show	
	coverage. The employer	some adverse effect	
	asserted that the terms of the	of the benefit denial	
	insurance plan were mandatory	on employee rights.	
	and it had no choice but to	The General	
	impose the waiting period.	Counsel can meet	
		this burden by	
		showing that (1) the	
		benefit was accrued,	
		and (2) the benefit	
		was withheld on the	
		apparent basis of the	
		strike. The burden	
		then shifts to the	
		employer to show a	
		legitimate and	
		substantial business	
		justification for	
Lutome ation of D . 11'	A 2 1 maio mitro forma 1	denying the benefit).	7
International Bedding	A 2-1 majority found	Publix Super Markets,	7 years
Co., 356 NLRB 1336	appropriate a petitioned-for	Inc., 343 NLRB 1023	
(2011)	unit that included an	(2004) (No	
	employer's production and	community of interest between	
	warehouse employees, drivers,		
	and yard jockeys. The majority	drivers and jockeys	
	found that the petitioned-for	and production and warehouse	
	unit was appropriate relying on the fact that the union		
	petitioned for the drivers and	employees when there is no	
	1	integration of	
	jockeys as part of a		
	comprehensive unit at two	functions, no	

	facilities.	amplayee	
	lacinues.	employee	
		interchange and the	
		drivers and jockeys	
		have dissimilar	
		qualifications,	
		training and skills	
		and are subject to a	
		different wage	
		structure).	
Nat'l Extrusion & Mfg.	A 2-1 majority found that an	NLRB v. Truitt Mfg.	55 years
Co. 357 NLRB 127	employer violated the Act by	Co., 351 U.S. 149	33 years
(2011)	refusing to provide a union	(1956)	
enf'd. 700 F.3d 551	with requested information	(An employer may	
(D.C. Cir. 2012)	relevant to the employer's	not be required to	
	asserted need for wage	open its financial	
	concessions to make its facility	books unless it has	
	more competitive, although the	asserted an inability	
	employer made no assertion of	to pay the union's	
	its inability to pay.	demands).	
Sutter West Bay	In an attempt by a union to	Masonic Hall v.	28 years
Hospitals., 357 NLRB	replace another union as the	N.L.R.B., 699 F.2d	20 years
	1		
197 (2011)	bargaining representative, a 2-1	626 (2d Cir. 1983)	
	majority approved the breakup	(A combined unit	
	of an existing four-hospital	accommodates the	
	unit and found appropriate a	trend towards	
	single-hospital unit. The	consolidation of	
	majority relied on the principle	acute care facilities	
	that a petitioned-for single	in urban	
	facility unit is presumptively	environments and is	
	appropriate and this	consistent with	
	presumption applies with equal	Congress' intent to	
	force in the healthcare	avoid the	
	industry.	proliferation of units	
		in the health care	
		setting.).	
Erie Brush & Mfg.	A 2-1 majority found that the	Richmond Electrical	5 years
Corp., 357 NLRB 363	employer had not established	Services, 348 NLRB	
(2011) enf. denied 700	that the parties reached a good-	1001 (2006)	
F.3d 17 (D.C. Cir.	faith impasse on union security	(Impasse over even	
2012)	when it suspended	a single issue may	
,	negotiations. Even assuming	create an overall	
	that there was an impasse, the	bargaining impasse	
	employer had not established	when the issue is of	
		such overriding	
	that there could be no progress		
	on any aspect of the	importance to the	
	negotiations until the impasse	parties that the	
	relating to the critical issue was	impasse on that	
	resolved.	issue frustrates the	
		progress of further	
		negotiations).	
		CalMat Co., 331	
l .	i	·	i

		NII DD 1004 (2000)	11
In Re Virginia Mason Hospital, 357 NLRB 564 (2011)	A 2-1 majority held that a hospital violated Sections 8(a)(5) and (1) by implementing a flu-prevention policy for its registered nurses. The ALJ found that the hospital had no duty to bargain before implementing its flu prevention policy because the policy went to the hospital's "core purpose" and thus was exempt from mandatory bargaining under the Board's 1987 precedent in <i>Peerless Publications</i> . However, the majority found <i>Peerless</i>	NLRB 1084 (2000) (To establish a single-issue impasse, a party must show: (1) the existence of a good faith bargaining impasse on the issue, (2) that the issue is critical to the negotiations, and (3) that the impasse over the issue led to a breakdown in the overall negotiations). Peerless Publications, 283 NLRB 334 (1987) (An employer's unilaterally established rules may be privileged because they were designed to protect the core purpose of the enterprise).	11 years 24 years
1621 Route 22 W. Operating Co., 357 NLRB 736 (2011)	inapplicable. A 2-1 majority overruled on employer's election objection alleging that the union distributed a flyer during the critical period that contained statements purportedly made by employees that they did not either make or authorize.	BFI Waste Services, 343 NLRB 254 (2004) (The Board does not "condone the creation and attribution of quotes to employees, at least where the union makes no prepublication effort to verify that the quotes fairly represent the views of the quoted employees.").	7 years
Specialty Hospital of Washington-Hadley, LLC, 357 NLRB 814 (2011)	A 2-1 majority held that an employer that satisfies all of the criteria for being a successor, and would have an obligation to recognize and bargain with the representative	Russelton Medical Group, Inc., 302 NLRB 718 (1991) (Successor was not obligated to bargain with union in	20 years

of its predecessor's employees, except that the predecessor recognized the representative in an inappropriate unit, becomes a successor if the representative "perfects" the unit by disclaiming interest in representing specified employees in the predecessor's unit. In this case, the successor employer had a duty to bargain with the union in the perfected unit after the union disclaimed interest in representing guards and professional employees. St. Vincent Charity Medical Center, 357 NLRB 854 (2011) A 2-1 majority approved a petition to add an acute care hospital's full-time and regular part-time phlebotomists to an existing nonconforming unit. predecessor's unit, which included professional and nonprofessional employees). St. John's Hospital, 307 NLRB 767 (1992) Where the petitioner is an incumbent union, it
recognized the representative in an inappropriate unit, becomes a successor if the representative "perfects" the unit by disclaiming interest in representing specified employees in the predecessor's unit. In this case, the successor employer had a duty to bargain with the union in the perfected unit after the union disclaimed interest in representing guards and professional employees. St. Vincent Charity Medical Center, 357 NLRB 854 (2011) Professional and nonprofessional employees. St. John's Hospital, 307 NLRB 767 (1992) Where the petitioner is an
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Medical Center, 357 NLRB 854 (2011) petition to add an acute care hospital's full-time and regular part-time phlebotomists to an petition to add an acute care (1992) Where the petitioner is an
NLRB 854 (2011) hospital's full-time and regular part-time phlebotomists to an petitioner is an
part-time phlebotomists to an petitioner is an
The union was not required to must seek to
include all remaining incorporate residual
unrepresented residual employees into an
employees despite the Health existing unit, rather
Care Rule prohibiting undue than create a
proliferation of units because separate residual
the phlebotomists constituted unit and the scope
an appropriate voting group of the unit must
and shared a sufficient comply with the
community of interest with the units described in
existing unit. the Health Care
Rule).
Laguardia Assoc., LLP, Although the panel agreed that Starbucks Corp., 354 2 years
357 NLRB 1097 three members of a union NLRB No. 99
(2011) "delegation" who confronted a (2009) adopted on
hotel manager with a petition other grounds in
lost the protection of the Act 360 NLRB No. 134
because they physically (2014) enf. 679 F.3d
restrained him in a corridor of 70 (2d Cir. 2012)
the hotel, a 2-1 majority also and <i>National</i> 27 years
held that the remaining Semiconductor Corp.,
members of the group did not 272 NLRB 973
lose the Act's protection (1984) (Physical
although they all made loud misconduct,
comments and chanted briefly standing alone,
in front of two hotel guests. weighs heavily in
The majority held that one favor of finding that
employee did not lose the Act's employees' activity
protection although she briefly unprotected).
touched a security guard's
wrist. Piper Realty Co., 313
NLRB 1289 (1994) 17 years

