

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

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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).

³*Id.*

invalidated by the Supreme Court in *Noel Canning*, subsequent applications of new case law overruling precedent, or procedural regulations invalidated by the new election rules, those numbers would be even higher.⁴ 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

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”⁷ by the Board’s decisions.⁸ 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.⁹ 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.”¹⁰ 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) *enfd.* 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); *DirectTV*, 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).

²⁵*Id.*

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.”²⁷ 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.”²⁸

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 on 12/16/02. 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.

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

		Supreme Court in <i>N.L.R.B. v. Noel Canning</i> , 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 <i>N.L.R.B. v. Noel Canning</i> , 134 S. Ct. 2550 (2014).
Richard F. Griffin, Jr.-D	01/09/12 – 08/02/13	Recess appointed by President Obama, but that appointment was invalidated by the U.S. Supreme Court in <i>N.L.R.B. v. Noel Canning</i> , 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-R	08/07/13 – Present	Confirmed by Senate on 07/30/13.
Harry I. Johnson III-R	08/12/13 – 08/27/15	Confirmed by Senate on 07/30/13
Lauren McFerran-D	12/16/14 - Present	Confirmed by Senate on 12/17/14.

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
<i>Guardsmark, LLC</i> , 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.	<i>Oregon Washington Telephone</i> , 123 NLRB 339 (1959)	57 years
<i>Loomis Armored US, Inc.</i> , 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.	<i>Wells Fargo Corp.</i> , 270 NLRB 787 (1984)	32 years
<i>Graymont PA, Inc.</i> , 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.	<i>Raley’s Supermarkets & Drug Centers</i> , 349 NLRB 26 (2007)	9 years
<i>Miller & Anderson, Inc.</i> , 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.	<i>Oakwood Care Center</i> , 343 NLRB No. 659 (2004)	12 years
<i>Trustees of Columbia University</i> , 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.	<i>Brown University</i> , 342 NLRB 483 (2004).	12 years
<i>King Soopers, Inc.</i> , 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 awarded as part of the remedy for discriminatory termination of	<i>Crossett Lumber Co.</i> , 8 NLRB 440 (1938) <i>English Mica Co.</i> , 101 NLRB 1061 (1952)	78 years 64 years

	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.	<i>West Texas Utilities Co.</i> , 109 NLRB 936 (1954) <i>Mastro Plastics Corp.</i> , 136 NLRB 1342 (1962) <i>North Slope Mechanical</i> , 286 NLRB 633 (1987)	62 years 54 years 29 years
<i>Total Security Management Illinois 1, LLC</i> , 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.	<i>McClatchy Newspapers, Inc.</i> , 337 NLRB 1161 (2002)	14 years
<i>E.I. Du Pont de Nemours</i> , 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 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.	<i>Beverly Health & Rehabilitation Services, Inc.</i> , 346 NLRB 1319 (2006) <i>Courier-Journal</i> , 342 NLRB 1093 (2004) <i>Capitol Ford</i> , 343 NLRB 1058 (2004)	10 years 12 years 12 years
<i>United States Postal Service</i> , 364 NLRB No. 116 (2016)	A 3-1 majority found the Board will not approve settlements without full default language for future violations.	<i>Copper State Rubber</i> , 301 NLRB 138 (1991) <i>Food Lion, Inc.</i> , 304 NLRB 602 (1991)	25 years 25 years
2015 Cases			173 years
<i>American Baptist Homes dba Piedmont Gardens</i> , 362 NLRB No.	A 3-2 majority overruled a blanket rule exempting witness statements from the general obligation to honor union	<i>Anheuser-Busch, Inc.</i> , 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.		
<i>Browning-Ferris Industries of California, Inc., d/b/a BFI Newby Island Recyclery</i> , 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 codetermine those matters governing the essential terms and conditions of employment. The majority will no longer require that a joint employer 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.	<i>TLI, Inc.</i> , 271 NLRB 798 (1984) <i>Laerco Transportation</i> , 269 NLRB 324 (1984) <i>AM Property Holding Corp.</i> , 350 NLRB 998, 1001 (2007) <i>Airborne Freight Co.</i> , 338 NLRB 597 (2002)	31 years 31 years 8 years 13 years
<i>Lincoln Lutheran of Racine</i> , 362 NLRB No. 188 (2015) The Board originally overruled <i>Bethlehem Steel</i> in <i>WKYC-TV, Inc.</i> , 359 NLRB No. 30 (2012). However, that case was invalidated by the U.S. Supreme Court in <i>N.L.R.B. v. Noel Canning</i> , 134 S.Ct. 2550 (2014).	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 never provided a coherent explanation.	<i>Bethlehem Steel Co.</i> , 136 NLRB 1500 (1962)	53 years
2014 Cases			123 years
<i>Fresh & Easy Neighborhood Market, Inc.</i> , 361 NLRB No. 12 (2014)	A 2-1 majority found that an employee 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.	<i>Holling Press, Inc.</i> , 343 NLRB 301 (2004)	10 years
<i>FedEx Home Delivery</i> , 361 NLRB No. 55 (2014)	A 3-1 majority overruled <i>St. Joseph News-Press</i> to the extent that decision	<i>St. Joseph News Press</i> , 345 NLRB 474	9 years