		(An employee's right	
		to engage in	
		protected activity	
		permits some leeway	
		for impulsive	
		behavior, but this	
		leeway must be	
		balanced against an	
		employer's right to	
		maintain order and	
		respect).	
		Trus Joist MacMillan,	
		341 NLRB 369	
		(2004). (Employers	
		and employees have	7 years
		a shared interest in	/ years
		maintaining order in	
		the workplace, an order that is made	
		possible by	
		maintaining a certain	
4.1. 7. 257	A 2 4	level of decorum).	
Arkema, Inc., 357	A 2-1 majority held that a	Contempora Fabrics,	6 years
NLRB 1248 (2011)	manager violated Section	Inc., 344 NLRB 851	
enf. denied 710 F.3d 308	8(a)(1) by issuing a "reminder"	(2005) (Prounion	
(5th Cir. 2013)	to an employee for a violation	employee's	
	of the company's harassment	comment to another	
	policy. The employee told	employee that she	
	another employee that if there	"had better not vote	
	were no union, "there's no	'no' for this union"	
	support and the relationship's	was "an implicit	
	going to change."	warning that	
		unpleasant	
		consequences would	
		flow from a 'no'	
		vote" and was	
		sufficient to cause	
		the loss of the Act's	
$C \sim V C \sim T$		protection).	20
G & K Services, Inc.,	A 2-1 Board majority found	Viacom Cablevision,	28 years
357 NLRB 1314	that an employer engaged in	267 NLRB 1141	
(2011)	objectionable conduct by	(1983) (A	
	promising to grant improved	comparison of	
	benefits if its employees voted	wages is not per se	
	against the union by telling	objectionable).	
	them about benefits at another		
D 1 :	facility.	m. I	4.0
Douglas Autotech Corp.,	A 2-1 majority concluded that	Tidewater Construction	10 years
357 NLRB 1336	when the employer locked out	Corp., 333 NLRB	
(2011)	the former strikers without	1264 (2001) vacated	
	reserving its rights under	on other grounds 294	
	Section 8(d), and repeatedly	F.3d 186 (D.C. Cir.	

	assured the union that the locked-out employees could	2002) on remand 341 NLRB 456 (2004)	
	return to work once the parties	("Reemployed" was	
	reached agreement on a new contract, workers were	used to describe an actual return to	
	reemployed and entitled to the	work by the locked	
	protections of the Act even	out employees).	
	though they were not yet		
	performing labor for the		
Directv U.S. Directv	employer. A 2-1 majority rejected an	Mountaineer Park,	7 years
Holdings, LLC, 357	employer's objection that field	Inc., 343 NLRB 1473	7 years
NLRB 1747 (2011)	supervisors were statutory	(2004) (Putative	
affirmed 362 NLRB	supervisors and their pro-	supervisor	
No. 48 (2015) enf. denied 650 Fed.Appx.	union activities interfered with the election. Although	effectively recommended	
846 (5th Cir. 2016).	managers only declined one	discipline even	
0 10 (0 til 0 til 2010)!	percent of field supervisor's	though reviewed by	
	issuance of employee	manager before	
	consultation forms (ECFs), the	issuance to	
	Board concluded that management review of those	employee).	
	forms showed they lacked	Caremore, Inc. v.	
	authority to effectively	N.L.R.B., 129 F.3d	14 years
	recommend discipline.	365 (6th Cir. 1997)	
		(LPN charge nurses	
		effectively recommended	
		discipline even	
		though their	
		recommendations	
		were subject to review by a higher	
		authority).	
		37	
Lancaster Symphony	A 2-1 majority held that	Pennsylvania Academy	7 years
Orchestra, 357 NLRB 1761(2011)	symphony orchestra musicians in a petitioned-for bargaining	of the Fine Arts, 343 NLRB 846 (2004)	
enf'd. 822 F.3d 563	unit were statutory employees,	(Models' control	
(D.C. Cir. 2016)	not independent contractors.	over whether and	
	The orchestra possessed the	when to work for	
	right to control the manner	the employer was	
	and means by which the performances were	strong evidence of independent	
	accomplished. The orchestra	contractor status).	
	chose the music, decided how	<u> </u>	
	it would be played, when and	Boston After Dark	
	how it would be rehearsed, and	210 NLRB 38	37 years
	how the musicians would appear on stage. The musicians	(1974) ("Crucial element" separating	
	did not bear any	writers, cartoonists,	
	entrepreneurial risk of loss	and photographers	

		1
opportunity for gain. Their service was part of the orchestra's regular business, they were paid on a modified hourly basis, musicians could work for other orchestras, provided their own instruments, contracted to play in specified performances during a 1-year period and were highly skilled. On balance, the majority found that the factors favored finding that the musicians were statutory employees rather than independent contractors.	from regular unit employees was their ability to determine when and if they will work for the employer). Lerohl v. Friends of Minnesota Sinfonia, 322 F.3d 486 (8th Cir. 2003) (The relevant inquiry on the right-of-control factor is whether the musicians retain discretion to accept or decline to work with the employer and to play elsewhere, not whether the employer tells the musicians where to sit or when to play during a rehearsal or a concert). Creative Non-Violence v. Reid, 490 U.S. 730 (1989) (Sculptor is an independent contractor even	8 years
independent contractors.	or decline to work with the employer and to play elsewhere, not whether the employer tells the musicians where to sit or when to play during a rehearsal or a concert). Creative Non-Violence v. Reid, 490 U.S. 730 (1989) (Sculptor is an independent	
	contractor even though the nonprofit association that hired him defined the scene to be sculpted and specified the details of the sculpture's appearance, including its scale and the materials to be used).	22 years
	Radio City Music Hall Corp. v. U.S., 135 F.2d 715 (2d Cir. 1943) (Performers were independent contractors even	
	where the producer	68 years

		controlled the	
		timing and conduct	
		of rehearsals and	
		directed the	
		performers to	
		"weld" together the	
		performance).	
2 Sisters Food Group,	A 2-1 majority found that rules	Palms Hotel &	6 years
Inc., 357 NLRB 1816	requiring employees to "work	Casino, 344 NLRB	
(2011)	harmoniously with other	1363 (2005) (Lawful	
(= 3 - 2)	employees" restricted	rule prohibited	
	protected activity and was	conduct that "is or	
	unlawful.	has the effect of	
	umawrui.		
		being injurious,	
		offensive,	
		threatening,	
		intimidating,	
		coercing, or	
		interfering with"	
		employees or	
		customers).	
		Lutheran Heritage,	
		343 NLRB 646	7 ******
			7 years
		(2004) (Lawful rule	
		prohibited	
		"harassment,"	
		"verbal, mental, and	
		physical abuse," and	
		"abusive and	
		profane language.").	
Saint John's Health	A 2-1 majority held that a	Beth Israel Hospital v.	33 years
Center, 357 NLRB	hospital violated the Act by	N.L.R.B., 437 U.S.	
2078 (2011)	prohibiting RNs from wearing	(1978) (The special	
2070 (2011)	union issued-ribbons in	characteristics of	
		hospitals justify a	
	immediate patient care areas of	1 /	
	the hospital. Healthcare	rule on the wearing	
	facilities' restrictions on	of union insignia or	
	wearing insignia in immediate	union messages	
	patient care areas are	different from that	
	presumptively valid, but this	which the Board	
	presumption does not protect	generally applies to	
	a selective ban on only certain	other employers).	
	union insignia, and the burden	1 , ,	
	is on the hospital to show that		
	a selective ban is necessary to		
	avoid disruption of health-care		
	operations or disturbance of		
	patients.		
Reliant Energy Aka	A 2-1 majority held that the	Lechmere, Inc. v.	19 years
Etiwanda LLC,_ 357	owner of a power plant	NLRB, 502 U.S. 527	
	owner or a power plant	1 121120, 302 0.0. 321	

	T	T 4	T
NLRB 2098 (2011)	violated Sections 8(a)(1) and (3) by causing a maintenance contractor to remove its employee from the facility because he was a union official actively organizing the power plant employees. An employer violates the Act when it directs, instructs or orders another employer with whom it has business dealings to discharge, lay off, transfer or otherwise affect the working conditions of employees because of their union activities. Property rights were not implicated because	(1992) and N.L.R.B. v. Babcock & Wilcox Co., 351 U.S. 105 (1956) (Recognizing "critical distinction" between access rights of a property owner's employees and those of nonemployees). Hudgens v. N.L.R.B., 424 U.S. 507 (1976) (Supreme Court mandated	55 years 35 years
2010 Cases	the employee was already on the site to perform work.	accommodation of Section 7 rights and the owner's property rights "with as little destruction of one as is consistent with the maintenance of the other.").	471 years
Dana Corp.,356 NLRB	A 2-1 majority found that the	Majestic Weaving Co.,	46 years
256 (2010)	union and the employer did	147 NLRB 859	<i>y</i>
petition for review denied	not violate the Act by entering	(1964) enf. denied on	
698 F.3d 307 (6th Cir. 2012)	into a letter of agreement that set forth ground rules for additional union organizing at	procedural grounds 355 F.2d 854 (2d Cir. 1966) (An employer	
	an unorganized facility, procedures for voluntary	violated the Act when it negotiated a	
	recognition upon proof of	collective-bargaining	
	majority support, and	agreement with a	
	substantive issues that	minority union).	
	collective bargaining would		
	address if and when the employer recognized the		
	union.		
DHL Express, Inc355	On the relevant issue, a 2-1	Valley Hospital	3 years
NLRB 680 (2010)	majority found that an	Medical Center, 351	
	employee's comments to a	NLRB 1250 (2007),	
	union newsletter regarding a labor consultant "lying" and	enf'd. 358 Fed. Appx. 783 (9th Cir. 2009)	
	misrepresenting union	and TNT Logistics	
	members by accusing them of	North America, Inc.	4 years
	stealing money were	347 NLRB 568, 569	
	considered protected activity	(2006), rev. on other	
		,	
	rather than "maliciously	grounds 513 F.3d 600	
		grounds 513 F.3d 600 (6th Cir. 2008) KBO, Inc., 315	

		NLRB 570 (1994),	16 years
		enf'd. 96 F.3d 1448	10 years
		(6th Cir. 1996).	
		(Employee	
		statements that are	
		otherwise protected	
		under the Act will	
		lose protection if	
		they are maliciously	
		false, <i>i.e.</i> , made with	
		knowledge of their	
		falsity or with	
		reckless disregard	
		for their truth or	
		falsity).	
Stabilus, Inc., 355	A 2-1 majority held that an	Noah's New York	13 years
NLRB 836 (2010)	employer violated Section	Bagels, 324 NLRB	
	8(a)(1) by prohibiting	266 (1997)	
	employees from wearing pro-	(Employer lawfully	
	union T-shirts during an	enforced policy	
	NLRB election. Under the	requiring employee	
	uniform policy, the employer	to wear company T-	
	required employees to wear	shirt and lawfully	
	shirts bearing the company	insisted that she	
	name. The purpose of the	remove a company	
	policy was to present a	shirt with an added	
	uniform appearance to	phrase mocking its	
	customers and to instill a sense	products).	
	of teamwork among	Casa San Miguel, Inc.,	
	employees.	320 NLRB 534, 540	
		(1995) (Employer	
		lawfully refused to	15 years
		allow nursing	
		assistant to wear	
		required uniform	
		smock with pro-	
		union slogan printed	
		directly onto the	
** * * * * * * * * * * * * * * * * * * *		uniform fabric).	
United Brotherhood of	A 3-2 majority held that a	Mine Workers (New	19 years
Carpenters and Joiners of	union did not violate the Act	Beckley Mining), 304	
America, Local 1506,	when, at a secondary	NLRB 71 (1991)	
355 NLRB 797 (2010)	employer's business, its agents	enf'd. 977 F.2d 1470	
	displayed a large stationary	(D.C. Cir. 1992)	
	banner announcing a "labor	(Picket signs or	
	dispute" seeking to elicit	placards not	
	"shame" or persuade	essential. Sufficient	
	customers not to patronize the	that crowd was	
	employer on a public sidewalk.	gathered in	
	No one patrolled or carried	furtherance of labor	
	picket signs and no one	dispute and its	
	interfered with persons seeking	messages were	

The Research Foundation of the State University of New York at Buffalo, 355 NLRB 950 (2010)	A 2-1 majority concluded that the employer interfered with protected activity by threatening to have union agents arrested in an office building on campus when they visited an employee's office to solicit his support for the union. This conduct, which was witnessed by a potentially determinative voter, reasonably would tend to interfere with employee free choice in the election.	Lechmere, Inc. v. N.L.R.B., 502 U.S. 527(1992). (Nonemployee union organizers cannot claim even a limited right of access to a non- consenting employer's property until after the requisite need of access to the employer's property has been shown).	18 years
		Sears, Roebuck & Co., v. Carpenters, 436 U.S. 180 (1978). (No right of access exists unless the union meets its burden of showing that no other reasonable means of communicating its organizational message exists).	32 years
		N.L.R.B. v. Babcock & Wilcox Co., 351 U.S. 105 (1956) (Section 7 "does not protect nonemployee union organizers except in the rare case where the 'inaccessibility of employees makes ineffective the reasonable attempts by nonemployees to	54 years
		communicate with them through the usual channels.""). North Hills Office Services, 345 NLRB 1262 (2005)	