<i>Request for reconsideration denied</i> 362 NLRB No. 29 (2015)	mistakenly suggested that the Board cannot consider evidence that a putative employer has effectively imposed constraints on an individual's ability to render services as part of an independent business.	(2005)	
<i>Pressroom Cleaners</i> , 361 NLRB No. 57 (2014)	A 3-2 majority overruled precedent on the appropriate remedy when a statutory successor employer refuses to 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.	<i>Planned Building Services</i> , 347 NLRB 670 (2006)	8 years
<i>Purple Communications, Inc.</i> , 361 NLRB No. 126 (2014)	A 3-2 majority found that an employer that gives its employees access to its email system must presumptively 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.	<i>Register Guard</i> , 351 NLRB 1110 (2007)	7 years
<i>Babcock & Wilcox Construction Co., Inc.</i> , 361 NLRB No. 132 (2014)	A 3-2 Board majority modified the Board's standard for deferring to arbitration decisions. Deferral is solely a matter for the Board's discretion because Section 10(a) of the Act allows 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 arbitrator was explicitly authorized to decide the unfair labor practice issue; 2) the arbitrator was presented with and	<i>Spielberg Mfg. Co.</i> , 112 NLRB 1080 (1955) <i>Olin Corp.</i> , 268 NLRB 573 (1984)	59 years 30 years

	considered the statutory issue (or was prevented from doing so by the party opposing deferral); and 3) Board law reasonably supports the arbitral award.		
2013 Cases			29 years
<i>Albertson's, LLC</i> , 359 NLRB No. 147 (2013) This decision was reaffirmed after the Supreme Court's decision in <i>NLRB v. Noel Canning</i> , 134 S. Ct. 2550 (2014) in <i>Albertson's, LLC</i> , 361 NLRB No. 71 (2014).	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.	<i>William T. Burnett & Co.</i> , 273 NLRB 1084 (1984)	29 years
2012 Cases			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 <i>N.L.R.B. v. Noel Canning</i>, 134 S. Ct. 2550 (2014).			
<i>In Re Latino Express, Inc.</i> , 359 NLRB No. 44 (2012) This decision was reaffirmed after the Supreme Court's decision in <i>N.L.R.B. v. Noel Canning</i> , 134 S. Ct. 2550 (2014) in <i>Latino Express, Inc.</i> 361 NLRB No. 137 (2014). The Board continues to cite the original case and apply this remedy. <i>See e.g. Remington Lodging & Hosp., LLC d/b/a the Sheraton Anchorage</i> , 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.	<i>Laborers Local 282</i> , 271 NLRB 878 (1984) <i>Hendrickson Bros. Inc.</i> , 272 NLRB 438 (1985)	28 years 27 years
2011 Cases			54 years
<i>Stericycle, Inc.</i> , 357 NLRB 582 (2011)	In a split decision, the Board found that a union engages in objectionable conduct warranting a second election	<i>Novotel New York</i> , 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 notifying employees of the lawsuit. ³⁰		
<i>Lamons Gasket Co.</i> , 357 NLRB 739 (2011)	A 3-1 majority overruled the Board's 2007 decision in <i>Dana Corp.</i> 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.	<i>Dana Corp.</i> , 351 NLRB 434 (2007)	4 years
<i>In Re Ugl-Unicco Serv. Co.</i> , 357 NLRB 801 (2011)	A 3-1 majority restored the successor bar doctrine. Under that doctrine, when a successor employer acts in 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 employer, depending on the situation.	<i>MV Transportation</i> , 337 NLRB 770 (2002)	9 years
<i>Specialty Healthcare & Rehab. Ctr. of Mobile</i> , 357 NLRB 934 (2011)	A 3-1 majority fundamentally changed the standard for determining whether a petitioned-for unit is appropriate. 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	<i>Park Manor Care Center, Inc.</i> , 305 NLRB 872 (1991)	20 years