		(Employer told employee that she could not talk to nonemployee union organizers in third-party client's parking lot).	5 years
E.I. DuPont De Nemours, 355 NLRB 1084 (2010) enf. denied 682 F.3d 65 (D.C. Cir. 2012) (On remand, Courier- Journal expressly overruled in E.I. Du Pont De Nemours, 364 NLRB No. 113 (2016))	A 2-1 majority found the employer violated the Act by unilaterally changing the terms of a benefit plan at a time when the parties were negotiating for a new agreement. The employer relied on changes implemented under the management rights provision and this contractually authorized past practice did not support unilateral changes made during a hiatus between contracts when the contractual authorization ceased to be effective.	Courier-Journal, 342 NLRB 1148 (2004). (Where the employer had established a past practice of making annual changes to its health insurance plan, and the annual changes affected represented and non-represented employees equally, the employer was permitted to continue its pattern, post-contract expiration, without running afoul of the Act).	6 years
Stella Doro Biscuit Co., Inc., 355 NLRB 769 (2010) enf. denied 711 F.3d 281 (2d Cir. 2013)	A 2-1 majority found that the employer failed to comply with its legal obligation to substantiate its claim of an asserted inability to pay during bargaining by refusing to turn over a copy of its audited financial statement and offering instead to allow the union to examine this document while it remained in the employer's possession.	Abercrombie & Fitch Co., 206 NLRB 464 (1973) and Roadway Express, 275 NLRB 1107 (1985) (Allowing the union to view sufficiently short and understandable documents is sufficient).	37 years 25 years
Kraft Foods North America, Inc., 355 NLRB 753 (2010)	A 2-1 majority held that an employer was obligated to provide a union with copies of the employee benefit plans in effect at its other plants. The union requested this material 15 months in advance of bargaining for a successor contract to prepare for those negotiations.	General Electric Co. v. N.L.R.B., 916 F.2d 1163 (7th Cir. 1990) (Information not relevant to bargaining when request made 16 months prior to expiration of the parties' collective-bargaining agreement and the earliest date for	20 years

	bargaining was 13	
	months away. The	
	court found that the	
	union's request for	
	information was	
	"premature and	
	insufficient.").	
Total Years of		3164 years
Substantially		·
Changed or		
Modified Precedent		
Total Years of		4559 years
Precedent		
Overruled,		
Overruled by the		
New Election Rule		
and Substantially		
Changed or		
Modified by Obama		
NLRB		

EXHIBIT E NLRB CASES EXCLUDED FROM STUDY

355 NLRB No. 049	Kane Steel Co.
355 NLRB No. 052	Delaware Valley Designers & Mfrs.
355 NLRB No. 136	M & B Services
355 NLRB No. 137	Compass Group North America
355 NLRB No. 138	Capitol Iron Works Co.
355 NLRB No. 139	Greensburg Manfacturing, LLC
355 NLRB No. 141	Fred Meyer Stores, Inc.
355 NLRB No. 142	Transportation Solutions, Inc.
355 NLRB No. 149	Brentwood Assisted Living Community
355 NLRB No. 175	Hatcher Press
355 NLRB No. 178	Case Farms Processing, Inc.
355 NLRB No. 179	Mays Printing Company, Inc.
355 NLRB No. 182	Infinity Scaffold, Inc.
355 NLRB No. 183	Resistflame Kiesling & Hess Finishing Company
355 NLRB No. 184	The Artglo Company
355 NLRB No. 185	Hawk One Security, Inc.
355 NLRB No. 186	Elmhurst Lincoln Mercury
355 NLRB No. 187	Elmhurst Lincoln Mercury
355 NLRB No. 214	Joe's Painting
356 NLRB No. 5	St. Charles Refractory
356 NLRB No. 31	Testa Construction
356 NLRB No. 32	Laro Service Systems, Inc.
356 NLRB No. 37	De Ja Vu Mechanicals, Inc.
356 NLRB No. 55	Ampcor II, Inc.
356 NLRB No. 61	Hatcher Press Inc
356 NLRB No. 74	SRC Painting, LLC, PBN, LLC, and Liquid Systems, James Wierzbicki, Karen Wierzbicki, Edmund Wierzbicki, Constance Wierzbicki, and Erin Wierbicki, individually and International Union of Painters and Allied Trades, District Counsel No. 7, AFL-CIO

356 NLRB No. 78	Golden Bridge Restaurant
356 NLRB No. 79	Mars Home for Youth
356 NLRB No. 80	Buggy Whip
356 NLRB No. 81	Gross Bus Company
356 NLRB No. 93	Huntington Park Nursing & Rehabilitation
356 NLRB No. 94	Fountain View of Monroe
356 NLRB No. 101	Griffin Security Agency, Inc.
356 NLRB No. 107	Mi Pueblo Foods, Inc.
356 NLRB No. 117	S K Hand Tool
356 NLRB No. 121	DRW Electric and its Alter Egos Brookeside Electric, Inc. and Dynomax Electric Corp.
356 NLRB No. 130	Downtown Bid Services Corporation
356 NLRB No. 131	Star Fire Protection
356 NLRB No. 132	Hard Rock Hotel and Casino
356 NLRB No. 136	Barrier West, Inc.
356 NLRB No. 137	Chino Valley Medical Center
356 NLRB No. 139	Ruan Transportation Corp.
356 NLRB No. 147	Wedgewood Healthcare Center
356 NLRB No. 149	American Medical Response
356 NLRB No. 153	New Age Communications
356 NLRB No. 172	Apex Electric Services, Inc. and Apex Industrial Services, Inc.
356 NLRB No. 173	Northern Illinois Telecom, Inc.
356 NLRB No. 174	Fairfield Toyota
356 NLRB No. 178	Bobbitt Electric
356 NLRB No. 179	Peregrine Co., Inc.
357 NLRB No. 3	Oasis Mechanical Contractors, Inc.
357 NLRB No. 10	Exhibitus, LLC
357 NLRB No. 12	Capital Iron Works Company
357 NLRB No. 41	Avista Corp.
357 NLRB No. 42	Presidential Maintenance, LLC

357 NLRB No. 50	Insulation Maintenance & Contracting, LLC
357 NLRB No. 62	Anthony's Painting, LLC
357 NLRB No. 64	Jung Sun Laundry Group Corp.
357 NLRB No. 86	J.E.W. Design & Construction
357 NLRB No. 87	Consumer Product Services, LLC
357 NLRB No. 89	Biosource Landscaping Services, LLC
357 NLRB No. 90	Ashland Nursing & Rehab Center, Inc.
357 NLRB No. 94	Mays Printing Company, Inc.
357 NLRB No. 102	Kane Steel Company
357 NLRB No. 104	Salon/Spa at Boro, Inc.
357 NLRB No. 110	Crystal Soda Water Company
357 NLRB No. 113	Premier Investigative Service Agency, LLC
357 NLRB No. 114	Mercedes-Benz of San Diego
357 NLRB No. 115	Wincrest Nursing Center Corp
357 NLRB No. 119	Memorial Hospital of Salem County
357 NLRB No. 120	Island Beachcomber Hotel
357 NLRB No. 121	Vocell Bus Company
357 NLRB No. 141	Demex Group Inc.
357 NLRB No. 150	Time Auto Transportation, Inc. And Time Auto Transport, L.S.
359 NLRB No. 4	United States Postal Service
359 NLRB No. 5	Vision Of Elk River, Inc.
359 NLRB No. 11	Fort Dearborn Corporation
359 NLRB No. 12	First Student, Inc.
359 NLRB No. 14	Crystal Soda Water Company
359 NLRB No. 15	Bebley Enterprises, Inc.
359 NLRB No. 16	Popeye's Chicken and Biscuits
359 NLRB No. 17	Local Lodge S-76 of the International Association of Machinists & Aerospace Workers, DL-1, AFL-CIO
359 NLRB No. 19	Kingspan Benchmark
359 NLRB No. 20	E.L.C. Electric, Inc.

359 NLRB No. 21	Mohawk Flooring and Janitorial Service, Inc.
359 NLRB No. 22	GCC/IBT Local 137C (Offset Paperback Manufacturers)
359 NLRB No. 23	Classic Fire Protection, LLC, and its alter ego, Swift Fire Protection, LLC
359 NLRB No. 24	Panera Bread
359 NLRB No. 25	Dubin Paper Company
359 NLRB No. 26	Hostess Brands Corporation
359 NLRB No. 28	INSEC (Instituto de Servicios Comunales)
359 NLRB No. 29	Crowne Plaza LaGuardia
359 NLRB No. 31	Big Moose LLC
359 NLRB No. 36	Hoodview Vending Co.
359 NLRB No. 45	Lifesource
359 NLRB No. 47	Excelsior Golden Living Center
359 NLRB No. 48	Woodcrest Health Care Center
359 NLRB No. 49	Tate & Hill, Inc.
359 NLRB No. 50	Apollo Detective, Inc.
359 NLRB No. 51	Fremont Medical Center and Rideout Memorial Hospital
359 NLRB No. 52	Walldesign, Inc.
359 NLRB No. 55	Random Acquisitions, LLC
359 NLRB No. 57	Altura Concrete Corporation
359 NLRB No. 58	The Union of Union Staff (SEIU Healthcare Michigan)
359 NLRB No. 61	Church Square Supermarket
359 NLRB No. 62	D & J Ambulette Service
359 NLRB No. 63	Champlin Shores Assisted Living
359 NLRB No. 64	CG Janitorial and Lawn Services
359 NLRB No. 65	Fine Fare Supermarkets
359 NLRB No. 66	833 Central Owners Corp./CO BRG Realty
359 NLRB No. 68	SPCA in Cattaraugus County, Inc.
359 NLRB No. 69	Lee's Industries, Inc. Lee's Home Health Services, Inc. and Lee's Companies, Inc.
359 NLRB No. 70	Kawa Sushi Restaurant
359 NLRB No. 71	Lederach Electric

359 NLRB No. 74	SK USA Shirts
359 NLRB No. 76	Heartland Human Services
359 NLRB No. 78	Encino Hospital Medical Center- Prime
359 NLRB No. 79	Starrs Group Home, Inc.
359 NLRB No. 83	Northwest Airport Inn
359 NLRB No. 85	Life's Connections, Chris Mora and Constance Sifton
359 NLRB No. 86	Mike-Sell's Potato Chip Co.
359 NLRB No. 90	Leader Communications Inc.
359 NLRB No. 91	International Union of Operating Engineers Local 627
359 NLRB No. 94	Lintrac Services, Inc.
359 NLRB No. 99	Onsite News
359 NLRB No. 100	Mardi Gras Casino and Hollywood Concessions, Inc.
359 NLRB No. 101	The Wackenhut Corporation $D/B/A$ G4S
359 NLRB No. 102	Mountain View Country Club
359 NLRB No. 105	Sprain Brook Manor Nursing Home, LLC
359 NLRB No. 106	Trade Show Supply
359 NLRB No. 110	BCI Coca-Cola Bottling Company of Los Angeles
359 NLRB No. 111	Chino Valley Medical Center
359 NLRB No. 117	Laborers' International Union of North America, Local 872, AFL-CIO
359 NLRB No. 118	Fused Solutions, LLC
359 NLRB No. 119	Stamford Plaza Hotel and Conference Center and Stamford Plaza, LP
359 NLRB No. 122	Brusco Tug & Barge, Inc.
359 NLRB No. 123	Cobalt Coal Corp. Mining, Inc.
359 NLRB No. 124	Newark Portfolio JV, LLC
359 NLRB No. 129	Woodcrest Health Care Center
359 NLRB No. 132	The Metropolitan Hotel, Romulus
359 NLRB No. 134	Metropolitan Group and The Metro Hotel—Troy
359 NLRB No. 137	Bluefield Regional Medical Center
359 NLRB No. 139	NACCO Material Handling Group Inc.
359 NLRB No. 143	Gaylord Hospital

359 NLRB No. 145	Fresh & Green's
359 NLRB No. 146	Six Star Janitorial
359 NLRB No. 153	Lintrac Services, Inc.
359 NLRB No. 158	2 Sisters Food Group, Inc., and Fresh & Easy Neighborhood Market, Inc.
359 NLRB No. 159	AC Specialists Inc.
359 NLRB No. 160	Rock Solid Creations
359 NLRB No. 161	Paragon Systems, Inc.
359 NLRB No. 166	Local 471, Rochester Regional Joint Board, Workers United (Sodexo, Inc.)
360 NLRB No. 1	Random Acquisitions, LLC
360 NLRB No. 2	Kaiser Foundation
360 NLRB No. 3	Corbel Installations, Inc.
360 NLRB No. 4	ADT Security Services, Inc., ADT LLC, and Tyco Integrated Security LLC
360 NLRB No. 5	New Jersey State Opera
360 NLRB No. 6	FJC Security Services, Inc.
360 NLRB No. 7	Bristol Manor Health Care Center
360 NLRB No. 8	Heartland Human Services
360 NLRB No. 9	International Foam Packaging, LLC
360 NLRB No. 12	St. Bernard Hospital and Health Care Center
360 NLRB No. 15	The Ardit Company
360 NLRB No. 16	Berkebile Bros., Inc. and/or RCC Construction LLC
360 NLRB No. 18	Pittsburgh Athletic Association
360 NLRB No. 20	Laborers' Local 894 (Donley's, Inc.)
360 NLRB No. 22	Kephart Trucking Co.
360 NLRB No. 24	The Avenue Care and Rehabilitation Center
360 NLRB No. 25	Metropolitan Group and The Metro Hotel – Troy
360 NLRB No. 29	Edifice Restoration Contractors, Inc.
360 NLRB No. 31	United States Postal Service
360 NLRB No. 32	ACE Masonry, Inc.
360 NLRB No. 35	United States Postal Service
360 NLRB No. 36	Hassel Volvo of Glen Cove

360 NLRB No. 42	Unite Here Local 1 (Stefani's Pier Front, Inc. D/B/A Crystal Garden)
360 NLRB No. 47	Heartland Human Services
360 NLRB No. 50	Paragon Systems, Inc.
360 NLRB No. 55	Oak Hill School
360 NLRB No. 69	NBC Universal, Inc.
360 NLRB No. 74	United States Postal Service
360 NLRB No. 75	Park Avenue Investment Advisor, LLC
360 NLRB No. 78	International Union, Security Police and Fire Professionals of America and its Local 287 (AKAL/Coastal International Security) and Cynthia V. Parham
360 NLRB No. 81	Prime Protective, Inc.
360 NLRB No. 83	Gentner Trucking, Co. and Gentner, Inc.
360 NLRB No. 87	DHL EXPRESS, INC.
360 NLRB No. 88	SPCA in Cattaraugus County, Inc.
360 NLRB No. 91	Customer Creation Center
360 NLRB No. 92	Crisdel Group, Inc.
360 NLRB No. 94	United States Postal Service
360 NLRB No. 97	Conditioned Air Systems, Inc.
360 NLRB No. 98	Regency Heritage Nursing & Rehabilitation Center
360 NLRB No. 99	Performance Cleaning Group
360 NLRB No. 101	Heartland Human Services
360 NLRB No. 106	Nstar Electric & Gas Company
360 NLRB No. 119	Merry Maids Of Boston
360 NLRB No. 121	Mi Pueblo Foods
360 NLRB No. 124	Metro-West Ambulance Service, Inc.
360 NLRB No. 127	Greenbrier Valley Medical Center
360 NLRB No. 133	Laurus Technical Institute
360 NLRB No. 139	Ortbals Enterprises
360 NLRB No. 140	Illinois Consolidated Telephone Company
361 NLRB No. 2	Key Handling Systems, Inc.
361 NLRB No. 14	Law-Den Nursing Home