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.		
<i>Goya Foods of Florida</i> , 356 NLRB 1461 (2011)	The Board issued a remedy making employees whole for any losses due to an employer's change to health insurance plans regardless of whether the Union requests rescission of the unlawful changes and restoration of the status quo plan. Remedy Case.	<i>Brooklyn Hospital Center</i> , 344 NLRB 404 (2005)	6 years
Total Years of Precedent Overruled			941 years

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

Obama NLRB Election Rule Change	NLRB Precedent Overruled	Years of Precedent
<p>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 grounds for setting aside election.</p>	<p><i>Excelsior Underwear, Inc.</i>, 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).</p> <p><i>N.L.R. B. v. Wyman-Gordon Co.</i>, 394 U.S. 759, 767 (1969) (<i>Excelsior</i> disclosure requirements are substantively proper).</p> <p><i>Mod Interiors, Inc.</i>, 324 NLRB 164 (1997) (Election set aside when employer has not substantially complied with <i>Excelsior</i> requirements. In this case, eligibility lists contained errors on 40 percent of the employees' information).</p>	<p>49 years</p> <p>46 years</p> <p>18 years</p>
<p>20 C.F.R. § 102.63(a) Hearing held within 8 days of Notice of Hearing</p>	<p><i>Croft Metals, Inc.</i>, 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).</p>	<p>13 years</p>
<p>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.</p>	<p><i>Angelica Healthcare Services Group, Inc.</i>, 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).</p>	<p>20 years</p>
<p>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</p> <p>29 C.F.R. §§ 102.63(b)(i) and (iii)</p>	<p><i>Seattle Opera Assn.</i>, 323 NLRB 641 (1997) and <i>Mariah, Inc.</i>, 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).</p> <p><i>Allen Health Care Services</i>, 332 NLRB 1308 (2000)</p>	<p>18 years</p> <p>19 years</p>

<p>Employer must describe appropriate unit in position statement if contests unit, including identifying all individuals in proposed unit and those individuals whose eligibility the employer intends to contest</p>	<p>(Board's duty to ensure due process for the parties in the conduct of the Board proceedings requires that the Board provide parties with the opportunity to present evidence and advance arguments concerning relevant issues).</p> <p><i>Bennett Industries, Inc.</i>, 313 NLRB 1363 (1994) (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 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.").</p> <p><i>Amerihealth Inc./ Amerihealth HMO</i>, 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).</p>	<p>15 years</p> <p>21 years</p> <p>17 years</p>
<p>29 C.F.R. § 102.64(a) No right to pre-election hearing on whether certain employees, or groups of employees, including supervisory status, are eligible to vote</p>	<p><i>Barre-National Inc.</i>, 316 NLRB 877 (1995) (Right to present evidence at pre-election hearing).</p> <p><i>Int'l Hod Carriers Bldg. & Common Laborers Union of America</i>, 135 NLRB 1153 (1962) (Congress rejected efforts to dispense generally with preelection hearings).</p> <p><i>N.L.R.B. v. S.W. Evans & Son</i>, 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) (In 1947 amendments, Congress made pre-election hearings mandatory by adding Section 9(c)(1) and (4) to the Act).</p> <p><i>N. Manchester Foundry, Inc.</i>, 328 NLRB 372 (1999) (Board recognizes statutory right to introduce evidence on issues of voter eligibility at pre-election hearing).</p> <p><i>Pontiac Osteopathic Hospital</i>, 327 NLRB 1172 (1999) (Once on notice of a substantial issue, the hearing officer is obligated to conduct inquiry).</p>	<p>20 years</p> <p>53 years</p> <p>65 years</p> <p>48 years</p> <p>16 years</p> <p>16 years</p>

Total Years of Precedent Overruled by New Election Rule		454
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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 Substantially Changed or Modified by Decision	Number of Years of Precedent Effectively Overruled
2016 Cases			472
<i>Ace Heating & Air Conditioning Co., Inc.</i> , 364 NLRB No. 22 (2016)	A 2-1 majority found that a prounion supervisor involved in organizing, who threatened business closure on behalf of the employer, was acting in his capacity as a supervisor and agent with apparent authority. Therefore, the employer was liable for his threat.	<i>Indianapolis Newspapers, Inc.</i> , 103 NLRB 1750 (1953) and <i>Montgomery Ward & Co.</i> , 115 NLRB 645 (1956) (When the supervisor in question is openly prounion, further inquiry is warranted to determine whether employees would reasonably view the supervisor as speaking for management).	63 years 60 years
<i>Omni Commercial Lighting, Inc.</i> , 364 NLRB No. 54 (2016)	A 2-1 majority found that an employer violated Section 8(a)(1) by terminating an employee for asserting rights he believed he had under a collective bargaining agreement. The question was whether the employee had a reasonable and honest belief that he was entitled to the contractual terms in the agreement, not whether the contractual claim was factually correct.	<i>N.L.R.B. v. City Disposal Systems, Inc.</i> , 465 U.S. 822 (1984) (Urging employer to execute a different CBA and pay him the higher wages and benefits set forth in that different agreement is not concerted activity within the <i>Interboro</i> doctrine).	32 years
<i>United States Postal Service</i> , 364 NLRB No. 62 (2016)	A 2-1 majority found that the Postal Service violated Sections 8(a)(3) and (1) by disciplining a union steward because of her profane and threatening	<i>Felix Industries, Inc.</i> , 251 F.3d 1051 (D.C. Cir. 2001) (Calling a supervisor an obscene name three	15 years

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

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

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

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

	notes. The manager conducting the interview told the steward to close the notebook and threatened to suspend him.	<i>New Jersey Bell Telephone Co.</i> , 308 NLRB 277 (1992) (Employer lawfully ejected <i>Weingarten</i> 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
<i>Americold Logistics, LLC</i> , 362 NLRB No. 58 (2015)	The Board clarified that under <i>Lamons Gasket</i> , 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.	<i>Dana Corp.</i> , 351 NLRB 434 (2007) (The recognition bar starts running when recognition is extended by the employer). <i>Tajon, Inc.</i> , 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). <i>Keller Plastics Eastern, Inc.</i> , 157 NLRB 583 (1966). (Board measured the “reasonable time to bargain” from “the date recognition was lawfully accorded.”).	8 years 31 years 49 years
<i>Pier Sixty, LLC</i> , 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	<i>Honda of America Mfg., Inc.</i> , 334 NLRB 746 (2001) (Discipline for disrespectful and	14 years

		evaluating for themselves).			
<p><i>Boch Honda</i>, 362 NLRB No. 83 (2015) <i>enfd.</i> 826 F.3d 558 (1st Cir. 2016)</p>	<p>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 and damage to vehicles.</p>	<p>Dress Code policy and special circumstances:</p> <p><i>Komatsu America Corp.</i>, 342 NLRB 649 (2004) (Special circumstances justify proscription of wearing certain items when their display damages machinery or products).</p> <p><i>E & L Transport Co.</i>, 331 NLRB 640 (2000). (Preventing property damage is a legitimate interest where a rule is not promulgated in retaliation for Section 7 activity).</p>	11 years		
			<p>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.</p>	<p>Handbook Repudiation/Strict application of <i>Passavant</i> standards:</p> <p><i>River’s Bend Health & Rehabilitation Service</i>, 350 NLRB 184 (2007) (Repudiation adequate despite that it does not completely accord with the <i>Passavant</i> criteria regarding timeliness and lack of ambiguity).</p>	15 years
				<p><i>Broyhill Co.</i>, 260 NLRB 1366 (1982) (Rejecting application of <i>Passavant</i> criteria in a highly technical and mechanical manner).</p>	8 years
			33 years		