361 NLRB No. 29	Security Walls, LLC
361 NLRB No. 30	Onyx Management Group LLC
361 NLRB No. 32	Newman Livestock 11, Inc.
361 NLRB No. 38	Securitas Critical Infrastructure Services, Inc.
361 NLRB No. 40	Dentz Painting, Inc.
361 NLRB No. 42	United Natural Foods, Inc.
361 NLRB No. 46	Gates & Sons Barbeque of Missouri, Inc.
361 NLRB No. 49	Klochko Equipment Rental Company, Inc.
361 NLRB No. 50	Matson Terminals, Inc.
361 NLRB No. 51	D2 Abatement, Inc.
361 NLRB No. 52	Livin Spoonful, Inc.
361 NLRB No. 56	Linda Construction, Inc.
361 NLRB No. 58	USA Fire Protection
361 NLRB No. 67	Gaylord Chemical Co. LLC
361 NLRB No. 68	Gibbs Contracting, Inc.
361 NLRB No. 69	South Central Electrical and Maintenance Company
361 NLRB No. 70	SK USA Shirts, INC.
361 NLRB No. 73	Soaring Eagle Casino and Resort, An Enterprise of the Saginaw Chippewa Indian Tribe of Michigan
361 NLRB No. 75	BCI Coca-Cola Bottling Company of Los Angeles
361 NLRB No. 76	Austin Fire Equipment, LLC
361 NLRB No. 78	Sky High Services, LLC
361 NLRB No. 79	Bettie Page Clothing
361 NLRB No. 80	Aggregate Industries
361 NLRB No. 81	INSEC (Instituto de Servicios Comunales)
361 NLRB No. 82	Oak Harbor Freight Lines, Inc.
361 NLRB No. 85	Coastal Sunbelt Produce
361 NLRB No. 86	833 Central Owners Corp./CO BRG Realty
361 NLRB No. 87	Bud Antle, Inc.
361 NLRB No. 88	Santa Barbara News-Press

361 NLRB No. 90	Dover Hospitality Services, Inc.
361 NLRB No. 91	Hotel Bel-Air
361 NLRB No. 92	Champlin Shores Assisted Living
361 NLRB No. 93	International Union of Operating Engineers Local 627
361 NLRB No. 94	Quicken Loans, Inc.
361 NLRB No. 95	Nestle-Dreyer's Grand Ice Cream, Inc.
361 NLRB No. 96	Relco Locomotives, Inc.
361 NLRB No. 98	Newark Portfolio JV, LLC
361 NLRB No. 99	Manor At St. Luke Village Facility Operations LLC
361 NLRB No. 100	Ozburn-Hessey Logistics, LLC
361 NLRB No. 101	Lancaster Symphony Orchestra
361 NLRB No. 102	Sands Casino Resort Bethlehem
361 NLRB No. 104	Rem Transportation Services, LLC D/B/A Ambrose Auto & Autotrans Katayenko
361 NLRB No. 105	Brown & Pipkins, LLC D/B/A Acsential
361 NLRB No. 106	Ambassador Services, Inc.
361 NLRB No. 107	Dixie Electric Membership Corporation
361 NLRB No. 108	Altura Concrete Corporation
361 NLRB No. 109	Fort Dearborn Corporation
361 NLRB No. 110	Memorial Hospital Of Salem County
361 NLRB No. 112	Dreamclinic, LLC
361 NLRB No. 114	Orni 8, LLC, AND Orpuna, LLC, D/B/A Puna Geothermal Venture
361 NLRB No. 115	Stamford Plaza Hotel and Conference Center and Stamford Plaza, LP, a Joint and/or Single Employer
361 NLRB No. 116	Stamford Hospitality, LP D/B/A Stamford Plaza Hotel And Conference Center, LP
361 NLRB No. 117	800 River Road Operating Company, LLC D/B/A Woodcrest Health Care Center
361 NLRB No. 119	Fused Solutions, LLC
361 NLRB No. 121	Durham School Services, L.P.
361 NLRB No. 124	DIRECTV U.S. DIRECTV Holdings LLC

361 NLRB No. 128	Meredith Corporation
361 NLRB No. 129	Noel Canning, a Division of the Noel Corporation
361 NLRB No. 133	Pressroom Cleaners, Inc.
361 NLRB No. 134	Rose Fence Inc
361 NLRB No. 135	JAG Healthcare, Inc. D/B/A Galion Pointe, LLC
361 NLRB No. 136	Lifesource
361 NLRB No. 137	Latino Express
361 NLRB No. 138	Pessoa Construction Company
361 NLRB No. 143	Contemporary Cars. Inc. D/B/A Mercedes Benz of Orlando and Auto Nation, Inc.
361 NLRB No. 147	Portola Packaging, Inc.
361 NLRB No. 149	Big Ridge, Inc.
361 NLRB No. 150	Marquez Brothers Enterprises, Inc.
361 NLRB No. 151	The Avenue Care and Rehabilitation Center
361 NLRB No. 152	2 Sisters Food Group, Inc., and Fresh & Easy Neighborhood Market, Inc.
361 NLRB No. 154	Bluefield Hospital Company, LLC, D/B/A Bluefield Regional Medical Center
361 NLRB No. 155	Vision Of Elk River, Inc.
361 NLRB No. 156	IATSE Local 142 (Various)
361 NLRB No. 160	Evenflow Transportation Management
361 NLRB No. 162	A.W. Farrell & Son, Inc.
361 NLRB No. 164	Tekweld Solutions, Inc.
361 NLRB No. 165	Wellington Industries, Inc.
362 NLRB No. 1	Coastal International Security, Inc.
362 NLRB No. 2	Pro Works Contracting, Inc.
362 NLRB No. 3	Heartland Health Care Center - Plymouth Court
362 NLRB No. 4	U.S. Fibers
362 NLRB No. 8	Crew One Productions, Inc.
362 NLRB No. 9	American Elevator Corp., alter ego of BBQL, LLC
362 NLRB No. 12	Staffing Network Holdings, LLC
362 NLRB No. 13	Grand Canyon University

362 NLRB No. 15	Mission Produce, Inc.
362 NLRB No. 18	Pennsylvania American Water Company
362 NLRB No. 23	Rush University Medical Center
362 NLRB No. 26	Santa Barbara News-Press
362 NLRB No. 28	Brusco Tug & Barge, Inc.
362 NLRB No. 31	On Target Security
362 NLRB No. 32	Chino Valley Medical Center
362 NLRB No. 34	OS Transport LLC (CA); OS Transport LLC (NV); HCA Management, Inc.; OS Management Enterprises, Inc.
362 NLRB No. 36	Fry's Food Stores
362 NLRB No. 37	United Security & Police Officers of America (USPOA) (MVM, Inc.)
362 NLRB No. 39	Commercial Air, Inc.
362 NLRB No. 43	FedEx Freight, Inc.
362 NLRB No. 44	Newark Electric Corp. Newark Electric 2.0, Inc. and Colacino Industries, Inc.
362 NLRB No. 45	IronTiger Logistics, Inc.
362 NLRB No. 47	WF Coal Sales, Inc.
362 NLRB No. 50	601 Direct, LLC
362 NLRB No. 51	A.J. Myers and Sons
362 NLRB No. 53	Dynawash
362 NLRB No. 62	Vince & Sons Pasta, alter-ego and/or Golden State Successor
362 NLRB No. 63	Micropower USA Corp.
362 NLRB No. 66	FirstEnergy Generation Corp.
362 NLRB No. 67	Major Metals Company Or Major Deegan Company
362 NLRB No. 70	United States Postal Service
362 NLRB No. 71	ThyssenKrupp Stainless USA, LLC, a wholly owned subsidiary of Outokumpu Stainless USA, LLC
362 NLRB No. 73	FirstEnergy Generation, LLC
362 NLRB No. 77	Steve Zappetini & Son, Inc.
362 NLRB No. 81	Hoodview Vending Co.
362 NLRB No. 84	Faro Screen Process
362 NLRB No. 89	Advanced Disposal

362 NLRB No. 90	The Columbus Show Case Company
362 NLRB No. 93	Meredith Corporation
362 NLRB No. 95	Fused Solutions, LLC
362 NLRB No. 96	Roemer Industries, Inc.
362 NLRB No. 97	Parkview Community Hospital Medical Center
362 NLRB No. 99	GD Copper (U.S.A.), Inc.
362 NLRB No. 100	Globe Wholesale Co.
362 NLRB No. 103	United States Postal Service
362 NLRB No. 104	Harry Asato Painting, Inc.
362 NLRB No. 106	Panera Bread
362 NLRB No. 107	Lifesource
362 NLRB No. 108	Newark Portfolio JV, LLC
362 NLRB No. 110	L'hoist North America of Tennessee, Inc.
362 NLRB No. 113	Somerset Valley Rehabilitation and Nursing Center
362 NLRB No. 114	Woodcrest Health Care Center
362 NLRB No. 115	Brusco Tug & Barge, Inc.
362 NLRB No. 116	Serenity Dental Spa, P.A.
362 NLRB No. 117	UNF West, Inc.
362 NLRB No. 118	Ozburn-Hessey Logistics, LLC
362 NLRB No. 119	Tito Contractors, Inc.
362 NLRB No. 120	PCMC/Pacific Crane Maintenance Company, Inc.
362 NLRB No. 121	KAG West, LLC
362 NLRB No. 122	M&B Services, Inc.; Berry Service, Inc. (Berry I); Berry Services, Inc. (Berry II); Berry Transportation, LLC, Milton Berry, and Carolyn Berry
362 NLRB No. 124	American Postal Workers Union, AFL-CIO Pensacola Area Local (United States Postal Service)
362 NLRB No. 126	Coastal Sunbelt Produce
362 NLRB No. 128	The H.O.P.E. Program
362 NLRB No. 131	Casworth Corp.
362 NLRB No. 132	Lewis Foods Of 42nd Street, LLC, and McDonald's USA, LLC
362 NLRB No. 133	Puna Geothermal Venture

362 NLRB No. 138	MaxPak
362 NLRB No. 141	Chicago Parking Valet LLC
362 NLRB No. 142	A.W. Farrell & Son, Inc.
362 NLRB No. 143	East Market Restaurant, Inc.
362 NLRB No. 145	Love Culture Inc.
362 NLRB No. 146	NCR Corporation
362 NLRB No. 147	Vineyard Court Nursing and Rehabilitation Center
362 NLRB No. 150	Manor At St. Luke Village Facility Operations LLC
362 NLRB No. 151	Woodbridge Winery
362 NLRB No. 153	Keller Construction, Inc.
362 NLRB No. 154	Columbia Memorial Hospital
362 NLRB No. 158	Island Management Partners, Inc.
362 NLRB No. 159	M&M Affordable Plumbing, Inc.
362 NLRB No. 162	Katch Kan USA, LLC
362 NLRB No. 163	Rush University Medical Center
362 NLRB No. 170	V. Garofalo Carting, Inc.
362 NLRB No. 173	Allied Aviation Services Company Of New Jersey
362 NLRB No. 174	Scoma's of Sausalito, LLC
362 NLRB No. 176	International Union Of Operating Engineers Local 18, Afl-Cio (Precision Pipeline)
362 NLRB No. 179	ABM Onsite Services - West, Inc.
362 NLRB No. 180	Ozburn-Hessey Logistics, LLC
362 NLRB No. 181	Benjamin H Realty Corp
362 NLRB No. 187	United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 1192, AFL-CIO, CLC and Jimmy Ray Williams, and Buckeye Florida Corporation, a subsidiary of Buckeye Technologies, Inc. and Georgia Pacific, LLC, Party in Interest
362 NLRB No. 196	Caravan Knight Facilities Management, LLC
362 NLRB No. 197	WIVB-TV
363 NLRB No. 3	EMV Payment Systems
363 NLRB No. 5	Prince George Healthcare Center
363 NLRB No. 6	Remington Lodging & Hospitality, LLC, D/B/A The Sheraton Anchorage

363 NLRB No. 7	Hacienda Hotel & Casino
363 NLRB No. 10	The Gulfport Stevedoring Association-International Longshoremen's Association Container Royalty Plan and Tommy Evans
363 NLRB No. 11	United States Postal Service
363 NLRB No. 14	Micropower USA Corp.
363 NLRB No. 16	United States Postal Service
363 NLRB No. 18	Distler Corp., Sierra Masonry Corporation, Distler Construction Co. Inc., and Gulf State Construction Co.
363 NLRB No. 21	J & J Snack Foods Handhelds Corp.
363 NLRB No. 26	County Agency Inc.
363 NLRB No. 27	ISS Facility Services, Inc.
363 NLRB No. 28	Linda Construction, Inc.
363 NLRB No. 30	Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO
363 NLRB No. 31	Polycon Industries,Inc.
363 NLRB No. 37	Chipotle Mexican Grill, Inc.
363 NLRB No. 41	Delek Refining, LTD
363 NLRB No. 43	Amalgamated Transit Union, Local 689
363 NLRB No. 49	M.D. Miller Trucking and Topsoil, Inc.
363 NLRB No. 53	Con-way Freight Inc.
363 NLRB No. 61	Belgrove Post Acute Care Center
363 NLRB No. 64	Cobalt Coal Ltd., Westchester Coal, L.P. and Cobalt Coal Corp. Mining Inc.
363 NLRB No. 67	One Sustainable Method Recycling, LLC
363 NLRB No. 68	Global Recruiters of Winfield
363 NLRB No. 70	Vigor Industrial LLC
363 NLRB No. 72	Rhino Northwest, LLC
363 NLRB No. 76	Pittsburgh Athletic Association
363 NLRB No. 78	Community Support Network
363 NLRB No. 88	Shawnee Ready Mix Concrete & Asphalt Co., Inc.
363 NLRB No. 90	Colonial Parking
363 NLRB No. 93	Micropower USA Corp. and Professionals at Micropower New York State United Teachers and Greg Sandler and Amila Chowdhury.