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

		<p>employee with discipline if she persisted in processing a grievance).</p> <p><i>Postal Service</i>, 270 NLRB 979 (1984) (Deferred allegation that employer violated Section 8(a)(1) by threatening employee with discharge because of his union activities)</p> <p><i>United Beef Co.</i>, 272 NLRB 66 (1984) (Deferred allegation that employer violated Section 8(a)(3) and (1) by harassing and discharging employee engaged in processing grievances).</p>	<p>31 years</p> <p>31 years</p>
<i>Whole Foods Market, Inc.</i> , 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.	<i>Flagstaff Medical Center, Inc.</i> , 357 NLRB No. 65 (2011) <i>enfd. in relevant part</i> 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			862 years
<i>Hills & Dales General Hospital</i> , 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.	<i>Tradesmen International</i> , 338 NLRB 460 (2002) (“Conflicts of interest” work rule that required employees “to represent the company in a positive and ethical manner” found lawful).	12 years

<p><i>Intertape Polymer Corp.</i>, 360 NLRB No. 114 (2014) <i>enf'd. in relevant part</i> 801 F.3d 224 (4th Cir. 2015)</p>	<p>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."</p>	<p><i>Continental Industries</i>, 279 NLRB 920 (1986) (finding that employer lawfully asked employee "what [he] thought the union could do for [him] or the people").</p> <p><i>St. Rita's Medical Center</i>, 261 NLRB 357 (1982) (Not unlawful to ask an older worker "what good a union could do her at her age").</p>	<p>28 years</p> <p>32 years</p>
<p><i>Plaza Auto Center, Inc.</i>, 360 NLRB No. 117 (2014)</p>	<p>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.</p>	<p><i>Trus Joist</i>, 341 NLRB 369 (2004) (The nature-of-the-outburst alone may carry enough weight to cause forfeiture of the Act's protection).</p> <p><i>Indian Hills Care Center</i>, 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).</p>	<p>10 years</p> <p>18 years</p>
<p><i>Auto Nation, Inc.</i>, 360 NLRB No. 141 (2014)</p>	<p>In the relevant portion of the 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</p>	<p><i>Noah's New York Bagels</i>, 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</p>	<p>17 years</p>

	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). <i>National Micronetics</i> , 277 NLRB 993 (1985) (Generalized expressions asking for "another chance" or "more time" are "within the limits of permissible campaign propaganda.").	29 years
<i>Unifirst Corp.</i> , 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.	<i>TCI Cablevision of Washington, Inc.</i> , 329 NLRB 700 (1999) and <i>Viacom Cablevision</i> , 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
<i>Macy's</i> , 361 NLRB No. 4 (2014) <i>enf'd.</i> 824 F.3d 557 (5th Cir. 2016).	Under <i>Specialty Healthcare</i> , 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.	<i>Boeing Co.</i> , 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). <i>Sears, Roebuck & Co.</i> , 184 NLRB 343	13 years 44 years

		(1970) and <i>G. Fox & Co.</i> , 155 NLRB 1080 (1965) (“Presumptively appropriate” storewide unit when a petitioner seeks a unit limited to only certain employees at a retail department store).	49 years
		<i>Levitz Furniture Co.</i> , 192 NLRB 61 (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).	43 years
		<i>Haag Drug</i> , 169 NLRB 877 (1968) (The presumed appropriateness of a storewide unit can be especially clear where a local store manager is involved in employee evaluations, hiring, firing, and resolving grievances).	46 years
		<i>Allied Stores of New York, Inc.</i> , 150 NLRB No. 79 (1965) (Board finds storewide unit of retail sales employees appropriate based on retail store employing salespeople to serve the public).	49 years
<i>Miklin Enterprises, Inc.</i> ,	A 2-1 majority found that a	<i>N.L.R.B. v. Electrical</i>	61 years