363 NLRB No. 94	S. E. Clemons Inc.
363 NLRB No. 96	Unf West, Inc.
363 NLRB No. 101	Hospital Parking Management
363 NLRB No. 102	Missouri Red Quarries, Inc.
363 NLRB No. 109	Voith Industrial Services, Inc.
363 NLRB No. 110	Cargill, Inc.
363 NLRB No. 114	Lakepointe Senior Care and Rehab Center, L.L.C.
363 NLRB No. 115	Four Seasons Environmental, Inc.
363 NLRB No. 120	Midwestern Video Personnel, Inc.
363 NLRB No. 121	Vince & Sons Pasta, alter-ego and/or Golden State
363 NLRB No. 123	Leukemia and Lymphoma Society
363 NLRB No. 124	Leukemia and Lymphoma Society
363 NLRB No. 129	Durham School Services, L.P.
363 NLRB No. 135	Vista Del Sol Healthcare
363 NLRB No. 139	H&M International Transportation, Inc.
363 NLRB No. 140	Remington Lodging & Hospitality, LLC, D/B/A The Sheraton Anchorage
363 NLRB No. 142	Farm Fresh To You
363 NLRB No. 143	Advoserv New Jersey
363 NLRB No. 145	Kingman Regional Medical Center
363 NLRB No. 147	United Automobile Workers Local 509 (Fiat Chrysler Automobiles Group)
363 NLRB No. 148	IATSE, Local 720, AFL-CIO, CLC (Tropicana Las Vegas, Inc.)
363 NLRB No. 150	Morris Glass & Construction
363 NLRB No. 152	New Jersey State Opera
363 NLRB No. 153	D2 Abatement/Premier Environmental Solutions
363 NLRB No. 155	Detroit Medical Center (DMC)
363 NLRB No. 156	Century Car Wash
364 NLRB No. 1	The Mirage
364 NLRB No. 2	Bellagio Las Vegas
364 NLRB No. 3	Planet Beauty
364 NLRB No. 4	Data Monitor Systems, Inc.

364 NLRB No. 5	Tramont Manufacturing, LLC
364 NLRB No. 6	Rochester Gas & Electric Corporation
364 NLRB No. 7	Local 40, International Brotherhood of Electrical Workers, AFL-CIO (Universal City Studios, LLC)
364 NLRB No. 8	UPS Supply Chain Solutions, Inc.
364 NLRB No. 9	Adecco USA, Inc.
364 NLRB No. 10	Perry Brothers Trucking, Inc.
364 NLRB No. 11	Lifeway Foods, Inc.
364 NLRB No. 12	Jack in the Box, Inc.
364 NLRB No. 13	Piedmont Gardens
364 NLRB No. 14	McDonald's USA, LLC, a joint employer, et al.
364 NLRB No. 15	Porter Industries Environmental Services Company
364 NLRB No. 16	Lincoln Eastern Management Corporation
364 NLRB No. 17	Adriana's Insurance Services, Inc.
364 NLRB No. 18	The Dalton School
364 NLRB No. 19	National Association of Professional Women
364 NLRB No. 20	Schwan's Home Service, Inc. a wholly owned subsidiary of the Schwan Food Company
364 NLRB No. 21	CVS Albany LLC d/b/a CVS
364 NLRB No. 25	St. Luke's Home Care
364 NLRB No. 26	Shambaugh & Son, L.P.
364 NLRB No. 27	United States Postal Service
364 NLRB No. 28	Long Island Association for AIDS Care, Inc.
364 NLRB No. 29	Fremont Ford
364 NLRB No. 30	Greenbrier Rail Services
364 NLRB No. 31	California Commerce Club, Inc.
364 NLRB No. 32	Engineering Contractors, Inc. and its alter ego, ECI of Washington, LLC
364 NLRB No. 33	EYM King of Missouri, L.L.C d/b/a Burger King
364 NLRB No. 34	Bristol Farms
364 NLRB No. 35	National Dance Institute - New Mexico, Inc.
364 NLRB No. 36	Grill Concepts Services, Inc. d/b/a The Daily Grill

364 NLRB No. 42	Strategic Resources, Inc.
364 NLRB No. 43	Somerset Valley Rehabilitation and Nursing Center
364 NLRB No. 44	Nexeo Solutions
364 NLRB No. 45	Noel Canning, Div. of the Noel Corporation
364 NLRB No. 46	Bates Paving & Sealing, Inc.
364 NLRB No. 47	Lift Truck Sales and Services, Inc.
364 NLRB No. 48	Comau, Inc.
364 NLRB No. 49	Cy-Fair Volunteer Fire Department
364 NLRB No. 50	Longwood Security Services, Inc.
364 NLRB No. 52	Barstow Community Hospital
364 NLRB No. 53	Thesis Painting, Inc.
364 NLRB No. 55	Colorado Fire Sprinkler Inc.
364 NLRB No. 56	Stahl Specialty Company
364 NLRB No. 57	Local Branch 4779, NALC (United States Postal Service)
364 NLRB No. 58	Oncor Electric Delivery Company, L.L.C.
364 NLRB No. 59	Oberthur Technologies of America Corporation
364 NLRB No. 60	Wayron, LLC
364 NLRB No. 61	North Memorial Health Care
364 NLRB No. 63	Minteq International, Inc. and Specialty Minerals, Inc.
364 NLRB No. 65	Michigan State Employees Association
364 NLRB No. 66	Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems
364 NLRB No. 67	Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems
364 NLRB No. 68	Affinity Medical Center, Community Health Systems, Inc., and/or Community Health Systems
364 NLRB No. 70	Retro Environmental, Inc. and Green JobWorks, LLC
364 NLRB No. 71	Goucher College
364 NLRB No. 73	Island Architectural Woodwork, Inc. and Verde Demountable Partitions, Inc., Alter Egos
364 NLRB No. 74	Building Contractors Association

364 NLRB No. 75	Paragon Systems, Inc.
364 NLRB No. 76	Laborers' Local 860 (Headlands Contracting & Tunneling)
364 NLRB No. 77	Burndy, LLC
364 NLRB No. 78	Aliante Gaming, LLC d/b/a Aliante Casino and Hotel
364 NLRB No. 79	Verizon California Inc.
364 NLRB No. 80	Aliante Gaming, LLC d/b/a Aliante Casino and Hotel
364 NLRB No. 81	International Alliance of Theatrical Stage Employees, Moving picture Technicians, Artists and Allied
364 NLRB No. 82	S. Freedman & Sons, Inc.
364 NLRB No. 83	McClay Energy Inc.
364 NLRB No. 84	Seattle University
364 NLRB No. 85	Saint Xavier University
364 NLRB No. 86	Public Service Company of New Mexico
364 NLRB No. 87	The Pennsylvania Virtual Charter School
364 NLRB No. 88	Hyde Leadership Charter School - Brooklyn
364 NLRB No. 89	International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied
364 NLRB No. 91	Creative Vision Resources, LLC
364 NLRB No. 92	G4S Secure Solutions (USA) Inc.
364 NLRB No. 94	UNITE HERE LOCAL 5 (Hyatt Regency Waikiki Resort & Spa)
364 NLRB No. 95	American Baptist Homes of the West d/b/a Piedmont Gardens
364 NLRB No. 96	Brunswick Bowling Products, LLC
364 NLRB No. 97	Irving Materials, Inc.
364 NLRB No. 98	The American National Red Cross, Great Lakes Blood Services Region and Mid- Michigan Chapter
364 NLRB No. 100	David Saxe Productions, LLC and Vegas! The Show, LLC, Joint Employers
364 NLRB No. 101	Novelis Corporation
364 NLRB No. 103	Equinox Holdings, Inc.
364 NLRB No. 104	Peacock Productions of NBC Universal Media, LLC
364 NLRB No. 108	Pennsylvania State Corrections Officers Association
364 NLRB No. 109	Emerald Green Building Services, LLC

364 NLRB No. 110	Volkswagen Group of America, Inc.
364 NLRB No. 111	Wolf Creek Nuclear Operating Corporation
364 NLRB No. 112	Unique Personnel Consultants, Inc.
364 NLRB No. 114	Children's Hospital of Oakland
364 NLRB No. 115	Medco Health Solutions of Las Vegas, Inc.
364 NLRB No. 116	United States Postal Service
364 NLRB No. 117	Advanced Life Systems, Inc.