<p>361 NLRB No. 27 (2014) <i>enfd.</i> 818 F.3d 397 (8th Cir. 2016) <i>rehearing en banc. granted</i> 2016 WL 46541405 (8th Cir. 2016)</p>	<p>sandwich shop franchisee violated Section 8(a)(3) by discharging and warning employees who posted "sick days" posters in the employer's stores and nearby public places. The poster displayed side-by-side pictures of a sandwich, one described as made by a healthy worker and the other as made by a sick worker. Noting that the restaurants employees did not get sick days, the poster said, "We hope your immune system is ready because you are about to take the sandwich test." The majority concluded that the posters and press release did not constitute disloyalty or reckless disparagement.</p>	<p><i>Workers Local 1229</i>, 346 U.S. 464 (1953) (Employees discharged for "detrimental disloyalty" to their employer were lawfully discharged for cause).</p> <p><i>Mastec Advanced Technologies</i>, 357 NLRB 103 (2011) (Employee communications to the public in an effort to obtain support in their labor dispute are protected if the communication is overtly related to a labor dispute and the communication is not so disloyal, reckless, or maliciously untrue as to lose the Act's protections).</p> <p><i>Five Star Transportation, Inc.</i>, 349 NLRB 42 (2007) <i>enfd.</i> 522 F.3d 46 (1st Cir. 2008) citing <i>Veeder-Root Co.</i>, 237 NLRB 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</p>	<p>3 years</p> <p>7 years</p> <p>36 years</p>
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		<p><i>Hychem Constructors, Inc.</i>, 169 NLRB 274 (1968) (dismissing joint-employer allegation where the supplier employer did its own 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).</p> <p><i>G. Wes Ltd. Co.</i>, 309 NLRB 225 (1992) (Dismissing joint-employer allegation where user informed supplier's employees what areas were to be worked and with whom the employees were to work).</p> <p><i>Airborne Freight Co.</i>, 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 Airborne's core function of delivering packages, wore uniforms bearing Airborne insignia, and their vehicles were marked with Airborne logos).</p>	<p>46 years</p> <p>22 years</p> <p>12 years</p>
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<p><i>Murphy Oil USA, Inc.</i>, 361 NLRB No. 72 (2014) <i>enf. denied in relevant part</i> 808 F.3d 1013 (5th Cir. 2015) Petition for Certiorari filed (No. 16-307) (September 9, 2016)</p>	<p>A 3-2 majority found that the employer violated Section 8(a)(1) of the Act by requiring its employees to sign an arbitration agreement waiving their right to pursue class and collective actions</p>	<p><i>Gilmer v. Interstate Johnson Lane Corp.</i>, 500 U.S. 20 (1991) and <i>Circuit City Stores, Inc. v. Adams</i>, 532 U.S. 105 (2001) (Upholding the enforceability of individual employment agreements regarding mandatory arbitration of non-NLRA claims).</p>	<p>23 years 13 years</p>
<p>Reaffirming <i>D.R. Horton, Inc.</i>, 357 NLRB No. 184 (2012)</p>		<p><i>AT&T Mobility, LLC v. Concepcion</i>, 131 S.Ct. 1740 (2011) (FAA 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).</p>	<p>3 years</p>
		<p><i>American Express Co. v. Italian Colors Restaurant</i>, 133 S.Ct. 2304 (2013) (Class action waivers in arbitration agreements are enforceable under the FAA).</p>	<p>1 year</p>
		<p><i>CompuCredit Corp. v. Greenwood</i>, 132 S.Ct. 665 (2012) (Arbitration agreements should be enforced according to their terms, even for claims under federal statutes, unless the FAA's mandate has been overruled by a</p>	<p>2 years</p>

		<p>“contrary congressional command.”).</p> <p><i>Emporium Capwell Co. v. Western Addition</i>, 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).</p>	39 years
<p><i>Conagra Foods, Inc.</i>, 361 NLRB No. 113 (2014) <i>rev'd. and remanded in relevant part</i> 813 F.3d 1079 (8th Cir. 2016).</p>	<p>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.</p>	<p><i>Essex International</i>, 211 NLRB 749 (1974) (It is lawful for an employer to prohibit <i>all</i> “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).</p>	40 years
<p><i>Flamingo Las Vegas Operating Company, LLC</i>, 361 NLRB No. 130 (2014)</p>	<p>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.</p>	<p><i>Bridgestone Firestone South Carolina</i>, 350 NLRB 526 (2007) (An employer does not create an unlawful impression of surveillance where it merely reports information that employees have voluntarily provided).</p>	7 years

<p><i>Print Fulfillment Services LLC</i>, 361 NLRB No. 144 (2014)</p>	<p>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.</p>	<p><i>Oklahoma Installation Co.</i>, 309 NLRB 776 (1992) <i>enf. denied on other grounds</i> 27 F.3d 567 (6th Cir. 1994) (Dismissing 8(a)(1) allegation where supervisor “angrily” told employee he was “disappointed” with employee because of his union activities).</p>	<p>22 years</p>
<p><i>Casino San Pablo</i>, 361 NLRB No. 148 (2014)</p>	<p>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.</p>	<p><i>Copper River of Boiling Springs, LLC</i>, 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.”).</p> <p><i>Lafayette Park Hotel</i>, 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 and objectives.”).</p>	<p>0 years</p> <p>16 years</p>
<p>Cases Decided 1/4/12-7/30/13 are not included in this</p>			

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

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

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

		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).	11 years
<i>In Re Virginia Mason Hospital</i> , 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> inapplicable.	<i>Peerless Publications</i> , 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).	24 years
<i>1621 Route 22 W. Operating Co.</i> , 357 NLRB 736 (2011)	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.	<i>BFI Waste Services</i> , 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
<i>Specialty Hospital of Washington-Hadley, LLC</i> , 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	<i>Russelton Medical Group, Inc.</i> , 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.	predecessor's unit, which included professional and nonprofessional employees).	
<i>St. Vincent Charity Medical Center</i> , 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. The union was not required to include all remaining unrepresented residual employees despite the Health Care Rule prohibiting undue proliferation of units because the phlebotomists constituted an appropriate voting group and shared a sufficient community of interest with the existing unit.	<i>St. John's Hospital</i> , 307 NLRB 767 (1992) Where the petitioner is an incumbent union, it must seek to incorporate residual employees into an existing unit, rather than create a separate residual unit and the scope of the unit must comply with the units described in the Health Care Rule).	19 years
<i>Laguardia Assoc., LLP</i> , 357 NLRB 1097 (2011)	Although the panel agreed that three members of a union "delegation" who confronted a hotel manager with a petition lost the protection of the Act because they physically restrained him in a corridor of the hotel, a 2-1 majority also held that the remaining members of the group did not lose the Act's protection although they all made loud comments and chanted briefly in front of two hotel guests. The majority held that one employee did not lose the Act's protection although she briefly touched a security guard's wrist.	<i>Starbucks Corp.</i> , 354 NLRB No. 99 (2009) adopted on other grounds in 360 NLRB No. 134 (2014) <i>enf.</i> 679 F.3d 70 (2d Cir. 2012) and <i>National Semiconductor Corp.</i> , 272 NLRB 973 (1984) (Physical misconduct, standing alone, weighs heavily in favor of finding that employees' activity unprotected). <i>Piper Realty Co.</i> , 313 NLRB 1289 (1994)	2 years 27 years 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). <i>Trus Joist MacMillan</i> , 341 NLRB 369 (2004). (Employers and employees have a shared interest in maintaining order in the workplace, an order that is made possible by maintaining a certain level of decorum).	7 years
<i>Arkema, Inc.</i> , 357 NLRB 1248 (2011) <i>enf. denied</i> 710 F.3d 308 (5th Cir. 2013)	A 2-1 majority held that a manager violated Section 8(a)(1) by issuing a “reminder” to an employee for a violation of the company’s harassment policy. The employee told another employee that if there were no union, “there’s no support and the relationship’s going to change.”	<i>Contempora Fabrics, Inc.</i> , 344 NLRB 851 (2005) (Prounion employee's comment to another employee that she “had better not vote ‘no’ for this union” was “an implicit warning that unpleasant consequences would flow from a ‘no’ vote” and was sufficient to cause the loss of the Act's protection).	6 years
<i>G & K Services, Inc.</i> , 357 NLRB 1314 (2011)	A 2-1 Board majority found that an employer engaged in objectionable conduct by promising to grant improved benefits if its employees voted against the union by telling them about benefits at another facility.	<i>Viacom Cablevision</i> , 267 NLRB 1141 (1983) (A comparison of wages is not per se objectionable).	28 years
<i>Douglas Autotech Corp.</i> , 357 NLRB 1336 (2011)	A 2-1 majority concluded that when the employer locked out the former strikers without reserving its rights under Section 8(d), and repeatedly	<i>Tidewater Construction Corp.</i> , 333 NLRB 1264 (2001) <i>vacated on other grounds</i> 294 F.3d 186 (D.C. Cir.	10 years

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

	<p>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.</p>	<p>from regular unit employees was their ability to determine when and if they will work for the employer).</p> <p><i>Lerohl v. Friends of Minnesota Sinfonia</i>, 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).</p> <p><i>Creative Non-Violence v. Reid</i>, 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).</p> <p><i>Radio City Music Hall Corp. v. U.S.</i>, 135 F.2d 715 (2d Cir. 1943) (Performers were independent contractors even where the producer</p>	<p>8 years</p> <p>22 years</p> <p>68 years</p>
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	<p>to enter or exit from any business.</p>	<p>directed to removal of replacements).</p> <p><i>Kansas Color Press</i>, 169 NLRB 279 (1968) (Even without pickets, the important feature of picketing is the posting by a labor organization of individuals at the approach to a place of business to advance the union’s cause, such as keeping employees or customers away).</p> <p><i>NLRB v. Fruit & Vegetable Packers, Local 760</i>, 377 U.S. 58 (1964) (Black, J., concurring) (Picketing includes the concept of “patrolling, that is, <i>standing</i> or marching back and forth or round and round on the streets, sidewalks, private property, or elsewhere, generally adjacent to someone else's premises.”).</p> <p><i>Thornhill v. State of Alabama</i>, 310 U.S. 88 (1940) (Picketing includes merely observing workers or customers, persuading “employees or customers not to engage in relations with the employer... <i>through the use of banners ...</i>”).</p>	<p>42 years</p> <p>46 years</p> <p>70 years</p>
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<p><i>The Research Foundation of the State University of New York at Buffalo</i>, 355 NLRB 950 (2010)</p>	<p>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.</p>	<p><i>Lechmere, Inc. v. N.L.R.B.</i>, 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).</p> <p><i>Sears, Roebuck & Co., v. Carpenters</i>, 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).</p> <p><i>N.L.R.B. v. Babcock & Wilcox Co.</i>, 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 communicate with them through the usual channels.'").</p> <p><i>North Hills Office Services</i>, 345 NLRB 1262 (2005)</p>	<p>18 years</p> <p>32 years</p> <p>54 years</p>

		(Employer told employee that she could not talk to nonemployee union organizers in third-party client's parking lot).	5 years
<i>E.I. DuPont De Nemours</i> , 355 NLRB 1084 (2010) <i>enf. denied</i> 682 F.3d 65 (D.C. Cir. 2012) (On remand, <i>Courier-Journal</i> expressly overruled in <i>E.I. Du Pont De Nemours</i> , 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.	<i>Courier-Journal</i> , 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
<i>Stella Doro Biscuit Co., Inc.</i> , 355 NLRB 769 (2010) <i>enf. denied</i> 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.	<i>Abercrombie & Fitch Co.</i> , 206 NLRB 464 (1973) and <i>Roadway Express</i> , 275 NLRB 1107 (1985) (Allowing the union to view sufficiently short and understandable documents is sufficient).	37 years 25 years
<i>Kraft Foods North America, Inc.</i> , 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.	<i>General Electric Co. v. N.L.R.B.</i> , 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 Substantially Changed or Modified Precedent			3164 years
Total Years of Precedent Overruled, Overruled by the New Election Rule and Substantially Changed or Modified by Obama NLRB			4559 years

EXHIBIT E
NLRB CASES EXCLUDED FROM STUDY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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